

04-1408-CD
WELLS FARGO BANK, N.A. VS. JONATHAN A. ZIMMERMAN, et al.

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 BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-1408-CD

CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
RR #1 BOX 197
A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

FILED
M 1:43 PM acc to lkh
SEP 10 2004

Defendants

William A. Shaw
Prothonotary

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

Nov. 22, 2004 Document
Reinstated/Reinstated to Sheriff/Attorney
for service.

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 BANK, N.A., S/B/M TO WELLS FARGO HOME
MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
RR #1 BOX 197
A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

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

3. On 10/04/2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PENNWEST HOME EQUITY SERVICES CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200015037. By Assignment of Mortgage recorded 10/24/2000 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200015903
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 05/01/2004 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	\$59,443.46
Interest	3,777.84
04/01/2004 through 09/09/2004 (Per Diem \$23.32)	
Attorney's Fees	1,250.00
Cumulative Late Charges	107.52
10/04/2000 to 09/09/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 65,128.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 65,128.82

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,128.82, together with interest from 09/09/2004 at the rate of \$23.32 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 piece or parcel of land, situate in Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 3/4 inches rebar (set) at the northeast corner of other lands of Jonathan A. Zimmerman, also said rebar being on the western right of way of Township Road T-519 also known as Flegal Road, also said rebar being the southeast corner of lands being conveyed and running;

1. thence along the other lands of Jonathan A. Zimmerman North 75 degrees 37 minutes 07 seconds West a direction of 152.59 feet to a 3/4 inches rebar (set), said rebar being on the centerline of the old Witmer-Steele tram road;
2. thence through lands of the grantor and along the old Witmer-Steele tram road for a new line North 46 degrees 42 Minutes 49 seconds East a distance of 25.00 feet to a 3/4 inches rebar (set);
3. thence still through lands of the grantor for a new line South 76 degrees 23 minutes 48 seconds East a distance of 148.69 feet to a 3/4 inches rebar (set), said rebar being on the western right of way of the aforementioned Flegal Road;
4. thence along the western right of way of Flegal Road South 36 degrees 36 minutes 05 seconds West a distance of 25.00 feet to a 3/4 inches rebar (set) and place of beginning;

Containing 3,322.54 square feet as shown on map prepared by Curry and Associates dated August 27, 1990. Bearing the base on True North.

Being a portion of the premise conveyed to Cloyd and Dorothy Rowles by deed dated September 21, 1942, and recorded in Clearfield County Deed Book 347 page 460 on September 23, 1942.

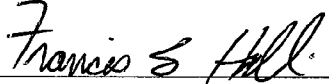
Cloyd Rowles died on May 25, 1984 whereupon the entire title to the premises vested in Dorothy Rowles, Grantor.

Being Known As: **RR #1 Box 197 A/K/A 655 FLEGAL ROAD**

VERIFICATION

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

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 9/9/14

In The Court of Common Pleas of Clearfield County, Pennsylvania

WELLS FARGO BANK

VS.

ZIMMERMAN, JONATHAN A. & CONNIE

Sheriff Docket #

16269

04-1408-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 4, 2004 AT 9:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JONATHAN A. ZIMMERMAN, DEFENDANT AT CLEARFIELD COUNTY JAIL, 115 21st ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JONATHAN A. ZIMMERMAN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: HUNTER

NOW OCTOBER 21, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CONNIE ZIMMERMAN, DEFENDANT. HOUSE EMPTY. NEW ADDRESS, RINGOLD TIMBLIN ROAD, TIMBLIN, PA.

Return Costs

Cost	Description
27.37	SHERIFF HAWKINS PAID BY: ATTY CK# 376003
20.00	SURCHARGE PAID BY: ATTY CK# 378202

Sworn to Before Me This

21 Day Of October 2004
William A. Shaw

So Answers,

Chester A. Hawkins
My Maulyr Hawk
Chester A. Hawkins
Sheriff

FILED *ElbK*

OCT 21 2004

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-1408-4

CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
RR #1 BOX 197
A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

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

SEP 10 2004

Defendants

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x5982
I hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

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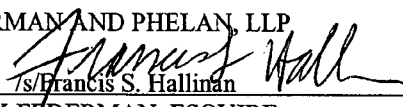
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FEDERMAN AND PHELAN, LLP
By: 
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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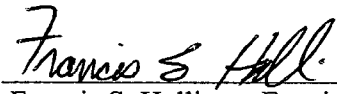
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Being Known As: **RR #1 Box 197 A/K/A 655 FLEGAL ROAD**

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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 9/9/14

FEDERMAN PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Fax: 215-563-5534

Candace Carey
Service Department

November 17, 2004

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

RE: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME
MORTGAGE, INC.
vs. JONATHAN A. ZIMMERMAN and CONNIE ZIMMERMAN
CLEARFIELD County, No. 04-1408-CD

Dear Sir or Madam:

Enclosed is a Praecipe to Reinstate the Civil Action in the above captioned matter. **A check in the amount of \$7.00 is included to cover the cost.** Please file same and return a time-stamped copy to us in the enclosed stamped, self-addressed envelope.

I would also appreciate your forwarding the copy of the Civil Action Complaint, the service sheet and the enclosed checks to the office of the Sheriff for service on the defendant.

Very truly yours,


Candace Carey
for Federman Phelan, LLP

/CDC
File# 97926
Enclosure

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 BANK, N.A., S/B/M TO
WELLS FARGO HOME
MORTGAGE, INC.
Plaintiff

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

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

: No. 04-1408-CD
:
:
:

Defendants

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 17, 2004

/cdc, Svc Dept.
File# 97926

FILED

NOV 22 2004

m/2:30

William A. Shaw
Prothonotary
1 REINSTATED TO ATT
2 REINSTATED TO SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100019
NO: 04-1408-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: JONATHAN A. ZIMMERMAN and CONNIE ZIMMERMAN

SHERIFF RETURN

NOW, November 24, 2004, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CONNIE ZIMMERMAN.

NOW, December 06, 2004 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CONNIE ZIMMERMAN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

01/31/2005
FEB 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100019
NO: 04-1408-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: JONATHAN A. ZIMMERMAN and CONNIE ZIMMERMAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FEDERMAN	389022	10.00
SHERIFF HAWKINS	FEDERMAN	389075	21.00
JEFFERSON CO.	FEDERMAN	389081	45.50

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

No. 1408 C.D. 2004

Personally appeared before me, Carl Gotwald, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on December 6, 2004 at 11:15 o'clock A.M. did serve the Notice and Complaint in Mortgage Foreclosure upon CONNIE ZIMMERMAN, defendant, at her residence of 1467 Ringgold Timblin Road, Township of Ringgold, County of Jefferson, State of Pennsylvania, by handing to her personally one true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received: \$125.00
 My Costs: 45.50 Paid
 REFUNDED: \$ 79.50

So Answers,

Sworn and subscribed

to before me this

day of

By

8th
Dec. *2004*
Laura L. Leist

Carl Gotwald Deputy

Thomas A. Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires The
 First Monday January 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

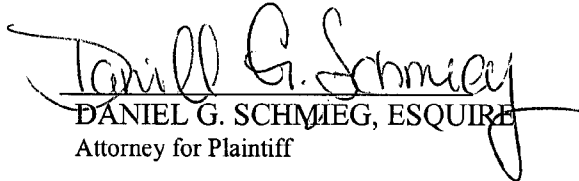
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JONATHAN A. ZIMMERMAN and CONNIE ZIMMERMAN, 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	\$65,128.82
Interest (9/10/04 to 2/7/05)	<u>3,521.32</u>
TOTAL	\$68,650.14

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

KIO

FILED
FEB 10 2005
01/10:50 PM
William A. Shaw
Prothonotary/Clerk of Courts
CAN'T COPY
NOTICE TO DEFTS
STATEMENT to APPL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

Plaintiff

No.: 04-1408-CD

vs.

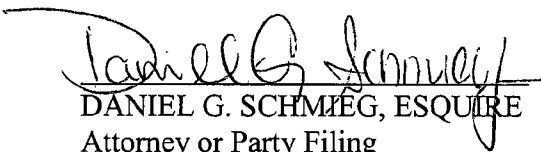
JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

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

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

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 BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.
Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN : NO. 04-1408-CD
CONNIE ZIMMERMAN
Defendants

TO: CONNIE ZIMMERMAN
RR #1 BOX 197 A/K/A FLEGAL ROAD
CLEARFIELD, PA 16830

FILE COPY

DATE OF NOTICE: DECEMBER 30, 2004

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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
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ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

: NO. 04-1408-CD

Defendants

FILE COPY

TO: JONATHAN A. ZIMMERMAN
1467 RINGGOLD TIMBLIN ROAD
TIMBLIN, PA 15778

DATE OF NOTICE: DECEMBER 30, 2004

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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Philadelphia, PA 19103
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ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

: NO. 04-1408-CD

Defendants

FILE COPY

TO: CONNIE ZIMMERMAN
1467 RINGGOLD TIMBLIN ROAD
TIMBLIN, PA 15778

DATE OF NOTICE: DECEMBER 30, 2004

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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 BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

Defendants

: NO. 04-1408-CD

FILE COPY

TO: JONATHAN A. ZIMMERMAN
RR #1 BOX 197 A/K/A FLEGAL ROAD
CLEARFIELD, PA 16830

DATE OF NOTICE: **DECEMBER 30, 2004**

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

PHELAN, HALLINAN AND SCHMIEG
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Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
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ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

: NO. 04-1408-CD

Defendants

TO: JONATHAN A. ZIMMERMAN
C/O CLEARFIELD COUNTY PRISON
115 21 ST STREET
CLEARFIELD, PA 16830

FILE COPY

DATE OF NOTICE: DECEMBER 30, 2004

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DAVID S. MEHOLICK, COURT
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HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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 BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

CLEARFIELD COUNTY

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN

CONNIE ZIMMERMAN

VERIFICATION OF NON-MILITARY SERVICE

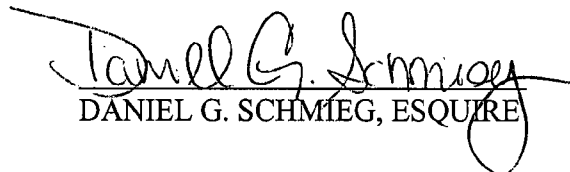
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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, JONATHAN A. ZIMMERMAN, is over 18 years of age, and resides at RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830 .

(c) that defendant, CONNIE ZIMMERMAN, is over 18 years of age, and resides at 1467 RINGGOLD TIMBLIN ROAD, TIMBLIN, PA 15778.

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


DANIEL G. SCHMIEG, ESQUIRE

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

Wells Fargo Bank N.A.
Wells Fargo Home Mortgage, Inc.
Plaintiff(s)

No.: 2004-01408-CD

Real Debt: \$68,128.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jonathan A. Zimmerman
Connie Zimmerman
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 10, 1005

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 BANK, N.A., S/B/M TO WELLS
FRGO HOME MORTGAGE, INC.**

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

vs.

No. 04-1408-CD

**JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN**

**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

\$68,650.14

Interest from 2/7/05 to
Date of Sale (\$11.28 per diem)

and Costs.

Prothonotary costs 190,37

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.

KIO

FILED

FEB 10 2005

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

1 cent + 6 cents to

SHAW

No. 04-1408-CD

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FRGO HOME MORTGAGE, INC.

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

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


Attorney for Plaintiff(s)

Address: RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830
1467 RINGGOLD TIMBLIN ROAD, TIMBLIN, PA 15778
Where papers may be served.

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

**WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.**

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

vs.

NO.: 04-1408-CD

**JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN**

**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: RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due	\$ <u>68,650.14</u>
Interest from 2/7/05 to Date of Sale (\$11.28 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed.

Prothonotary costs 190.37



Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated FEB. 10, 2005
(SEAL)

By:

~~Deputy~~

KIO

**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. 04-1408-CD

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

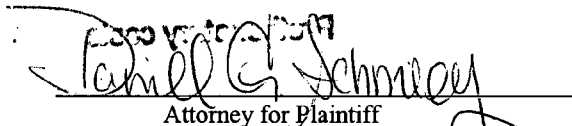
WELLS FARGO BANK, N.A., S/B/M TO WELLS FRGO HOME
MORTGAGE, INC.

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$68,650.14</u>
Int. from 2/7/05 to Date of Sale (\$11.28 per diem)	_____
Costs	_____
Prothy. Pd.	_____
Sheriff	_____



Attorney for Plaintiff

Address: RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830
1467 RINGGOLD TIMBLIN ROAD, TIMBLIN, PA 15778
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 land, situate in Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the northeast corner of other lands of Jonathan A. Zimmerman, also said rebar being on the western right of way of Township Road T-519 also known as Flegal Road, also said rebar being the southeast corner of lands being conveyed and running;

1. THENCE along the other lands of Jonathan A. Zimmerman North 75 degrees 37 minutes 07 seconds West a direction of 152.59 feet to a 3/4" rebar (set), said rebar being on the centerline of the old Witmer-Steele tram road;
2. THENCE through lands of the grantor and along the old Witmer-Steele tram road for a new line North 46 degrees 42 Minutes 49 seconds East a distance of 25.00 feet to a 3/4" rebar (set);
3. THENCE still through lands of the grantor for a new line South 76 degrees 23 minutes 48 seconds East a distance of 148.69 feet to a 3/4" rebar (set), said rebar being on the western right of way of the aforementioned Flegal Road;
4. THENCE along the western right of way of Flegal Road South 36 degrees 36 minutes 05 seconds West a distance of 25.00 feet to a 3/4" rebar (set) and place of beginning;

CONTAINING 3,322.54 square feet as shown on map prepared by Curry and Associates dated August 27, 1990. Bearing the base on True North.

Tax Parcel #123-J7-83.

TITLE TO SAID PREMISES IS VESTED IN Jonathan A. Zimmerman and Connie Zimmerman, husband and wife by Deed from Dorothy Rowles, a widow dated 11/12/1990 and recorded 12/5/1990, in Record Book 1376 Page 259.

Premises : RR# 1 Box 197 A/K/A 655 Flegal Road, Clearfield, PA 16830

[illegible]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

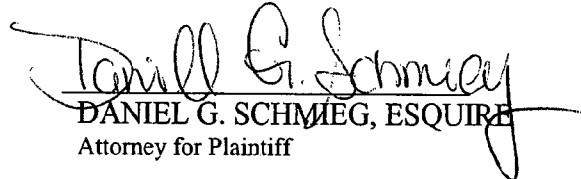
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DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: FEB. 10, 2005

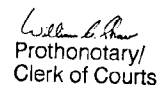

PRO PROTHY

KIO

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

FEB 10 2005

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

Plaintiff

No.: 04-1408-CD

vs.

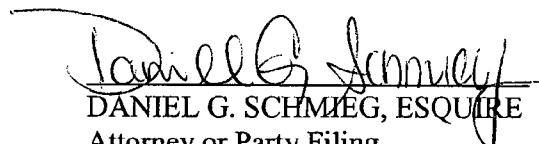
JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

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

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

· 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 BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
Defendants

: NO. 04-1408-CD

TO: CONNIE ZIMMERMAN
RR #1 BOX 197 A/K/A FLEGAL ROAD
CLEARFIELD, PA 16830

FILE COPY

DATE OF NOTICE: DECEMBER 30, 2004

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

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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.

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
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WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.
Plaintiff : CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
Defendants

: NO. 04-1408-CD

FILE COPY

TO: JONATHAN A. ZIMMERMAN
1467 RINGGOLD TIMBLIN ROAD
TIMBLIN, PA 15778

DATE OF NOTICE: DECEMBER 30, 2004

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WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
Defendants

: NO. 04-1408-CD

FILE COPY

TO: CONNIE ZIMMERMAN
1467 RINGGOLD TIMBLIN ROAD
TIMBLIN, PA 15778

DATE OF NOTICE: DECEMBER 30, 2004

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WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

: NO. 04-1408-CD

Defendants

FILE COPY

TO: JONATHAN A. ZIMMERMAN
RR #1 BOX 197 A/K/A FLEGAL ROAD
CLEARFIELD, PA 16830

DATE OF NOTICE: DECEMBER 30, 2004

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
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Francis S. Hallinan, Esq., Id. No. 62695
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ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

: NO. 04-1408-CD

Defendants

TO: JONATHAN A. ZIMMERMAN
C/O CLEARFIELD COUNTY PRISON
115 21 ST STREET
CLEARFIELD, PA 16830

FILE COPY

DATE OF NOTICE: DECEMBER 30, 2004

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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 BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

CLEARFIELD COUNTY

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

VERIFICATION OF NON-MILITARY SERVICE

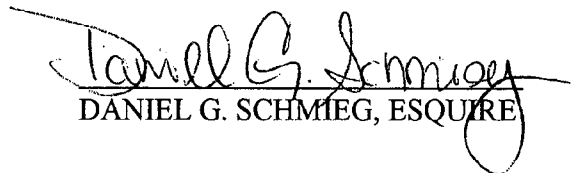
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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, JONATHAN A. ZIMMERMAN, is over 18 years of age, and resides at RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830 .

(c) that defendant, CONNIE ZIMMERMAN, is over 18 years of age, and resides at 1467 RINGGOLD TIMBLIN ROAD, TIMBLIN, PA 15778.

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


DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO WELLS :
FRGO HOME MORTGAGE, INC. :

Plaintiff :

v. :

JONATHAN A. ZIMMERMAN :
CONNIE ZIMMERMAN :

Defendants :

CIVIL DIVISION

NO. 04-1408-CD

ORDER

AND NOW, this ____ day of _____, 2005, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendants, **JONATHAN A.**

ZIMMERMAN, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of service.

BY THE COURT:

J.

PHELAN HALLINAN & SCHMIEG, LLP

BY: DANIEL G. SCHMIEG, ESQUIRE

Attorney I.D. No.: 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

WELLS FARGO BANK, N.A., S/B/M TO WELLS FRGO HOME
MORTGAGE, INC.

Attorney for Plaintiff

Plaintiff

v.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 04-1408-CD

FILED

JUL 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

ICC Amy Schmieg

**MOTION FOR SERVICE OF NOTICE OF SALE
PURSUANT TO SPECIAL ORDER OF COURT**

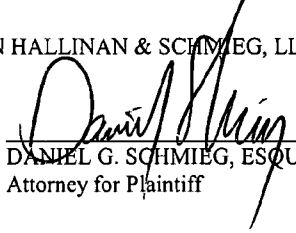
Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendants, **JONATHAN A. ZIMMERMAN**, by certified mail and regular mail to RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **AUGUST 5, 2005**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.
3. Attempts to serve Defendants with the Notice of Sale have been unsuccessful, as indicated by the Returns of Service attached hereto as Exhibit "A".
4. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830.

PHELAN HALLINAN & SCHMIEG, LLP

By:


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

REAL ESTATE

REAL ESTATE

EXECUTION SERVICE SHEET

DKT: __EX__ PAGE: 20105

DEPUTY RECEIVED: April 15, 2005

DEFENDANT(S): JONATHAN A. ZIMMERMAN

ADDRESS: RR BOX 197 AKA 655 FLEGAL ROAD
CLEARFIELD, PA 16830

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: April 29, 2005

DATE SERVED, POSTED OR LEVIED: TIME:

NAME OF PERSON SERVED:

TITLE:

WHERE SERVED /POSTED(ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS: 4/25/05 House empty

SPECIAL DIRECTIONS:

NO 04-1408-CD
JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN

SERVED, POSTED OR LEVIED ON BY:

NOTES:

21

SKN Data Research Inc.
AFFIDAVIT OF GOOD FAITH INVESTIGATION

File Number: 24-858
Attorney Firm: **PHELAN HALLINAN & SCHMIEG, LLP**
Subject: Jonathan A. Zimmerman & Connie Zimmerman

Current Address: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830
Property Address: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830
Mailing Address: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830

I, Scott Nulty, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

- I. CREDIT INFORMATION
 - A. SOCIAL SECURITY NUMBER
Our search verified the following to be true and correct.
Jonathan A. Zimmerman - 203-42-2169
Connie Zimmerman - 208-42-8791
 - B. EMPLOYMENT SEARCH
A review of the credit reporting agencies provided no employment information.
Jonathan A. Zimmerman - not available
Connie Zimmerman - not available
 - C. INQUIRY OF CREDITORS
Our inquiry of creditors indicated that Jonathan A. Zimmerman & Connie Zimmerman reside(s) at RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830.
- II. INQUIRY OF TELEPHONE COMPANY
 - A. DIRECTORY ASSISTANCE SEARCH
On 5/16/2005 our office contacted directory assistance which indicated that Jonathan A. Zimmerman & Connie Zimmerman reside(s) at: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830. Our office made a telephone call to the mortgagor's phone number and received the following information: 814-765-8360; disconnected.
INQUIRY OF NEIGHBORS
On 5/16/2005 our office contacted neighbors; they were not able to verify that Jonathan A. Zimmerman & Connie Zimmerman reside(s) at: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830.
- III. ADDRESS INQUIRY
 - A. NATIONAL ADDRESS UPDATE
On 5/16/2005 we reviewed the National Address database and found the following information, Jonathan A. Zimmerman & Connie Zimmerman - RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830
 - B. ADDITIONAL ACTIVE MAILING ADDRESSES
Per our inquiry of creditors, the following is a possible mailing address: No addresses on file.
- IV. DRIVING LICENSE INFORMATION
 - A. MOTOR VEHICLE & DMV OFFICE
Per the PA Department of Motor Vehicles, we were unable to obtain address information on Jonathan A. Zimmerman & Connie Zimmerman.
- V. OTHER INQUIRIES
 - A. DEATH RECORDS
As of 5/16/2005 Vital Records and all public databases have no death record on file for Jonathan A. Zimmerman & Connie Zimmerman.

COUNTY VOTER REGISTRATION

The Clearfield County Voter registration was unable to confirm a registration for Jonathan A. Zimmerman & Connie Zimmerman residing at: last registered address.

C. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.)

Our office conducted a search for public licenses and found the following:
No records on file.

VI. ADDITIONAL INFORMATION ON SUBJECT

A. DATE OF BIRTH

Jonathan A. Zimmerman - n/a
Connie Zimmerman - 1952

B. A.K.A.

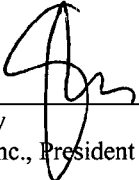
None

***All accessible public databases have been checked and cross-referenced for the above-named individual(s).**

***Please be advised all database information indicates the subjects reside at the current address.**

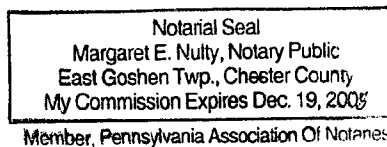
The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

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 Scott Nulty
SKN Data Research Inc., President

Sworn to and subscribed to me this 16th day of May 2005


NOTARY PUBLIC



The above information is obtained from available public records;
and we are only liable for the cost of the affidavit.

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to take the verification and that the statements made in the foregoing Motion for Service of Notice of Sale pursuant to Special Order of Court are true and correct to the best of his knowledge, information and belief.

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

Date: June 16, 2005



DANIEL G. SCHMIEG, ESQUIRE

PHELAN HALLINAN & SCHMIEG, LLP
BY: DANIEL G. SCHMIEG, ESQUIRE
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

WELLS FARGO BANK, N.A., S/B/M TO WELLS :
FRGO HOME MORTGAGE, INC. :

Plaintiff :

v. :

JONATHAN A. ZIMMERMAN :
CONNIE ZIMMERMAN :

Defendants :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

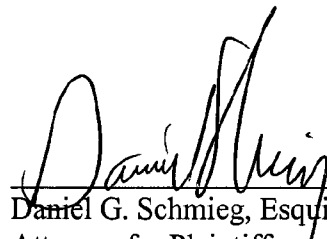
CIVIL DIVISION

NO. 04-1408-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Service of Notice of Sale Pursuant to Special Order of Court, Proposed Order, Memorandum of Law, Certification of Service and Verification in the above captioned matter was sent by first class mail, postage prepaid to the following interested parties on the date indicated below.

JONATHAN A. ZIMMERMAN
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: June 16, 2005

Phelan Hallinan & Schmieg, LLP

Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103-1814

Phone (215) 563-7000

Fax (215) 563-5534

Casselda Johnson, Legal Assistant
Sales Department

Representing Lenders in
Pennsylvania and New Jersey

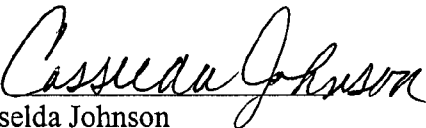
JONATHAN A. ZIMMERMAN
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

Re: WELLS FARGO BANK, N.A., S/B/M TO WELLS FRGO HOME MORTGAGE, INC.
vs. JONATHAN A. ZIMMERMAN and CONNIE ZIMMERMAN
No. 04-1408-CD
Premises: RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830

Dear Sir/Madam:

Enclosed please find Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and proposed Order.

Very truly yours,

By: 
Casselda Johnson

CA

CA

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.,
Plaintiff

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN,
Defendants

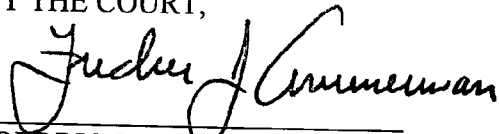
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NO. 04-1408-CD

ORDER

NOW, this 14th day of July, 2005, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale upon the Defendants, **JONATHAN A. ZIMMERMAN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendants last known address and the mortgaged premises known in this herein action as RR #1, Box 197 a/d/a 655 Flegal Road, Clearfield, Pennsylvania 16830.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED⁶⁰
JUL 15 2005
Atty Schmieg
Copy to SHFF

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.

CLEARFILED COUNTY

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

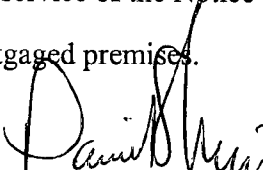
**MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, DANIEL G. SCHMIEG, Esquire, moves this Honorable Court for an Order directing service of the Notice of Sale upon the above captioned Defendant(s) by certified mail and regular mail to Defendant's last known address.

1. Attempts to serve Defendant with Notice of Sale have been unsuccessful, as indicated by the Affidavit of Service attached hereto as Exhibit "A."


2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B."

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Notice of Sale by certified mail and regular mail to Defendant's last known address and the mortgaged premises.



DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED 102
m/10:45 AM AHJ
AUG 01 2005

 William A. Shaw
Prothonotary/Clerk of Courts

No. 04-1408 C.D.

Now, June 21, 2005, I return the Notice of Sheriff's Sale, Writ of Execution and Copy of Levy Sheet for CONNIE ZIMMERMAN, defendant, back to the Clearfield County Sheriff's Office marked "not found; time for service has expired".

Advance Costs Received:	\$125.00	
My Costs:	31.82	Paid
Prothy:	2.00	
Total Costs:	33.82	
REFUNDED:	\$ 91.18	

So Answers,

Sworn and subscribed

to before me this

21st

day of

June 2005

By

Paula J. Seest

Thomas A. Demko

Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires The
First Monday January 2006

SKN Data Research Inc.
AFFIDAVIT OF GOOD FAITH INVESTIGATION

File Number: 24-858
Attorney Firm: **PHELAN HALLINAN & SCHMIEG, LLP**
Subject: Jonathan A. Zimmerman & Connie Zimmerman

Current Address: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830
Property Address: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830
Mailing Address: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830

I, Scott Nulty, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

- I. CREDIT INFORMATION
 - A. SOCIAL SECURITY NUMBER
Our search verified the following to be true and correct.
Jonathan A. Zimmerman - 203-42-2169
Connie Zimmerman - 208-42-8791
 - B. EMPLOYMENT SEARCH
A review of the credit reporting agencies provided no employment information.
Jonathan A. Zimmerman - not available
Connie Zimmerman - not available
 - C. INQUIRY OF CREDITORS
Our inquiry of creditors indicated that Jonathan A. Zimmerman & Connie Zimmerman reside(s) at RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830.
- II. INQUIRY OF TELEPHONE COMPANY
 - A. DIRECTORY ASSISTANCE SEARCH
On 5/16/2005 our office contacted directory assistance which indicated that Jonathan A. Zimmerman & Connie Zimmerman reside(s) at: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830. Our office made a telephone call to the mortgagor's phone number and received the following information: 814-765-8360; disconnected.
INQUIRY OF NEIGHBORS
On 5/16/2005 our office contacted neighbors; they were not able to verify that Jonathan A. Zimmerman & Connie Zimmerman reside(s) at: RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830.
- III. ADDRESS INQUIRY
 - A. NATIONAL ADDRESS UPDATE
On 5/16/2005 we reviewed the National Address database and found the following information, Jonathan A. Zimmerman & Connie Zimmerman - RR #1 Box 197 aka 655 Flegal Road Clearfield PA 16830
 - B. ADDITIONAL ACTIVE MAILING ADDRESSES
Per our inquiry of creditors, the following is a possible mailing address: No addresses on file.
- IV. DRIVING LICENSE INFORMATION
 - A. MOTOR VEHICLE & DMV OFFICE
Per the PA Department of Motor Vehicles, we were unable to obtain address information on Jonathan A. Zimmerman & Connie Zimmerman.
- V. OTHER INQUIRIES
 - A. DEATH RECORDS
As of 5/16/2005 Vital Records and all public databases have no death record on file for Jonathan A. Zimmerman & Connie Zimmerman.

COUNTY VOTER REGISTRATION

The Clearfield County Voter registration was unable to confirm a registration for Jonathan A. Zimmerman & Connie Zimmerman residing at: last registered address.

C. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.)

Our office conducted a search for public licenses and found the following:
No records on file.

VI. ADDITIONAL INFORMATION ON SUBJECT

A. DATE OF BIRTH

Jonathan A. Zimmerman - n/a

Connie Zimmerman - 1952

B. A.K.A.

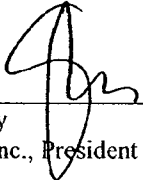
None

***All accessible public databases have been checked and cross-referenced for the above-named individual(s).**

***Please be advised all database information indicates the subjects reside at the current address.**

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 Scott Nulty
SKN Data Research Inc., President

Sworn to and subscribed to me this 16th day of May 2005


NOTARY PUBLIC

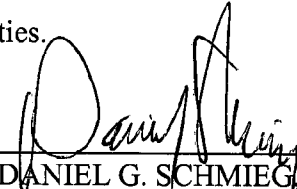
Notarial Seal
Margaret E. Nulty, Notary Public
East Goshen Twp., Chester County
My Commission Expires Dec. 19, 2009
Member, Pennsylvania Association Of Notaries

The above information is obtained from available public records;
and we are only liable for the cost of the affidavit.

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Affidavit, and that the statements made in the foregoing **MOTION FOR SERVICE OF THE NOTICE OF SALE 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.



DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205

ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400

PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE,
INC.

CLEARFILED COUNTY

No.: 04-1408-CD

vs.

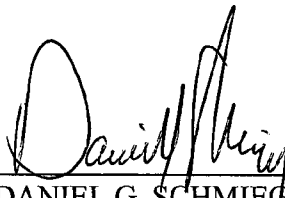
JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

CERTIFICATION OF SERVICE

I, DANIEL G. SCHMIEG, ESQUIRE, hereby certify that a copy of the Motion
for Service Pursuant to Special Order of Court has been sent to the individuals indicated
below on

July 28, 2005.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CA



CA

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.,
Plaintiff

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN,
Defendants

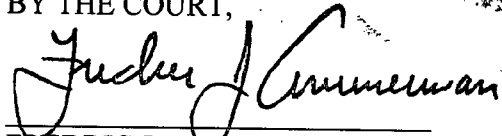
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NO. 04-1408-CD

ORDER

NOW, this 1st day of August, 2005, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale upon the Defendants, **CONNIE A. ZIMMERMAN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendants last known address and the mortgaged premises known in this herein action as RR #1, Box 197 a/d/a 655 Flegal Road, Clearfield, Pennsylvania 16830.

BY THE COURT,



FREDRIC J. ZIMMERMAN
President Judge

FILED[@] 3cc
019:46/301
AUG 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

Copy to shiff
Atty Schmieg

PHELAN HALLINAN & SCHMIEG, LLP
By: DANIEL SCHMIEG, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

CLEARFILED COUNTY

No.: 04-1408-CD

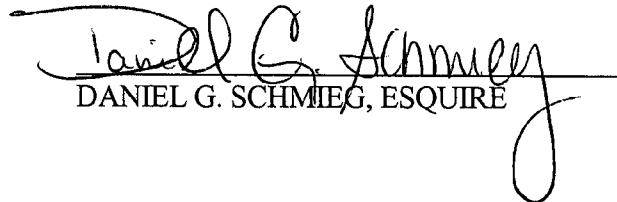
vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

AFFIDAVIT

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **JONATHAN A. ZIMMERMAN** on **08/10/05** at **RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830**, in accordance with the Order of Court dated **7/14/05** I further certify that the mortgaged premises was posted by sheriff with the Notice of Sheriff's Sale on **8/15/05** in accordance with the Court's Order.

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


DANIEL G. SCHMIEG, ESQUIRE

Date: August 19, 2005

FILED *no cc*
m/1:20/
AUG 29 2005 *cm*

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
By: DANIEL SCHMIEG, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

CLEARFILED COUNTY

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

AFFIDAVIT

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **CONNIE ZIMMERMAN** on **8/10/05** at **RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830**, and **1467 RINGOLD TIMBLIN ROAD, TMBLIN , PA 15778** in accordance with the Order of Court dated **8/1/05** I further certify that the mortgaged premises was posted by sheriff with the Notice of Sheriff's Sale on **8/15/05** in accordance with the Court's Order.

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


DANIEL G. SCHMIEG, ESQUIRE

Date: August 19, 2005

AFFIDAVIT OF SERVICE

PLAINTIFF

**WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.**

CLEARFIELD COUNTY

F&P. #97926

DEFENDANT

**JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN**

COURT NO.: 04-1408-CD

SERVE* Please Post Premises*** AT:
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830**

**TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: 10/7/05**

SERVED

Served and made known to Jonathan A. Zimmerman Defendant on the 15th day of August, 2005, at 2:33, o'clock P. M., at RR 1 Box 197 Clearfield, Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s).
 Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
 _____ an officer of said Defendant's company.
☒ Other: Posted on front door.

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

I, Thomas Holmberg, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 16th day
of AUGUST, 2005.

Notary:

By: Thomas Holmberg

Marilyn A. Campbell
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City of Altoona, Blair County
My Commission Expires Oct. 28, 2007
Member, Pennsylvania Association of Notaries

NOT SERVED

On the _____ day of _____, 200____, at _____ o'clock __. M., Defendant NOT FOUND because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed
before me this _____ day
of _____, 200____. By:

Notary:

**ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
I.D.#62205
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000**

SALE DATE: 10/7/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC. No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

FILED *no cc*
m/11:03/51
AUG 24 2005
William A. Shaw
Prothonotary/Clerk of Courts


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

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

RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830.

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

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS FRGO HOME 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 RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830:

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

Name

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

JONATHAN A. ZIMMERMAN

RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

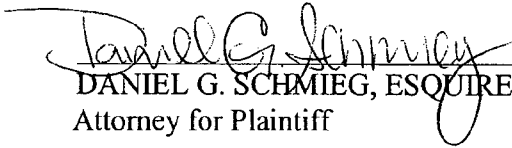
CONNIE ZIMMERMAN

1467 RINGGOLD TIMBLIN ROAD
TIMBLIN, PA 15778

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

January 19, 2005

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FRGO HOME MORTGAGE, INC.

No.: 04-1408-CD

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

WELLS FARGO BANK, N.A., S/B/M TO WELLS FRGO HOME 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 RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830:

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

Name

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

None.

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

Name

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

None.

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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

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

Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

RR #1 BOX 197 A/K/A 655 FLEGAL ROAD
CLEARFIELD, PA 16830

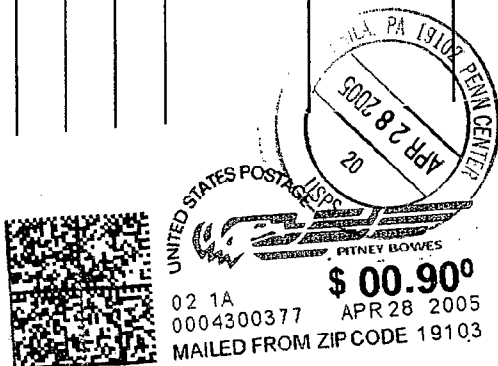
I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEGE, ESQUIRE
Attorney for Plaintiff

January 19, 2005

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	JONATHAN A. ZIMMERMAN	Tenant/Occupant, RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830		
2	583702	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20105

NO: 04-1408-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.
vs.

DEFENDANT: JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/09/2005

LEVY TAKEN 04/25/2005 @ 1:12 PM

POSTED 04/25/2005 @ 1:12 PM

SALE HELD 10/07/2005

SOLD TO WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/19/2006

DATE DEED FILED 01/19/2006

PROPERTY ADDRESS RR #1, BOX 197 A/K/A 655 FLEGAL ROAD CLEARFIELD , PA 16830

FILED
01/10/38/BN
JAN 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

07/22/2005 @ SERVED JONATHAN A. ZIMMERMAN

SERVED JONATHAN A. ZIMMERMAN BY CERT AND REGULAR MAIL PER COURT ORDER CERT #70033110000193801289. RETURNED UNCLAIMED JULY 25, 2005. REG RETURNED UNCLAIMED 7/26/05

@ SERVED CONNIE ZIMMERMAN

NOW, MAY 11, 2005 DEPUTIZED JEFFERSON COUNTY. JEFFERSON COUNTY RETURNED WRIT AS NOT FOUND , TIME FOR SERVICE EXPIRED ON JUNE 21, 2005.

08/08/2005 @ SERVED CONNIE A. ZIMMERMAN

SERVED CONNIE A. ZIMMERMAN, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO RR #1, BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, CLEARFIELD CO., PENNSYLVANIA CERT #70033110000193801227. RETURNED 8/15/05 TO SHERIFF'S OFFICE UNCLAIMED. REG, MAIL RETURNED 8/11/05 UNCLAIMED.

@ SERVED

NOW, JUNE 2, 2005, RECEIVED A FAX LETTER FROM PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 3, 2005 TO AUGUST 5, 2005.

@ SERVED

NOW, AUGUST 2, 2005 RECEIVED A FAX LETTER FROM PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR AUGUST 5, 2005 TO OCTOBER 7, 2005.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20105
NO: 04-1408-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.

vs.

DEFENDANT: JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN

Execution REAL ESTATE

SHERIFF RETURN


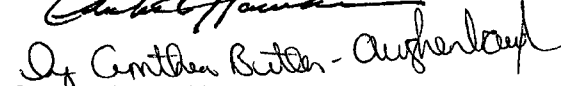
SHERIFF HAWKINS \$275.42

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FRGO HOME MORTGAGE, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 04-1408-CD

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN

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: RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due

\$68,650.14

Interest from 2/7/05 to
Date of Sale (\$11.28 per diem)

\$

Total

\$ Plus costs as endorsed.

Prothonotary costs 190.37

[Signature]
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated FEB. 10, 2005

(SEAL)

By:

[Signature]
Deputy

KIO

Received February 10, 2005 @ 2:30 P.M.
Chaston A. Humberis
by Catherine Butler-Alphandough

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.

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, situate in Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the northeast corner of other lands of Jonathan A. Zimmerman, also said rebar being on the western right of way of Township Road T-519 also known as Flegal Road, also said rebar being the southeast corner of lands being conveyed and running;

1. THENCE along the other lands of Jonathan A. Zimmerman North 75 degrees 37 minutes 07 seconds West a distance of 152.59 feet to a 3/4" rebar (set), said rebar being on the centerline of the old Witmer-Steele tram road;

2. THENCE through lands of the grantor and along the old Witmer-Steele tram road for a new line North 46 degrees 42 Minutes 49 seconds East a distance of 25.00 feet to a 3/4" rebar (set);

3. THENCE still through lands of the grantor for a new line South 76 degrees 23 minutes 48 seconds East a distance of 148.69 feet to a 3/4" rebar (set), said rebar being on the western right of way of the aforementioned Flegal Road;

4. THENCE along the western right of way of Flegal Road South 36 degrees 36 minutes 05 seconds West a distance of 25.00 feet to a 3/4" rebar (set) and place of beginning;

CONTAINING 3,322.54 square feet as shown on map prepared by Curry and Associates dated August 27, 1990. Bearing the base on True North.

Tax Parcel #123-J7-83.

TITLE TO SAID PREMISES IS VESTED IN Jonathan A. Zimmerman and Connie Zimmerman, husband and wife by Deed from Dorothy Rowles, a widow dated 11/12/1990 and recorded 12/5/1990, in Record Book 1376 Page 259.

Premises : RR# 1 Box 197 A/K/A 655 Flegal Road, Clearfield, PA 16830

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JONATHAN A. ZIMMERMAN

NO. 04-1408-CD

NOW, January 18, 2006, 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 October 07, 2005, I exposed the within described real estate of Jonathan A. Zimmerman And Connie Zimmerman to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	16.42
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$275.42

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	68,650.14
INTEREST @ 11.2800 %	2,729.76
FROM 02/07/2005 TO 10/07/2005	
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	\$71,419.90

COSTS:

ADVERTISING	743.84
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	275.42
LEGAL JOURNAL COSTS	432.00
PROTHONOTARY	190.37
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,815.63

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

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20105

TERM & NO. 04-1408-CD

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.

vs.

JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

**MAKE REFUND PAYABLE TO ATTORNEY OFFICE
RETURN TO BE SENT TO THIS OFFICE**

SERVE: CONNIE ZIMMERMAN

ADDRESS: 1467 RINGGOLD TIMBLIN ROAD
TIMBLIN, PA 15778

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, May 11, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1408 C.D.

Now, June 21, 2005, I return the Notice of Sheriff's Sale, Writ of Execution and Copy of Levy Sheet for CONNIE ZIMMERMAN, defendant, back to the Clearfield County Sheriff's Office marked "not found; time for service has expired".

Advance Costs Received:	\$125.00	
My Costs:	31.82	Paid
Prothy:	2.00	
Total Costs:	33.82	
REFUNDED:	\$ 91.18	

So Answers,

Sworn and subscribed

to before me this

day of

By

21st
June 2005
Laura J. Leest

Thomas A. Demko

Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires The
First Monday January 2006

 **COPY**

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.,
Plaintiff

vs.

JONATHAN A. ZIMMERMAN
CONNIE ZIMMERMAN,
Defendants

*
*
*
*
*
*
*

NO. 04-1408-CD

ORDER

NOW, this 1st day of August, 2005, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale upon the Defendants, **CONNIE A. ZIMMERMAN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendants last known address and the mortgaged premises known in this herein action as RR #1, Box 197 a/d/a 655 Flegal Road, Clearfield, Pennsylvania 16830.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CONNIE A. ZIMMERMAN
RR #1, BOX 197 AD/A
655 FLEGAL ROAD
CLEARFIELD, PA 16830

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

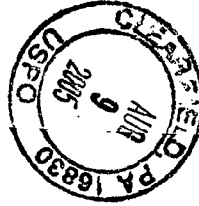
☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 3110 0001 9380 1227



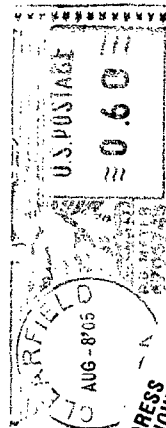


CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

*Copy to
5/11/80*

A
C
S



☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER/STREET
☒ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

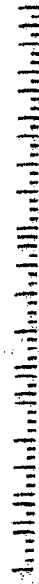
☐ OTHER

RTS
RETURN TO SENDER

CONNIE A. ZIMMERMAN
RR #1, BOX 197 A/D/A
655 FLEGAL ROAD
CLEARFIELD, PA 16830

UTF

16830+7208-33 R001





CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

102
7/13/05

Handwritten signature

JONATHAN A. ZIMMERMAN
RR #1, BOX 197 A/D/A
655 FLEGAL ROAD
CLEARFIELD



7003 3110 0001 9380 1289

Handwritten X

☐ A INSUFFICIENT ADDRESS
☐ C ATTEMPTED NOT KNOWN
☐ S NO SUCH NUMBER/STREET
☐ OTHER
- UNABLE TO FORWARD

168307208 01

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
CLEARFIELD, PA 16830

Postage	\$ 00.40
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 44.65

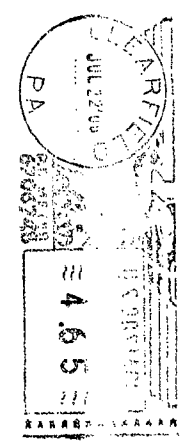
0830
07 Postmark
Here

07/22/2005

Sent To

Street, Apt. No., or PO Box No.	JONATHAN A. ZIMMERMAN RR #1, BOX 197 A/D/A 655 FLEGAL ROAD CLEARFIELD, PA 16830
City, State, ZIP+4	

PS Form 3800, June 2002 See Reverse for Instructions



RTS
RETURN TO SENDER

CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JONATHAN A. ZIMMERMAN
RR #1, BOX 197 A/D/A
655 FLEGAL ROAD
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
X		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, enter delivery address below:		

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Article Number (Transfer from service label)	7003 3110 0001 9380 1289	102595-02-M-1540
PS Form 3811, February 2004 Domestic Return Receipt		





CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

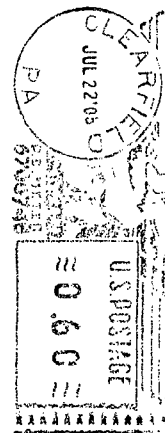
De Hacks

JONATHAN A. ZIMMERMAN
RR #1, BOX 197 A/D/A
655 FLEGAL
CLEARFIELD

ZIMMERMAN
168302017 1A04 03 07/25/05
RETURN TO SENDER
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

168302017 1A04 03 07/25/05

168302017 1A04 03 07/25/05

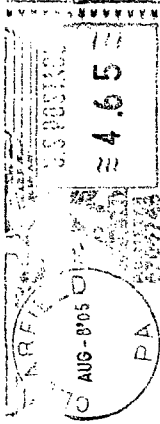




CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 1227



8/15/05

UTF

CONNIE A. ZIMMERMAN
RR #1, BOX 197 A/D/A

655 FLEGAL

CLEARFIELD

A
C
S

- ☐ INSUFFICIENT ADDRESS
- ☐ ATTEMPTED NOT KNOWN
- ☐ NO SUCH NUMBER/ STREET
- ☐ NOT DELIVERABLE AS ADDRESSED
- ☐ - UNABLE TO FORWARD

☐ OTHER

RTS
RETURN TO SENDER

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com
OFFICIAL USE

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

Sent To
CONNIE A. ZIMMERMAN
RR #1, BOX 197 A/D/A
655 FLEGAL ROAD
CLEARFIELD, PA 16830
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

Federman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.com

Sandra Cooper
Lenders in
Judgment Department, Ext. 1258
New Jersey

Representing

Pennsylvania and

June 2, 2005

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

ATTENTION: CINDY (814) 765-5915

Re: WELLS FARGO BANK, N.A., S/B/M TO WELLS FRGO HOME MORTGAGE, INC. v.
JONATHAN A. ZIMMERMAN CONNIE ZIMMERMAN
No. 04-1408-CD
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which
is scheduled for June 3, 2005.

The property is to be relisted for the August 5, 2005 Sheriff's Sale.

Very truly yours,

SMC

Sandra Coocer

VIA TELECOPY (814) 765-5915

CC: JONATHAN A. ZIMMERMAN RR #1 BOX 197 A/K/A 655 FLEGAL ROAD CLEARFIELD, PA 16830	CONNIE ZIMMERMAN 1467 RINGGOLD TIMBLIN ROAD TIMBLIN, PA 15778
---	---

Federman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.com

Sandra Cooper
Lenders in
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June 2, 2005

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

ATTENTION: CINDY (814) 765-5915

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JONATHAN A. ZIMMERMAN CONNIE ZIMMERMAN
No. 04-1408-CD
RR #1 BOX 197 A/K/A 655 FLEGAL ROAD, CLEARFIELD, PA 16830

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SMC

Sandra Coouer

VIA TELECOPY (814) 765-5915

CC: JONATHAN A. ZIMMERMAN RR #1 BOX 197 A/K/A 655 FLEGAL ROAD CLEARFIELD, PA 16830	CONNIE ZIMMERMAN 1467 RINGGOLD TIMBLIN ROAD TIMBLIN, PA 15778
---	---

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., s/b/m to Wells
Fargo Home Mortgage, Inc.

Plaintiff

v.

Jonathan A. Zimmerman and Connie
Zimmerman

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

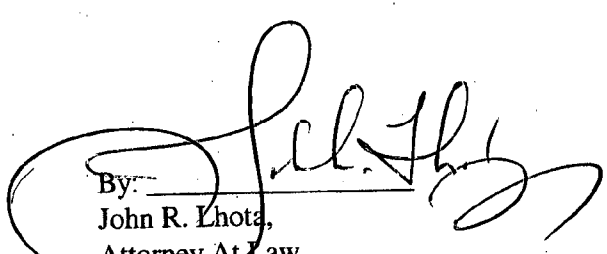
MORTGAGE FORECLOSURE

NO. 04-1408-CD

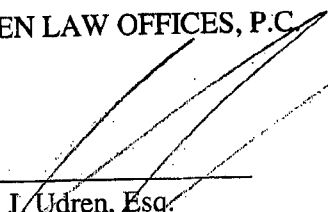
PRAECIPE FOR ENTRY OF APPEARANCE

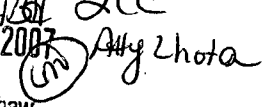
To the Prothonotary:

Kindly enter our appearance on the docket as co-counsel for Plaintiff, Wells Fargo Bank,
N.A., s/b/m to Wells Fargo Home Mortgage, Inc. with respect to the above matter.

By: 
John R. Lhota,
Attorney At Law
Local Counsel

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esq.
Attorney for Plaintiff

FILED
01/31/04/01 2cc
JAN 31 2007
Wm A Shaw
Prothonotary/Clerk of Courts


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

Lap over margin

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., s/b/m to Wells
Fargo Home Mortgage, Inc.

Plaintiff

v.

Jonathan A. Zimmerman and Connie
Zimmerman

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 04-1408-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of the attached Motion for Mortgage Reformation, Confirmation of Judgment and Sheriff's Sale and Corrective Sheriff's Deed Poll, Memorandum of Law and proposed Order upon the following person named herein at their last known address or their attorney of record.

_____ Federal Express Overnight Mail
_____ Regular and Certified Mail
_____ Other (posting of premises)

Date Served: January 30, 2007

TO: Jonathan & Connie Zimmerman
RR#1, Box 197
Clearfield, PA 16830
and

Clearfield County Sheriff's Department
Courthouse, 1 N. 2nd Street, Ste. 116
Clearfield, PA 16830

1467 Ringgold Timblin Rd.
Timblin, PA 15778
(via Federal Express only)

UDREN LAW OFFICES, P.C.

By: _____
Mark J. Udren, Esquire
Attorney for Plaintiff

FILED 2cc
JAN 31 2007
Atty Lhota
(co-counsel)

William A. Shaw
Prothonotary/Clerk of Courts

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

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., s/b/m to Wells
Fargo Home Mortgage, Inc.

Plaintiff

v.

Jonathan A. Zimmerman and Connie
Zimmerman

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 04-1408-CD

FILED 2cc
01/30/07
JAN 31 2007
Atty
Lho
William A. Shaw
Prothonotary/Clerk of Courts
62

**PLAINTIFF'S MOTION TO REFORM MORTGAGE, CONFIRM JUDGMENT,
SHERIFF'S SALE AND ORDERING CORRECTIVE SHERIFF'S DEED**

Plaintiff, by and through its undersigned counsel, Mark J. Udren, Esquire, moves this Honorable Court for an Order reforming mortgage, confirming judgment and sheriff's sale and issuing a corrective sheriff's deed and in support thereof avers the following:

1. Plaintiff is Wells Fargo Bank, N.A., s/b/m to Wells Fargo Home Mortgage, Inc. ("Wells Fargo").
2. Defendants, Jonathan A. Zimmerman and Connie Zimmerman, are adult individual believed to be residing at RR#1, Box 197, a/k/a 655 Flegal Road, Clearfield, PA 16830 ("**Property**") or 1467 Ringgold Timblin Road, Timblin, PA 15778 ("**Zimmermans**").
3. The Zimmermans acquired title to the Property by two Deeds, the first dated January 29, 1976 from Cloyd and Dorothy Rowles, which Deed was recorded on January 30, 1976 in the Clearfield County Recorder of Deeds in Book 713, Page 101 ("**Deed 1**"). A true and correct copy of Deed 1 is attached hereto as Exhibit "A".

4. The second deed by which the Zimmermans acquired title to the property was dated November 12, 1990 from Dorothy Rowles, widow, which Deed was recorded on December 5, 1990 in the Clearfield County Recorder of Deeds in Book 1376, Page 259 ("**Deed 2**"). A true and correct copy of Deed 2 is attached hereto as Exhibit "B".

5. As set forth in the Deeds, the Property conveyed to the Zimmermans consist of two (2) parcels which comprise the singular residential address of RR#1, Box 197, Clearfield, PA 16830.

6. The parcels which comprise the Property are combined for tax assessment purposes and maintain one tax parcel identification number of #123-J7-83. A true and correct copy of the Clearfield County Tax Assessment Office Property Report Card is attached hereto as Exhibit "C" ("**Report Card**").

7. Within the Report Card, both deed book recordings are referenced. *See* Exhibit C.

8. The Tax Assessment Office advised undersigned counsel that Book 713/101 is 1.51 acres and Book 1376/259 comprises the remaining portion of the parcel which totals 1.559 acres and includes a house and two-car garage. *See* Exhibit C.

7. On October 4, 2000, Plaintiff's assignor in interest, Pennwest Home Equity Services Corporation, accepted a mortgage from the Zimmermans against the Property which secured repayment of a Note in the amount of Sixty Thousand (\$60,000.00) Dollars said Mortgage being recorded on October 24, 2000 in the Clearfield County Recorder of Deeds as Instrument Number 200015037 ("**Mortgage**"). A true and correct copy of the Mortgage and Note are attached hereto as Exhibits "D" and "E".

8. The Mortgage was assigned to Plaintiff herein by Assignment of Mortgage recorded on October 24, 2000 as Instrument Number 200015903 ("**Assignment**"). A true and correct copy of the Assignment is attached hereto as Exhibit "F".

9. Through mistake, inadvertence and/or harmless ministerial error, the legal description attached to the Mortgage did not list both parcels; the legal description attached to the Mortgage only referenced the description of the Property in Deed 2. *See* Exhibit D.

~~10. Subsequently, the legal description utilized in the within foreclosure complaint~~
contained the same erroneous legal description and in turn, the Sheriff's Deed Poll. A true and correct copy of the Sheriff's Deed is attached hereto as Exhibit "G".

11. At all relevant times hereto, the Mortgagee herein extended the loan to the Zimmermans intending that the loan would be secured by a valid mortgage lien against the entire Property.

12. Because of the mistake, inadvertence and/or harmless ministerial error in failing to attach the proper legal description to the Mortgage, Wells Fargo may not have a valid mortgage lien against the entire Property as intended.

13. Because of the mistake, inadvertence and/or harmless ministerial error in failing to attach the proper legal description to the Mortgage, Wells Fargo may not be able to properly effectuate the mortgage interest in the Property that the parties intended the mortgagee to possess for what amounts to a "cutting and pasting" or typographical error in attaching less than the complete legal description to the Mortgage at loan closing.

14. Neither the Defendants nor any third party will not be prejudiced or harmed by the granting of the within relief.

15. There is no prejudice to the Defendant inasmuch as they expressed a clear and written intent to mortgage RR#1, Box 197, Clearfield, PA 16830 as security for repayment of the Note and said Property maintains one property tax identification number and residence address. *See* Exhibit D.

16. Additionally, the Defendants failed to appear in the within proceedings and

default judgment was entered against them which gave rise to a sheriff's execution sale.

17. No third parties that may have been present to bid at the subject sheriff's sale were prejudiced because the singular property address of RR#1, Box 197, Clearfield, PA 16830 with the singular tax parcel identification number of #123-J7-83 was the subject of the foreclosure action, Notice of Sale, Writ of Execution, etc. *See* Exhibit G setting forth the street address of the property as RR#1, Box 197, Clearfield, PA 16830 and tax parcel identification number of #123-J7-83.

18. Accordingly, only Wells Fargo is subject to severe prejudice if the within relief is not granted which prejudice far outweighs the underlying mistake, inadvertence and/or harmless error occasioned by the incomplete legal description being attached to the Mortgage at closing.

WHEREFORE, Wells Fargo respectfully requests the Court to:

- a) Reform the Mortgage to reflect the proper legal description of the former Zimmermans' property, as more particularly described herein;
- b) Declare that Defendants, Jonathan A. Zimmerman and Connie Zimmerman, are bound by the terms and conditions of the Mortgage as if originally executed with the proper legal description;
- c) Declare that the Mortgage, as reformed, is valid and enforceable in all respects as of the date of its original recording, October 24, 2000, for purposes of lien priority and all other rights and privileges granted thereto;
- d) Confirm the judgment in foreclosure entered on February 10, 2005;
- e) Confirm the sheriff's sale of June 3, 2005;
- f) ~~Direct the Clearfield County Sheriff's Office to issue a Corrective Deed to reflect~~
the proper legal description; and
- g) Direct that the Clearfield County Recorder's Office accept a copy of this order

granting final relief and index that order in the same manner as a mortgage.

Respectfully submitted,
UDREN LAW OFFICES, P.C.

By: _____
Mark J. Udren, Esquire
Attorney for Plaintiff

04/11/2006

14:55

BELIN KUBISTA → 18564289941.

No. and WARRANT DEED

County: Clearfield, Pa.

VOL 713 PAGE 101

This Deed.

Made the

1926

day of January

in the year Nineteen

Hundred and twenty-six.

Between CLOYD ROWLES and DOROTHY ROWLES, husband and wife, of R. D. #1, Clearfield, Clearfield County, Pennsylvania, hereinafter called GRANTORS;

A
N
D

JONATHAN A. ZIMMERMAN and CONNIE L. ZIMMERMAN, husband and wife, of R. D. #1, Clearfield, Clearfield County, Pennsylvania, hereinafter called GRANTEE;

Witnesseth, that in consideration of One (\$1.00) THIS DEED IS FROM PARENTS TO DAUGHTER AND SON-IN-LAW

Dollar,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do

hereby grant and convey to the said grantee a

All that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southwest corner of lands of Harry B. Reichenbach and Flegal Road; thence along Flegal Road East 230 feet more or less to corner of land of Flegal Road and property owned by Cloyd and Dorothy Rowles; thence along land of Rowles North 150 feet more or less to corner of land of Rowles and the Witmer-Steele Trum Road; thence along the Witmer-Steele Trum Road West 365 feet more or less to corner of land of Witmer-Steele Trum Road and lands of Reichenbach; thence along property of Reichenbach South 275 feet more or less to point and place of beginning. The above described property is outlined in red on the attached map.

BEING a part of the same premises that Park M. Weipox, Receiver of the County National Bank of Clearfield, Pennsylvania, granted and conveyed to Cloyd and Dorothy Rowles by deed dated September 21, 1942, and recorded in the Clearfield County Court House on September 23, 1942, in Deed Book 347, Page 460.

Exhibit "A"

04/11/2006

14:55

BELIN KUBISTA → 18564289941

Vol 713 Page 102

And the said grantor s, do hereby covenant and agree to and with the said grantor s
 that they, the grantors, their heirs, executors and administrators
 shall and will specially warrant and forever defend the herein
 above described premises, with the hereinafter and appurtenances, unto the said grantee s,
 their heirs and assigns against the said grantors, and against every other person
 lawfully claiming or who shall hereafter claim the same or any part thereof

In witness whereof said grantor s have hereunto set their hands and
 seals the day and year first above written.

Witnessed and delivered in the presence of

Clayd Bowles (DE)
Dorothy Bowles (BS)
Clayd Bowles (US)
Dorothy Bowles (US)

State of PENNSYLVANIA

County of CLEARFIELD

On this, the 29th day of January, 1920, before me

the undersigned officer,

personally appeared Clayd Bowles and Dorothy Bowles

known to me (or satisfactorily proven) to be the person s whose name s are

subscribed to the within instrument, and acknowledged that

they have executed the same for the purposes therein contained.

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

[Signature]
 Title of Officer

I hereby certify that the precise residence of the grantor or grantee is

R. D. #1

Clearfield, Pennsylvania

[Signature]

AFFIDAVIT NO. 5013

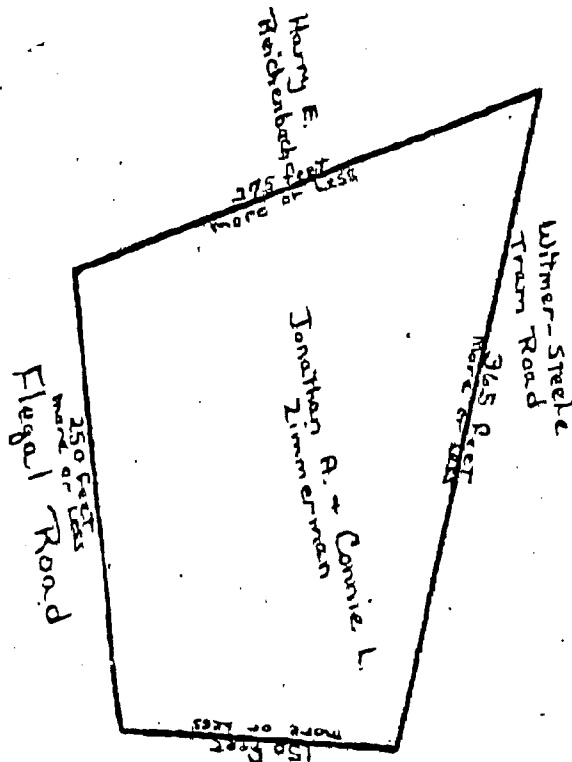
04/11/2006

14:55

BELIN KUBISTA → 18564289941

NO. 213

NO. 213



1 inch = Approximately 60 Feet

N
S

Jan 32 1876 9:33 *Carl A. Belin*

04/11/2006

14:55

BELIN KUBISTA → 18564289941

NO. 279

W10

VOL 1376 PAGE 259

D E E D

MADE this 12 day of November, 1990, by and between DOROTHY ROWLES, a widow, residing at R. D. 1 Clearfield, PA 16830

AND

JONATHAN A. ZIMMERMAN and CONNIE ZIMMERMAN, husband and wife, residing at R. D. 1 Box 197, Clearfield, PA 16830

In consideration of One and no/100 ----- Dollars (\$1.00)----- and at the GRANTOR herein grants and conveys, bargains and sells, unto the GRANTEE, her heirs, successors and assigns,

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

BEGINNING at a 3/4" rebar (set) at the northeast corner of other lands of Jonathan A. Zimmerman, also said rebar being on the western right of way of Township Road T-519 also known as Flegal Road, also said rebar being the southeast corner of lands being conveyed and running;

1. thence along the other lands of Jonathan A. Zimmerman North 75 degrees 37 minutes 07 seconds West a direction of 152.59 feet to a 3/4" rebar (set), said rebar being on the centerline of the old Witmer-Steele tram road;

2. thence through lands of the grantor and along the old Witmer-Steele tram road for a new line North 46 degrees 42 minutes 49 seconds East a distance of 25.00 feet to a 3/4" rebar (set);

3. thence still through lands of the grantor for a new line South 76 degrees 23 minutes 48 seconds East a distance of 148.69 feet to a 3/4" rebar (set), said rebar being on the western right of way of the aforementioned Flegal Road;

4. thence along the western right of way of Flegal Road South 36 degrees 36 minutes 05 seconds West a distance of 25.00 feet to a 3/4" rebar (set) and place of beginning, containing 3,122.54 square feet as shown on map prepared by Curry and Associates dated August 27, 1990. Bearing the base on True North.

BEING a portion of the premise conveyed to Cloyd and Dorothy Rowles by deed dated September 21, 1942, and recorded in Clearfield County Deed Book 347 page 460 on September 23, 1942.

Cloyd Rowles died on May 25, 1984 whereupon the entire title to the premises vested in Dorothy Rowles, Grantor.

THIS CONVEYANCE IS FROM MOTHER TO CHILDREN AND IS EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX.

Exhibit "B"

04/11/2006

14:55

BELIN KUBISTA → 18564289941

VOL 1376 PAGE 261

AND the said Grantors hereby covenant and agree that they
will WARRANT SPECIALLY the property hereby conveyed.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR
INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE
SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR
OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE
ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO
THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER
STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES
NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES
OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS
INSTRUMENT.

IN WITNESS WHEREOF, the GRANTORS have caused these presents
to be properly executed in the capacity therein stated the day
and year first above written.

WITNESS:

Dorothy Rowles
Dorothy Rowles

ATTEST:

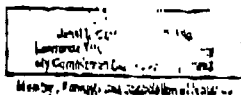
W. L. Rowles

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

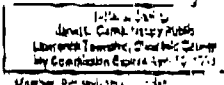
ES

On this the 12 day of November, 1990, before me, the
undersigned officer, personally appeared Dorothy Rowles known to
me to be the person described in the foregoing Deed, and
acknowledged that she executed the same in the capacity therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.



James L. Carr



CLEARFIELD COUNTY
ENTERED OF RECORD 11/15/90
TIME 10:24 AM
BY *[Signature]*
FEE \$ 7.50
Michael R. Lyle, Recorder

04/11/2006

14:55

BELIN KUBISTA → 18564289941

NO. 275 013

vol. 1376na262

I hereby certify that the precise address of the Grantee
is:

R. D. 1 Box 197-
Clearfield, PA 16830

Date: September 30, 1990

Robert P. Smith
Robert P. Smith, Attorney

RECORDED

RECORDED
INDEXED
SERIALIZED
FILED

RECORDED

INDEXED

COMMONWEALTH OF PENNSYLVANIA

County of Clearfield

RECORDED on this 5th day of
September A.D. 1990 in the Recorder's Office
of said County, in Deed Book
Vol. 1376, page 257

Given under my hand and the seal of the said
office, the date above written.

Michael R. Lytle

My Commission Expires
First Monday in January, 1992



Entered of Record 12-5-1990 10:54AM Michael R. Lytle, Recorder

123-JR-83

Zimmerman, Jonathan A. & Monte L.
R. D. #1
Clearfield, Pa. (1977)
Wells Fargo Bank, N A (2007)

200600947

~~1.51 A in fee~~

713/101

~~1.59 A in fee (1991)~~

1376/259

1.559 A in fee (1993)

WHEN RECORDED MAIL TO:

PENNWEST HOME EQUITY SERVICES
CORPORATION
141 CHURCH STREET
HOOVERSVILLE, PENNSYLVANIA 15936

Loan No 00070004

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 4, 2000

The mortgagor is

JONATHAN A. ZIMMERMAN, CONNIE ZIMMERMAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to PENNWEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA CORPORATION which is organized and existing under the laws of PENNSYLVANIA, and whose address is 141 CHURCH STREET, HOOVERSVILLE, PENNSYLVANIA 15936 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND 00/100

Dollars (U.S. \$60,000.00). 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 NOVEMBER 1, 2015. 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 of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County Pennsylvania.

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: BEING BOUNDED AND MORE FULLY DESCRIBED IN A DEED DATED 11/02/90 AND RECORDED 12/05/90, AMONG THE LAND RECORDS OF THE COUNTY AND THE STATE SET FORTH ABOVE, IN DEED VOLUME 1376 AND PAGE 259.

ADDRESS: RR#1 BOX 197, CLEARFIELD, PA 16830 CLEARFIELD COUNTY
TAX MAP OR PARCEL ID NO.: 123-0-J07-000-00083

A.P.N. # 123-0-J07-000-00083

which has the address of RR#1 BOX 197

[Street]

CLEARFIELD

[City]

Pennsylvania 16830
[Zip Code]

("Property Address");

THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH MAY REQUIRE A BALLOON PAYMENT AT MATURITY.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow

Exhibit "D"

Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **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 and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering

on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for 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 successors 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 17. 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.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

14. **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 other 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.

15. **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.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

7

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "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:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. 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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. 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.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. 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.

26. 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.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Other(s) [specify] Prepayment Rider | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 5 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Jonathan A. Zimmerman (Seal)
JONATHAN A. ZIMMERMAN -Borrower

Connie Zimmerman (Seal)
CONNIE ZIMMERMAN -Borrower

Karen Geisel (Seal)
-Borrower
Witness

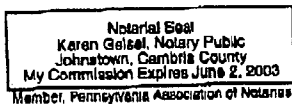
Karen Geisel (Seal)
-Borrower
Witness

COMMONWEALTH OF PENNSYLVANIA,
County ss: Clearfield

On this, the 4 day of Oct. 2000 before me, *Karen Geisel*
the undersigned officer, personally appeared JONATHAN A. ZIMMERMAN, CONNIE ZIMMERMAN
known to me (or satisfactorily
proven) to be the person^{are} whose name^s subscribed to the within instrument and
acknowledged that they executed the same for the purpose herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



Karen Geisel
Title of Officer

CERTIFICATE OF RESIDENCE

I, *Karen Geisel*, do hereby certify that the correct address of the within named Lender is
141 CHURCH STREET, HOOVERSVILLE, PA 15936
Date 10-4-00 *Karen Geisel*
Agent of Lender

BALLOON NOTE

5825753

(Fixed Rate)

Loan No. 00070004

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

OCTOBER 4, 2000
[Date]

CLEARFIELD
[City]

PENNSYLVANIA
[State]

RR#1 BOX 197, CLEARFIELD, PA 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 60,000.00 (this amount is called principal"), plus interest, to the order of the Lender. The Lender is PENNWEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 14.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on DECEMBER 1, 2000

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that

I may owe under this Note. My monthly payments will be applied to interest before principal. If, on NOVEMBER 1, 2015

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 141 CHURCH STREET, HOOVERSVILLE, PENNSYLVANIA, 15936

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U. S. \$ 716.86

4. BORROWER'S RIGHT TO PREPAY ** See attached Prepayment Note Addendum.**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

Exhibit "E"

(B) Default

If I do not pay the full amount of each on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of the Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal) _____ (Seal)

JONATHAN A. ZIMMERMAN

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.

BY: *gly*
Jo Linnac, Assistant Secretary

PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.

WITHOUT RECOURSE
PERMWEST HOME EQUITY SERVICES, CORP.
141 CHURCH STREET
HOOVERVILLE, PA 15938

David T. Bassett
DAVID T. BASSETT
PRESIDENT

Loan Number 00070004

ADDENDUM TO FIXED RATE NOTE
(Prepayment)

This ADDENDUM is made on **OCTOBER 4, 2000**
part of the Note dated the same date as this Addendum.

, and is incorporated into and intended to form a

1. Section 4 of the Note is modified to provide that I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial-prepayment."

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying any penalty. However, if within the first (5) year(s) after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to two percent (2%) of the unpaid principal balance at the time of prepayment.

If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

2. All other provisions of the Note are unchanged by this Addendum and remain in full force and effect.

Date 10/4/2000


Borrower JONATHAN A. ZIMMERMAN (Seal)

Borrower (Seal)

Borrower (Seal)

Loan Number: 00070004

BALLOON RIDER

THIS BALLOON RIDER is made on this **OCTOBER 4, 2000** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PENNWEST HOME EQUITY SERVICES CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
RR#1 BOX 197, CLEARFIELD, PA 16830
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

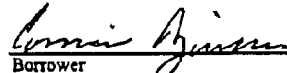
THIS LOAN IS PAYABLE IN FULL AT THE END OF 15 YEARS. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND THE UNPAID INTEREST THEN DUE, THIS IS CALLED THE "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER BORROWER HAS THIS LOAN WITH, WILLING TO LEND BORROWER THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).


Borrower
JONATHAN A. ZIMMERMAN
10/4/2000
Date

Borrower _____ Date _____

Borrower _____ Date _____


Borrower
CONNIE ZIMMERMAN
10/4/2000
Date

Borrower _____ Date _____

Borrower _____ Date _____

WHEN RECORDED MAIL TO:

PENNWEST HOME EQUITY SERVICES CORPORATION
141 CHURCH STREET
HOOVERVILLE, PENNSYLVANIA 15936
ATTN: QUALITY CONTROL

Loan Number: 00070004

Servicing Number: 5825702

[Space Above This Line For Recording Date]

KARL L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200015903
RECORDED ON
OCT 24 2000
12:08:04 PM
RECORDING FEES - \$13.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED
IMPROVEMENT FUND \$1.00
STATE UNIT TAX \$0.50
TOTAL \$15.50
CUSTOMER
U S EXPRESS REAL ESTATE
INFO SERVICES INC

Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to WELLS FARGO HOME MORTGAGE, INC., 800 LA SALLE AVENUE #1000 MINNEAPOLIS, MN 55402

all beneficial interest under that certain Mortgage dated OCTOBER 4, 2000

JONATHAN A. ZIMMERMAN, CONNIE ZIMMERMAN, HUSBAND AND WIFE

Mortgagor and recorded as Instrument No. 200015037 concurrently herewith on 10/9/00

In book page of Official Records in the County Recorder's office of CLEARFIELD County,

PENNSYLVANIA, describing land therein as

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: BEING BOUNDED AND MORE FULLY DESCRIBED IN A DEED DATED 11/03/90 AND RECORDED 12/05/90, AMONG THE LAND RECORDS OF THE COUNTY AND THE STATE SET FORTH ABOVE, IN DEED VOLUME 1376 AND PAGE 259.

ADDRESS: RR#1 BOX 197, CLEARFIELD, PA 16830 CLEARFIELD COUNTY
TAX MAP OR PARCEL ID NO.: 123-0-J07-000-00083

Commonly known as: RR#1 BOX 197, CLEARFIELD, PA 16830

Assessor's Parcel # 123-0-J07-000-00083

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. PENNWEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA CORPORATION

By: [Signature]
Name: David T. Bassett
Title: President

By: _____
Name: _____
Title: _____

Attest _____

Attest _____

STATE OF PENNSYLVANIA

COUNTY OF SOMERSET SS.

On OCTOBER 4, 2000 before me,

CHRISTINE BLALOCK
personally appeared

DAVID T. BASSETT

who acknowledged himself to be the President of PENNWEST HOME EQUITY SERVICES CORPORATION, a corporation, and that he as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

(This area for Corporate Seal)

WITNESS my hand and official seal.

Signature [Signature]
CHRISTINE BLALOCK

(This area for official notarial seal)

I, Eileen Grandas do hereby certify that the correct address of the within named lender is WELLS FARGO HOME MORTGAGE, INC., 800 LA SALLE AVENUE #1000 MINNEAPOLIS, MN 55402

Name (typed or printed)
Notary Public on for said State

10-4-00
Date

[Signature]
Agent of Lender

Notarial Seal
Christine Blalock, Notary Public
Hooversville Boro, Somerset County
My Commission Expires June 2, 2005

ASSIGNMENT OF MORTGAGE
PennWest Documents

Mentor, Pennsylvania Association of Notaries

Exhibit "F"

This document prepared by and
when recorded, return to:

Wells Fargo Home Mortgage, Inc.
Attention: Final Documents MAC
X4701-024
3601 Minnesota Drive Suite 200
Bloomington, MN 55435

Loan Number: 5825702
Service Number: 5825702
Chan: LEX

Assignment of Mortgage/Deed of Trust

For value received,
Wells Fargo Home Mortgage, Inc.
405 SW 5th St., Des Moines, IA 50328

hereby sells, assigns and transfers to:

Its successors and assigns all of its right, title, and interest to a certain Mortgage / Deed of Trust as follows:

Execution Date : 10/04/2000

Legal Name : JONATHAN A. ZIMMERMAN, CONNIE ZIMMERMAN, HUSBAND AND WIFE

Beneficiary : PENNWEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA CORPORATION

County : CLEARFIELD

State : PA

Recorded Date :

ADDRESS : RR#1 BOX 197
CLEARFIELD, PA 16830

Document Number :

BOOK :

PAGE :

Legal:



State of Maryland) SS
County of Frederick)


Heather Partin
Vice-President


Jo Lennox
Assistant Secretary


Terri Harding
Witnessed by


Beverly W. Crockett
Witnessed by

On this Monday, November 20, 2000 before me, the undersigned a Notary Public of the state of Maryland, personally appeared Heather Partin and Jo Lennox, respectively to me personally known, who being duly sworn, did say that they are a(n) Vice-President and Assistant Secretary respectively, of Wells Fargo Home Mortgage, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and the said Heather Partin and Jo Lennox acknowledged the execution of said instrument to be the voluntary act and deed of Wells Fargo Home Mortgage, Inc., by it voluntary done and executed. Witnessed by my hand and notarial seal the day and last year above written.


NOTARY PUBLIC

J. Hamilton
Notary Public
Carroll County, MD
My Commission Expires 08/01/2003

SHERIFF'S DEED
-ACT OF 1905

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 \$1.00 plus costs, to me in hand, do hereby grant and convey to WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., the following described property, to wit:

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, situate in Clearfield County, Pennsylvania bounded and described as follows: (LAWRENCE TOWNSHIP)

BEGINNING at a 3/4" rebar (set) at the southeast corner of other lands of Jonathan A. Zimmerman, also said rebar being on the western right of way of Township Road T-519 also known as Flegal Road, also said rebar being the southeast corner of lands being conveyed and running:

1. THENCE along the other lands of Jonathan A. Zimmerman North 75 degrees 37 minutes 07 seconds West a distance of 152.59 feet to a 3/4" rebar (set), said rebar being on the centerline of the old Winner-Steele tram road;
2. THENCE through lands of the grantor and along the old Winner-Steele tram road for a new line North 46 degrees 42 Minutes 49 seconds East a distance of 25.00 feet to a 3/4" rebar (set);
3. THENCE still through lands of the grantor for a new line South 76 degrees 23 minutes 48 seconds East a distance of 148.69 feet to a 3/4" rebar (set), said rebar being on the western right of way of the aforementioned Flegal Road;
4. THENCE along the western right of way of Flegal Road South 36 degrees 36 minutes 05 seconds West a distance of 25.00 feet to a 3/4" rebar (set) and place of beginning;

CONTAINING 3,322.54 square feet as shown on map prepared by Curry and Associates dated August 27, 1990. Bearing the base on True North.

Tax Parcel #123-17-83.

TITLE TO SAID PREMISES IS VESTED IN Jonathan A. Zimmerman and Connie Zimmerman, husband and wife by Deed from Dorothy Rowles, a widow dated 11/12/1990 and recorded 12/3/1990, in Record Book 1376 Page 259.

Premises: RR# 1 Box 197 A/K/A 655 Flegal Road, Clearfield, PA 16830

SEIZED, taken in execution and sold as the property of JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN, at the suit of WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. JUDGMENT NO. 04-1408-CD

Exhibit "G"

On January 19, 2006 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 therein stated and for the purposes therein contained.

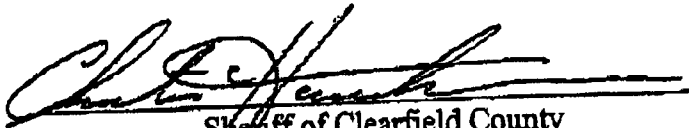
In witness whereof, I have hereunto set my hand and official seal.


Prothonotary, Title of Officer

WILLIAM A. SHAW
Prothonotary
1st Commission Expires
1st Monday in Jan. 2010
Clearfield Co. Clearfield, PA

CERTIFICATE OF RESIDENCE

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


Sheriff of Clearfield County

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

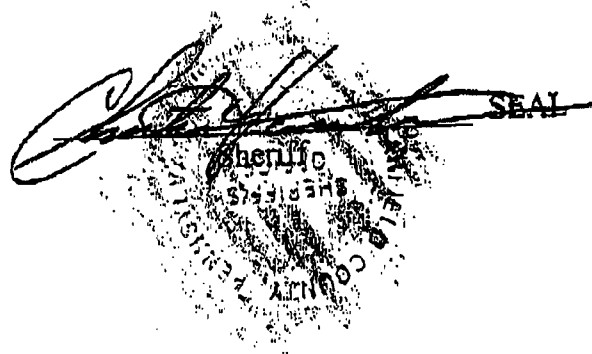
Now, January 19, 2006 the same having been sold by me to the said grantee on October 07, 2005 after due advertisement according to law, under and by virtue of writ of execution issued on February 10, 2005 out of the Court of Common Pleas of said County of Clearfield as of case number 04-1408-CD at the suit of

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.

against

JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN

IN WITNESS WHEREOF, I have hereunto affixed by signature the day January 19, 2006



State of Pennsylvania
County of Clearfield

Deed - Poll.

No.

**Chester A. Hawkins
High Sheriff of Clearfield County
TO**

**WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715**

SHERIFF DEED

Dated January 19, 2006

For \$1.00 + COSTS

Sold as the property of

JONATHAN A. ZIMMERMAN AND CONNIE ZIMMERMAN

Sold on 04-1408-CD

VERIFICATION

Mark J. Udren, Esquire, hereby states that he/she is the attorney for the Plaintiff in this action, that he is authorized to take this Verification, and that the statements made in the foregoing Motion for Mortgage Reformation, Conformation of Judgment and Sheriff's Sale and Corrective Sheriff's Deed Poll and Memorandum of Law are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

Mark J. Udren, Esquire
Attorney for Plaintiff

Dated: January 30, 2007

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., s/b/m to Wells
Fargo Home Mortgage, Inc.

Plaintiff

v.

Jonathan A. Zimmerman and Connie
Zimmerman

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 04-1408-CD

FILED

01/11/19/07
FEB 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 1st day of February, 2007,

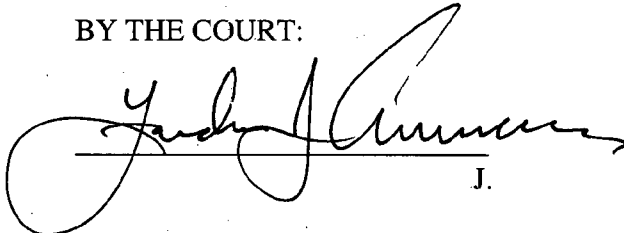
upon consideration of Plaintiff's Motion for Mortgage Reformation, Conformation of Judgment and Sheriff's Sale and Corrective Sheriff's Deed Poll, and any response thereto, it is hereby

ORDERED AND DECREED that:

1. The Mortgage given by Jonathan A. Zimmerman and Connie Zimmerman, dated October 4, 2000, and recorded on October 24, 2000, in the Recorder's Office of Clearfield County as Instrument Number 200015037 is reformed to include the complete and accurate legal description as attached herein as Schedule A, with respect to the premises located at RR#1, Box 197, Clearfield, Pennsylvania 16830.
2. Defendants, Jonathan A. Zimmerman and Connie Zimmerman, are bound by the terms and conditions of the Mortgage as if originally executed with the proper legal description;
3. The Mortgage as reformed is valid and enforceable in all respects as of the date of its original recording, October 24, 2000, for purposes of lien priority and all other rights and privileges granted thereto.

4. The judgment in foreclosure entered on February 10, 2005 is confirmed in all respects.
5. The Sheriff's Sale of said premises conducted on June 3, 2005 is confirmed in all respects.
6. The Clearfield County Sheriff's Office is directed to issue a Corrective Deed in to include the legal description attached hereto as Schedule A.
7. The Recorder's Office of Clearfield County shall accept a copy of this Order granting relief and indexing this Order in the same manner as a mortgage.

BY THE COURT:


J.

III that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southwest corner of lands of Harry E. Reichenbach and Flegal Road; thence along Flegal Road East 250 feet more or less to corner of land of Flegal Road and property owned by Cloyd and Dorothy Rowles; thence along land of Rowles North 150 feet more or less to corner of land of Rowles and the Witmer-Steele Trm Road; thence along the Witmer-Steele Trm Road West 365 feet more or less to corner of land of Witmer-Steele Trm Road and lands of Reichenbach; thence along property of Reichenbach South 275 feet more or less to point and place of beginning. The above described property is outlined in red on the attached map.

IV that certain piece or parcel of land, situate in Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the northeast corner of other lands of Jonathan A. Zimmerman, also said rebar being on the western right of way of Township Road T-519 also known as Flegal Road, also said rebar being the southeast corner of lands being conveyed and running;

1. thence along the other lands of Jonathan A. Zimmerman North 75 degrees 37 minutes 07 seconds West a direction of 152.59 feet to a 3/4" rebar (set), said rebar being on the centerline of the old Witmer-Steele tram road;

2. thence through lands of the grantor and along the old Witmer-Steele tram road for a new line North 45 degrees 42 minutes 49 seconds East a distance of 25.00 feet to a 3/4" rebar (set);

3. thence still through lands of the grantor for a new line South 75 degrees 23 minutes 48 seconds East a distance of 148.69 feet to a 3/4" rebar (set), said rebar being on the western right of way of the aforementioned Flegal Road;

4. thence along the western right of way of Flegal Road South 36 degrees 36 minutes 05 seconds West a distance of 25.00 feet to a 3/4" rebar (set) and place of beginning;

Containing 3,322.54 square feet as shown on map prepared by Curry and Associates dated August 27, 1990. Bearing the base on True North.

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

— Lap over margin —

UA