

04-1537-CD  
COUNTRYWIDE HOME LOANS INC. VS. WILLIAM H. SIDELINGER

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

COUNTRYWIDE HOME LOANS INC

VS.

SIDELINGER, WILLIAM H. & SHERRY L.

Sheriff Docket # 16400

04-1537-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

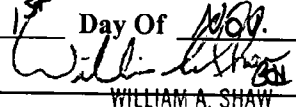
NOW OCTOBER 18, 2004 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRY L. SIDELINGER, DEFENDANT AT RESIDENCE, 14 RUMBARGER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. SIDELINGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: DEHAVEN/COUDRIET

NOW OCTOBER 18, 2004 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM H. SIDELINGER, DEFENDANT AT RESIDENCE, 14 RUMBARGER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. SIDELINGER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: DEHAVEN/COUDRIET


**Return Costs**

Cost	Description
38.25	SHERIFF HAWKINS PAID BY: ATTY CK# 209656
20.00	SURCHARGE PAID BY: ATTY CK# 209656

Sworn to Before Me This

1<sup>st</sup> Day Of NOV. 2004  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

0/3:2350  
NOV 01 2004

William A. Shaw  
Prothonotary/Clerk of Courts

2004-1537-CD

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX C-35

Plano, TX 75024-3632

*Plaintiff*

vs.

WILLIAM H. SIDELINGER

SHERRY L. SIDELINGER

**Mortgagors and Real Owners**

14 Rumbarger Avenue

Dubois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

**CIVIL ACTION - MORTGAGE  
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim 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 OR CANNOT AFFORD ONE, 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.

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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Clearfield, PA 16830

814-765-9646

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

OCT 04 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Center Blvd., Suite 200, Pittsburgh, PA 15206-3632. **HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED**
2. The name(s) and address(es) of the Defendant(s) is/are WILLIAM H. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524 and SHERRY L. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On May 24, 1996 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book: 1762 Page: 394. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: COUNTRYWIDE HOME LOANS INC. by Assignment of Mortgage dated June 20, 1996 and recorded on April 25, 1997 as Book: 1836 Page: 285; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$39,753.69
Interest from 05/01/2004	\$1,415.25
through 09/30/2004 at 8.5000%	
Per Diem interest rate at \$9.25	
Attorney's Fee at 5.0% of Principal Balance	\$1,987.68
Late Charges from 06/01/2004 to 09/30/2004	\$82.48
Monthly late charge amount at \$20.62	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$181.79	
	\$44,139.10

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 based on work actually performed.
8. Notice of Intention to Foreclose has been sent to Defendant(s) by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A".

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$44,139.10, together with interest at the rate of \$9.25, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: \_\_\_\_\_



**GOLDBECK McCAFFERTY & McKEEVER**

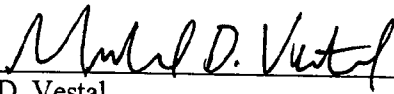
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 10-1-04

  
\_\_\_\_\_  
Michael D. Vestal  
COUNTRYWIDE HOME LOANS INC.

Legal Description: (As shown on Mortgage)

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST, THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING, BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

---



Send Correspondence to:  
P.O. Box 260599  
Plano, TX 75026-0599

Send Payments to:  
P.O. Box 660694  
Dallas, TX 75266-0694

**EXPIRED**

August 2, 2004

Certified Mail No.  
Return Receipt Requested

Sherry L Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1524

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
Dubois, PA  
FHA/VA Case #: 4421809572703

### NOTICE OF INTENTION TO FORECLOSE

Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	06/01/2004 - 08/31/2004	@	541.79	\$1,625.37
<u>Late Charges:</u>	06/01/2004 - 07/31/2004	@	20.62	\$41.24 X
<u>Other Charges:</u>	Total Uncollected Late Charges:			.00
	Uncollected Costs:			.00
	Partial Payment Balance:			.00
<b>TOTAL DUE:</b>				<b>\$1,666.61</b>

You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter. To cure the default, Countrywide must receive the amount of **\$1,666.61**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment.

If this default is not cured within **THIRTY-FIVE (35) DAYS**, the mortgage payments will be accelerated. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to have the original mortgage paid off in monthly installments. If the full payment of the amount of default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings against the collateral involved, Countrywide and the Noteholder will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started the reasonable attorney's fees will have to be paid even if they are over \$50.00. Any attorney's fees will be added to whatever is owed to us, which may also include our reasonable costs. If this default is cured within the thirty-five day period, the attorney's fees will not be required to be paid. **YOU HAVE 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 YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

Please write your account number on all checks and correspondence.

BLQPA2 1849 02/17/2004

Account Number: 4067173-7  
Sherry L Sidelinger  
14 Rumbarger Ave

Balance Due for charges listed above: \$1,666.61 as of August 2, 2004

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BLQPA2

Additional  
Principal

Additional  
Escrow

Other

Check total

Countrywide  
P.O. Box 660694  
Dallas, TX 75266-0694

|||||

SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000166661000166661



We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If the default has not been cured within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. To do so, the total due, as well as all reasonable attorney's fees and costs incurred in connection with the foreclosure sale (and any other requirements under the mortgage) must be performed.

Pursuant to your loan documents, and because the loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of your property. The purpose of this inspection is to observe the physical condition of your property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become a part of the secured debt as provided under the terms of the loan documents.

It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure options with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before September 6, 2004 will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-4578, extension 9218.

*David Glover*

David Glover  
Loan Counselor  
1-800-669-4578, Extension 9218

#### **PAYMENT INSTRUCTIONS**

##### ***Please***

- Make your check payable to *Countrywide Home Loans*
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

**Payments:** All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

**Additional amounts:** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.



Send Correspondence to:  
P.O. Box 260599  
Plano, TX 75026-0599

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Dallas, TX 75266-0694

August 2, 2004

Certified Mail No.  
Return Receipt Requested

William H Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1524

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
DuBois, PA  
FHA/VA Case #: 4421809572703

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BLQPA2

Additional  
Principal

Additional  
Escrow

Other

Check total

Countrywide  
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Dallas, TX 75266-0694

|||||

SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000166661000166661

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It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

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If you are interested in discussing any of these foreclosure options with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before September 6, 2004 will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-4578, extension 9218.

*David Glover*

David Glover  
Loan Counselor  
1-800-669-4578, Extension 9218

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**Additional amounts:** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.

**GOLDBECK McCAFFERTY & McKEEVER**

**BY: JOSEPH A. GOLDBECK, JR.**  
**ATTORNEY I.D. #16132**  
**SUITE 5000 – MELLON INDEPENDENCE CENTER.**  
**701 MARKET STREET**  
**PHILADELPHIA, PA 19106**  
**(215) 627-1322**  
**ATTORNEY FOR PLAINTIFF**

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

**COUNTRYWIDE HOME LOANS INC.**  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

**VS.**

**WILLIAM H. SIDELINGER**  
**SHERRY L. SIDELINGER**  
**Mortgagors and Real Owners**

14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

## ACTION OF MORTGAGE FORECLOSURE

Term

CIVIL ACTION: MORTGAGE  
FORECLOSURE

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

## NOTICE

**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 the 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 claim in the Complaint of 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 OR CANNOT AFFORD ONE, 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.

**PENNSYLVANIA BAR ASSOCIATION**  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**KEYSTONE LEGAL SERVICES**  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUPE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA AL TRIBUNAL MÁS CERCANO A SU CASA Y PUEDE OBTENER UN ABOGADO DE OFICINA PÚBLICA. ESTE PAPEL LE AYUDARÁ A CONSEGUIR UN ABOGADO. ESTE PAPEL LE AYUDARÁ A CONSEGUIR UN ABOGADO. ESTE PAPEL LE AYUDARÁ A CONSEGUIR UN ABOGADO.

**SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION Y SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.**

and attested copy of the original statement filed in this case.

**PENNSYLVANIA BAR ASSOCIATION**  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**KEYSTONE LEGAL SERVICES**  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

OCT 04 2004

Attest.

William L. Shaw  
Prothonotary/  
Clerk of Courts

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX C-35, Phoenix, AZ 85024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are WILLIAM H. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524 and SHERRY L. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On May 24, 1996 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book: 1762 Page: 394. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: COUNTRYWIDE HOME LOANS INC. by Assignment of Mortgage dated June 20, 1996 and recorded on April 25, 1997 as Book: 1836 Page: 285; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$39,753.69
Interest from 05/01/2004	\$1,415.25
through 09/30/2004 at 8.5000%	
Per Diem interest rate at \$9.25	
Attorney's Fee at 5.0% of Principal Balance	\$1,987.68
Late Charges from 06/01/2004 to 09/30/2004	\$82.48
Monthly late charge amount at \$20.62	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$181.79	
	<hr/>
	\$44,139.10

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 based on work actually performed.
8. Notice of Intention to Foreclose has been sent to Defendant(s) by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A".

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$44,139.10, together with interest at the rate of \$9.25, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: \_\_\_\_\_



**GOLDBECK McCafferty & McKeever**


BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 10-1-04

  
\_\_\_\_\_  
Michael D. Vestal  
COUNTRYWIDE HOME LOANS INC.

Legal Description: (As shown on Mortgage)

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST, THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

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Send Correspondence to:  
P.O. Box 260599  
Plano, TX 75026-0599

Send Payments to:  
P.O. Box 660694  
Dallas, TX 75266-0694

August 2, 2004

Certified Mail No.  
Return Receipt Requested

Sherry L Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1524

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
Du Bois, PA  
FHA/VA Case #: 4421809572703

### NOTICE OF INTENTION TO FORECLOSE

Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	06/01/2004 - 08/31/2004	@	541.79	\$1,625.37
<u>Late Charges:</u>	06/01/2004 - 07/31/2004	@	20.62	\$41.24 X
<u>Other Charges:</u>	Total Uncollected Late Charges:			.00
	Uncollected Costs:			.00
	Partial Payment Balance:			.00
<b>TOTAL DUE:</b>				<b>\$1,666.61</b>

You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter. To cure the default, Countrywide must receive the amount of \$1,666.61, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment.

If this default is not cured within THIRTY-FIVE (35) DAYS, the mortgage payments will be accelerated. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to have the original mortgage paid off in monthly installments. If the full payment of the amount of default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings against the collateral involved, Countrywide and the Noteholder will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started the reasonable attorney's fees will have to be paid even if they are over \$50.00. Any attorney's fees will be added to whatever is owed to us, which may also include our reasonable costs. If this default is cured within the thirty-five day period, the attorney's fees will not be required to be paid. **YOU HAVE 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 YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

Please write your account number on all checks and correspondence.

BLQPA2 1849 02/17/2004

Account Number: 4067173-7  
Sherry L Sidelinger  
14 Rumbarger Ave

Balance Due for charges listed above: \$1,666.61 as of August 2, 2004

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BLQPA2

Additional  
Principal

Additional  
Escrow

Other

Check total

Countrywide  
P.O. Box 660694  
Dallas, TX 75266-0694



SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000166661000166661

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If the default has not been cured within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. To do so, the total due, as well as all reasonable attorney's fees and costs incurred in connection with the foreclosure sale (and any other requirements under the mortgage) must be performed.

Pursuant to your loan documents, and because the loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of your property. The purpose of this inspection is to observe the physical condition of your property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become a part of the secured debt as provided under the terms of the loan documents.

It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure options with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before September 6, 2004 will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-4578, extension 9218.

*David Glover*

David Glover  
Loan Counselor  
1-800-669-4578, Extension 9218

#### **PAYMENT INSTRUCTIONS**

##### ***Please***

- Make your check payable to *Countrywide Home Loans*
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

**Payments:** All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

**Additional amounts:** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.



Send Correspondence to:  
P.O. Box 260599  
Plano, TX 75026-0599

Send Payments to:  
P.O. Box 660694  
Dallas, TX 75266-0694

**EXPIRED**

August 2, 2004

Certified Mail No.  
Return Receipt Requested

William H Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1524

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
Dubois, PA  
FHA/VA Case #: 4421809572703

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BLQPA2 1849 02/17/2004

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BLQPA2

Additional  
Principal

Additional  
Escrow

Other

Check total

Countrywide  
P.O. Box 660694  
Dallas, TX 75266-0694

|||||

SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000166661000166661

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It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

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*David Glover*

David Glover  
Loan Counselor  
1-800-669-4578, Extension 9218

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- Write your loan number on your check or money order
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All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

**Additional amounts:** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.

In the Court of Common Pleas of Clearfield County

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

No. 2004-1537-CD

PRAECIPE FOR JUDGMENT

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

Enter the Judgment in favor of Plaintiff and against WILLIAM H. SIDELINGER and SHERRY L. SIDELINGER by default for want of an Answer.

Assess damages as follows:

Debt

\$48,697.70

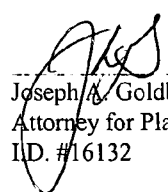
Interest - 05/01/2004 to 07/01/2005

Total

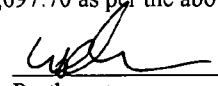
(Assessment of Damages attached)

I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

AND NOW June 7, 2005, Judgment is entered in favor of COUNTRYWIDE HOME LOANS INC. and against WILLIAM H. SIDELINGER and SHERRY L. SIDELINGER by default for want of an Answer and damages assessed in the sum of \$48,697.70 as per the above certification.

  
Prothonotary

**FILED**

JUL 07 2005 

4/1:006

William A. Shaw  
Prothonotary

NOTICE TO DEPT  
SOUTHERN TO ATT

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **June 20, 2005**

TO:

**SHERRY L. SIDELINGER**  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

**WILLIAM H. SIDELINGER**  
**SHERRY L. SIDELINGER**  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 2004-1537-CD

TO:

**SHERRY L. SIDELINGER**  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **June 20, 2005**

TO:

**WILLIAM H. SIDELINGER**  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

**COUNTRYWIDE HOME LOANS INC.**  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

**WILLIAM H. SIDELINGER**  
**SHERRY L. SIDELINGER**  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 2004-1537-CD

TO: **WILLIAM H. SIDELINGER**  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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**GOLDBECK McCAFFERTY & McKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

No. 2004-1537-CD

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
(Mortgagors and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

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OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE  
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: 

~~Deputy~~

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322



GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

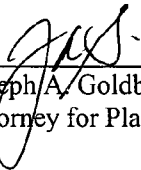
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

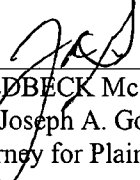
No. 2004-1537-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of COUNTRYWIDE HOME LOANS INC., and against WILLIAM H. SIDELINGER and SHERRY L. SIDELINGER for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$48,697.70.

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is COUNTRYWIDE HOME LOANS INC. 7105 Corporate Drive PTX C-35 Plano, TX 75024-3632 and that the name(s) and last known address(es) of the Defendant(s) is/are WILLIAM H. SIDELINGER, 14 Rumbarger Avenue Du Bois, PA 15801-1524 and SHERRY L. SIDELINGER, 14 Rumbarger Avenue Du Bois, PA 15801-1524;

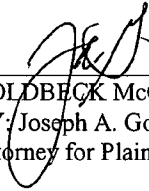
  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

ASSESSMENT OF DAMAGES


TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$39,753.69
Interest from 05/01/2004 through 07/01/2005	\$3,949.75
Attorney's Fee at 5.0000% of principal balance	\$1,987.68
Late Charges	\$288.68
Costs of Suit and Title Search	\$900.00
Escrow Balance Deficit	\$1,817.90 (\$0.00)
	<hr/>
	\$48,697.70

  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

AND NOW, this 7<sup>th</sup> day of July, 2005 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, WILLIAM H. SIDELINGER, is about unknown years of age, that Defendant's last known residence is 14 Rumbarger Avenue, Du Bois, PA 15801-1524, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

7/1/05

A handwritten signature in dark ink, appearing to be "Jays", is written over a horizontal line.

VERIFICATION OF NON-MILITARY SERVICE


The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, SHERRY L. SIDELINGER, is about unknown years of age, that Defendant's last known residence is 14 Rumbarger Avenue, Du Bois, PA 15801-1524, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

7/1/05

A handwritten signature in black ink, appearing to be "J. L. Sidelinger", is written over a horizontal line.

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

No. 2004-1537-CD

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
(Mortgagors and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT  
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE  
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: 

~~Deputy~~

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

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

Countrywide Home Loans Inc.  
Towne & Country Mortgage Corp.  
Plaintiff(s)

No.: 2004-01537-CD

Real Debt: \$48,697.70

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William H. Sidelinger  
Sherry L. Sidelinger  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 7, 2005

Expires: July 7, 2010

Certified from the record this July 7, 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

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004-1537-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., 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:

14 Rumbarger Avenue  
Dubois, PA 15801

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

SKY BANK  
101 EAST WASHINGTON STREET  
P.O. BOX 1488  
NEW CASTLE, PA 16103

SKY BANK  
P.O. BOX 40  
EAST LIVERPOOL, OH 43820

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

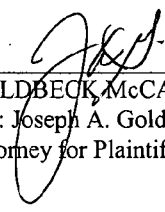
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
14 Rumbarger Avenue  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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. Section 4904 relating to unsworn falsification to authorities.

DATED: July 1, 2005

  
\_\_\_\_\_  
GOLDBECK, McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632  
Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
Mortgagor(s) and Record Owner(s)

14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-1537-CD

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: SIDELINGER, WILLIAM  
**WILLIAM H. SIDELINGER**  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

Your house at 14 Rumbarger Avenue, Dubois, PA 15801 is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_, at 10:00 AM, in Clearfield County Courthouse, Clearfield, PA to enforce the court judgment of \$48,697.70 obtained by COUNTRYWIDE HOME LOANS INC. against you.

**NOTICE OF OWNER'S RIGHTS**  
**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be cancelled if you pay to COUNTRYWIDE HOME LOANS INC., the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay call: 215-627-1322
2. You may be able to stop the sale by filing a petition asking the Court to strike or open judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS  
EVEN IF THE SHERIFF'S SALE DOES NOT TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid price by calling the Sheriff of 814-765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of 814-765-2641.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the schedule of distribution is filed.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632  
Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
Mortgagor(s) and Record Owner(s)

14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-1537-CD

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**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: SIDELINGER, SHERRY  
**SHERRY L. SIDELINGER**  
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Du Bois, PA 15801-1524

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KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

2004-1537-CO

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX C-35

Plano, TX 75024-3632

*Plaintiff*

vs.

WILLIAM H. SIDELINGER

SHERRY L. SIDELINGER

**Mortgagors and Real Owners**

14 Rumbarger Avenue

Dubois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

## 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 the 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 claim 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.

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P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**FILED**

OCT 04 2004

W. A. S. ...  
William A. S. ...

Prothonotary/Clerk of Courts

*Y. C. ... to ...*

## AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERSENTADAS, ES ABSOLUTAMENTE NECESARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646


## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX C-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are WILLIAM H. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524 and SHERRY L. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On May 24, 1996 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book: 1762 Page: 394. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: COUNTRYWIDE HOME LOANS INC. by Assignment of Mortgage dated June 20, 1996 and recorded on April 25, 1997 as Book: 1836 Page: 285; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$39,753.69
Interest from 05/01/2004	\$1,415.25
through 09/30/2004 at 8.5000%	
Per Diem interest rate at \$9.25	
Attorney's Fee at 5.0% of Principal Balance	\$1,987.68
Late Charges from 06/01/2004 to 09/30/2004	\$82.48
Monthly late charge amount at \$20.62	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$181.79	
	<hr/>
	<hr/>
	\$44,139.10

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 based on work actually performed.
8. Notice of Intention to Foreclose has been sent to Defendant(s) by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A".

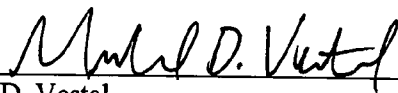
WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$44,139.10, together with interest at the rate of \$9.25, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCafferty & McKeever**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 10-1-07

  
\_\_\_\_\_  
Michael D. Vestal  
COUNTRYWIDE HOME LOANS INC.



Legal Description: (As shown on Mortgage)

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST, THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.



Send Correspondence to:  
P.O. Box 260599  
Plano, TX 75026-0599

Send Payments to:  
P.O. Box 660694  
Dallas, TX 75266-0694

**EXHIBIT A**

August 2, 2004

Certified Mail No.  
Return Receipt Requested

Sherry L Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1524

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
Dubois, PA  
FHA/VA Case #: 4421809572703

**NOTICE OF INTENTION TO FORECLOSE**

Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	06/01/2004 - 08/31/2004	@	541.79	\$1,625.37
<u>Late Charges:</u>	06/01/2004 - 07/31/2004	@	20.62	\$41.24 X
<u>Other Charges:</u>	Total Uncollected Late Charges:			.00
	Uncollected Costs:			.00
	Partial Payment Balance:			.00
<b>TOTAL DUE:</b>				<b>\$1,666.61</b>

You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter. To cure the default, Countrywide must receive the amount of **\$1,666.61**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment.

If this default is not cured within **THIRTY-FIVE (35) DAYS**, the mortgage payments will be accelerated. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to have the original mortgage paid off in monthly installments. If the full payment of the amount of default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings against the collateral involved, Countrywide and the Noteholder will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started the reasonable attorney's fees will have to be paid even if they are over \$50.00. Any attorney's fees will be added to whatever is owed to us, which may also include our reasonable costs. If this default is cured within the thirty-five day period, the attorney's fees will not be required to be paid. **YOU HAVE 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 YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

Please write your account number on all checks and correspondence.

BLQPA2 1849 02/17/2004

Account Number: 4067173-7  
Sherry L Sidelinger  
14 Rumbarger Ave

Balance Due for charges listed above: \$1,666.61 as of August 2, 2004

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BLQPA2

Additional  
Principal

Additional  
Escrow

Other

Check total

Countrywide  
P.O. Box 660694  
Dallas, TX 75266-0694

|||||

SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000166661000166661

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If the default has not been cured within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. To do so, the total due, as well as all reasonable attorney's fees and costs incurred in connection with the foreclosure sale (and any other requirements under the mortgage) must be performed.

Pursuant to your loan documents, and because the loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of your property. The purpose of this inspection is to observe the physical condition of your property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become a part of the secured debt as provided under the terms of the loan documents.

It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-In-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure options with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before September 6, 2004 will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-4578, extension 9218.

*David Glover*

David Glover  
Loan Counselor  
1-800-669-4578, Extension 9218

#### **PAYMENT INSTRUCTIONS**

***Please***

- Make your check payable to *Countrywide Home Loans*
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

**Payments:** All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

**Additional amounts:** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.



We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If the default has not been cured within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. To do so, the total due, as well as all reasonable attorney's fees and costs incurred in connection with the foreclosure sale (and any other requirements under the mortgage) must be performed.

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*David Glover*

David Glover  
Loan Counselor  
1-800-669-4578, Extension 9218

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FILED

OCT 04 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
Mortgagor(s) and Record Owner(s)  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004-1537-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

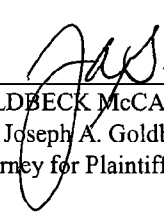
Amount Due

\$48,697.70

Interest from  
05/01/2004 to  
07/01/2005 at  
8.5000%

(Costs to be added)

Prothonotary Costs \$125.00

  
GOLDBECK, McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**FILED**

JUL 07 2005

m/11:20/05

William A. Shaw  
Prothonotary

6 Writs to Sheriff  
1 Cert to Sheriff

Term  
No. 2004-1537-CD  
**IN THE COURT OF COMMON PLEAS**  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

---

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

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Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322



ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

BEING THE SAME PREMISES WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HIS WIFE, BY DEED DATED 5/20/96 AND RECORDED 5/31/96 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK 1762 AT PAGE 391, GRANTED AND CONVEYED UNTO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER.

TAX PARCEL #: 75-0009-2455

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 2004-1537-CD

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:

PREMISES: 14 Rumbarger Avenue Dubois, PA 15801

See Exhibit "A" attached

AMOUNT DUE \$48,697.70

Interest From 05/01/2004  
Through 07/01/2005

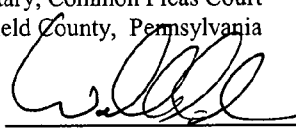
(Costs to be added)

PROTHONOTARY COSTS \$125.00

Dated: July 7, 2005

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy



Term  
No. 2004-1537-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
Mortagor(s)  
14 Rumbarger Avenue Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,697.70
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$

Office of Judicial Support  
Judg. Fee  
Cr.  
Sat.

Joseph A. Goldbeck Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

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TAX PARCEL #: 75-0009-2455

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

CWD-3825  
CF: 10/04/2004  
SD: 12/02/2005  
\$48,697.70

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
Mortgagor(s) and  
Record Owner(s)

14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-1537-CD

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☐ Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- ☒ Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
- ☐ Certified mail by Sheriff's Office.
- ☐ Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ☐ Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☐ Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

FILED  
NOV 09 2005  
William A. Shaw  
Prothonotary Clerk of Courts

Respectfully submitted,

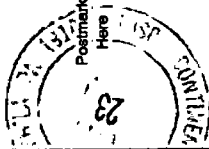
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 0.37
Certified Fee	Yes (30)
Return Receipt Fee (Endorsement Required)	Yes (21)
Restricted Delivery Fee (Endorsement Required)	(32)
Total Postage & Fees	\$ 4.42



Sent To CWD-3825 1272  
SIDE LINGER, WILLIAM  
Street, Apt No. 14 Rumbarger Avenue  
or PO Box No.  
City, State, Zip+4 Du Bois, PA 15801-1524

PS Form 3800, June 2002 See Reverse for Instructions

**Certified Mail Provides:**

(see also) 2002 surr '0086 una SD

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may *ONLY* be combined with First-Class Mail® or Priority Mail®.
  - Certified Mail is *not* available for any class of international mail.
  - **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
  - For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
  - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
  - If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.
- IMPORTANT: Save this receipt and present it when making an inquiry.**  
**Internet access to delivery information is not available on mail addressed to APOs and FPOs.**

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$	0.37
Certified Fee		Yes
Return Receipt Fee (Endorsement Required)		Yes
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42

Postmark  
Here

Sent To	CWD-3825 1212
Street, Apt No., or PO Box No.	SIDELINGER, WILLIAM 14 Rumbarger Avenue
City, State, Zip+4	Du Bois, PA 15801-1524

PS Form 3800, June 2002 See Reverse for Instructions



**Certified Mail Provides:**

(revised) 2002 surr 0086 una SD

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
  - Certified Mail is not available for any class of international mail.
  - NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
  - For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
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- IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.**

2122 0840 0000 0600 5000

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$		Postmark Here
Certified Fee		Yes	
Return Receipt Fee (Endorsement Required)		Yes	
Restricted Delivery Fee (Endorsement Required)		4.42	
Total Postage & Fees	\$		
Sent To CWD-3825-12/2			
SIDEINGER, SHERRY			
Street, Apt. No., or PO Box No. 14 Rumbarger Avenue			
City, State, Zip+4 Du Bois, PA 15801-1524			

PS Form 3800, June 2002 See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
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**IMPORTANT: Save this receipt and present it when making an inquiry.**

**Internet access to delivery information is not available on mail addressed to APOs and FPOs.**

**SENDER: COMPLETE THIS SECTION**

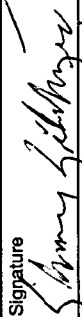
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**CWD-3825 12/2**

**SIDELINGER, SHERRY  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature 		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <b>Sherry Sidelinger</b>	C. Date of Delivery <b>9-26-97</b>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input checked="" type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

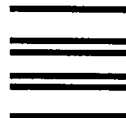
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

 \* 7005039000203432317 \*

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box.

USPS

GOLDBECK MCCAFFERTY & MCKEEVER  
STE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET ST  
PHILADELPHIA PA 19106-1588

**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:

CWD-3825 12/2

SIDELINGER, WILLIAM  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 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

2. Article Number  
 (Transfer from service label)

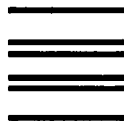


70050390000208432300

PS Form 3811, February 2004

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box.

GOLDBECK MCCAFFERTY & MCKEEVER  
SUE 5000 - MELLON INDEPENDENCE CENTER  
201 MARKET ST  
PHILADELPHIA, PA 19106-1538

Name and Address of Sender  
**GOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional copies  
 of this bill)  
 Postmark and  
 Date of Receipt

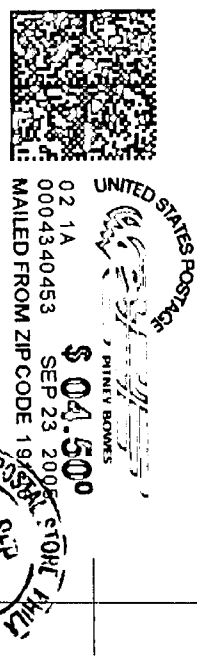
Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675											
2.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830											
3.	SKY BANK 101 EAST WASHINGTON STREET P.O. BOX 1488 NEW CASTLE, PA 16103											
4.	SKY BANK P.O. BOX 40 EAST LIVERPOOL, OH 43820											
5.	TENANTS/OCCUPANTS 14 Rumbarger Avenue Dubois, PA 15801											
6.												
7.												
8.												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	See Privacy Act Statement on Reverse									

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

CWD-3825

WILLIAM H. SIDELINGER & SHERRY L. SIDELINGER



*Clearfield*



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
Mortgagor(s) and Record Owner(s)

14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-1537-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., 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:

14 Rumbarger Avenue  
Dubois, PA 15801

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

SKY BANK  
101 EAST WASHINGTON STREET  
P.O. BOX 1488  
NEW CASTLE, PA 16103

SKY BANK  
P.O. BOX 40  
EAST LIVERPOOL , OH 43820

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

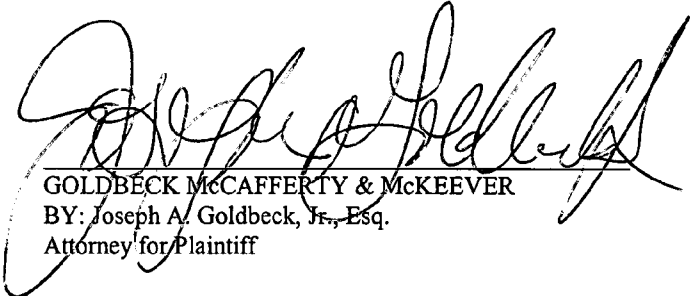
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
14 Rumbarger Avenue  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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. Section 4904 relating to unsworn falsification to authorities.

DATED: November 2, 2005



GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

**FILED**

**NOV 09 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20206  
NO: 04-1537-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.

vs.

DEFENDANT: WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/07/2005

LEVY TAKEN 09/26/2005 @ 11:00 AM

POSTED 09/26/2005 @ 11:00 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/14/2005

DATE DEED FILED **NOT SOLD**

**FILED**  
09/11/09/2005  
FEB 14 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

09/26/2005 @ 11:00 AM SERVED WILLIAM H. SIDELINGER

SERVED WILLIAM H. SIDELINGER, DEFENDANT, AT HIS RESIDENCE 14 RUMBARGER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHAWN SIDELINGER SON OF THE DEFENDNT

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

09/26/2005 @ 11:00 AM SERVED SHERRY L. SIDELINGER

SERVED SHERRY L. SIDELINGER, DEFENDANT, AT HER RESIDENCE 14 RUMBARGER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHAWN SIDELINGER, SON OF DEFENDANT

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

@ SERVED

NOW, NOVEMBER 21, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR DECEMBER 2, 2005. A CONSIDERATION OF \$4,195.18 WAS RECEIVED FOR THE STAY.

@ SERVED

NOW, FEBRUARY 13, 2006 RETURN THE WRIT AS BEING STAYED BY THE PLAINTIFF'S ATTORNEY. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20206  
NO: 04-1537-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.

vs.

DEFENDANT: WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER

Execution REAL ESTATE


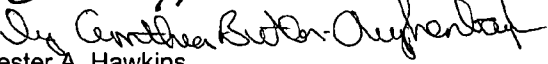
SHERIFF RETURN

---

SHERIFF HAWKINS \$290.20

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 2004-1537-CD

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:

PREMISES: 14 Rumbarger Avenue Dubois, PA 15801

See Exhibit "A" attached

AMOUNT DUE \$48,697.70

Interest From 05/01/2004  
Through 07/01/2005

(Costs to be added)

PROTHONOTARY COSTS \$ 125.00

Dated: July 7, 2005

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy

Received July 7, 2005 @ 2:45 P.M.  
Chesler A. Staehle  
by Cynthia Butler-Clydenbaugh

Term  
No. 2004-1537-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
Mortgagor(s)  
14 Rumbarger Avenue Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,697.70
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$

Office of Judicial Support  
Judg. Fee  
Cr.  
Sat.

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

BEING THE SAME PREMISES WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HIS WIFE, BY DEED DATED 5/20/96 AND RECORDED 5/31/96 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK 1762 AT PAGE 391, GRANTED AND CONVEYED UNTO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER.

TAX PARCEL #: 75-0009-2455



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME WILLIAM H. SIDELINGER

NO. 04-1537-CD

NOW, February 14, 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 , I exposed the within described real estate of William H. Sidelinger And Sherry L. Sidelinger to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$4,195.18 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	83.90
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	4,195.18
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$290.20</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	48,697.70
INTEREST @	0.00
FROM TO	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$48,737.70</b>

**COSTS:**

ADVERTISING	222.06
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	290.20
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$637.26</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

JOSEPH A. GOLDBECK, JR.  
GARY E. McCAFFERTY  
MICHAEL T. McKEEVER

November 21, 2005

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-5915

RE: COUNTRYWIDE HOME LOANS INC.  
vs.  
WILLIAM H. SIDELINGER and SHERRY L. SIDELINGER  
Term No. 2004-1537-CD

**Property address:**

**14 Rumbarger Avenue  
Dubois, PA 15801**

Sheriff's Sale Date: December 02, 2005

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return a ty unused . costs. I collected \$4195.18 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

  
JOSEPH A. GOLDBECK, JR.

JAG/amyg

cc: Leassa Cox  
COUNTRYWIDE HOME LOANS INC.  
Acct. #4067173

FILED

FEB 14 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

**FILED**

DEC 14 2007  
m/12.10/1w  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CBNT TO SWER  
w/6 wmsj

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff  
vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
Mortgagor(s) and Record Owner(s)  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004-1537-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$48,697.70

Interest from 07/02/05  
to Date of Sale at  
8.5000%

(Costs to be added)

Prothonotary costs

\$145.-

GOLDBECK McCABERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Term  
No. 2004-1537-CD  
**IN THE COURT OF COMMON PLEAS**  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

---

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

---

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

BEING THE SAME PREMISES WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HIS WIFE, BY DEED DATED 5/20/96 AND RECORDED 5/31/96 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK 1762 AT PAGE 391, GRANTED AND CONVEYED UNTO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER.

TAX PARCEL #: 75-0009-2455

~~Deputy~~

Term  
No. 2004-1537-CD  
IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
Mortgagor(s)  
14 Rumbarger Avenue Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,697.70
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$

Office of Judicial Support  
Judg. Fee  
Cr.  
Sat.

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
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701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322



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TAX PARCEL #: 75-0009-2455

Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
**Mortgagor(s) and Record Owner(s)**  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

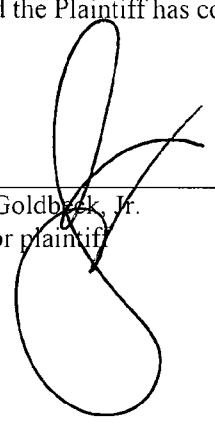
ACTION OF  
MORTGAGE FORECLOSURE

NO. 2004-1537-CD

**CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I, Joseph A. Goldbeck, Jr., Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.

Joseph A. Goldbeck, Jr.  
Attorney for plaintiff



Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
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Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004-1537-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., 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:

14 Rumbarger Avenue  
Dubois, PA 15801

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

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

SKY BANK  
P.O. BOX 40  
EAST LIVERPOOL, OH 43820

SKY BANK  
101 EAST WASHINGTON STREET  
P.O. BOX 1488  
NEW CASTLE, PA 16103

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

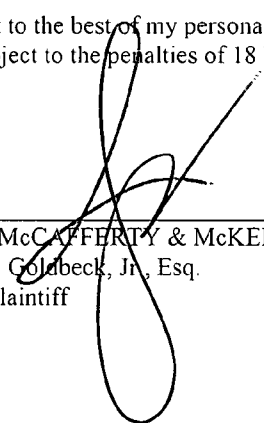
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
14 Rumbarger Avenue  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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. Section 4904 relating to unsworn falsification to authorities.

DATED: December 13, 2007

  
\_\_\_\_\_  
GOLDBECK McCafferty & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20701  
NO: 04-1537-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.

vs.

DEFENDANT: WILLIAM H. SIDELINGER AND SHERRRY L. SIDELINGER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/14/2007

LEVY TAKEN 1/29/2008 @ 2:05 PM

POSTED 1/29/2008 @ 2:05 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/18/2008

DATE DEED FILED NOT SOLD

FILED

0/9:55 Lm  
APR 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

2/1/2008 @ 11:40 AM SERVED WILLIAM H. SIDELINGER

SERVED, WILLIAM H. SIDELINGER, DEFENDANT, AT HIS RESIDENCE 14 RUMBARGER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDNG TO SHAWN SIDELINGER, SON OF DEFENDANT/ADULT AT RESIDENCE.

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

2/1/2008 @ 11:40 AM SERVED SHERRY L. SIDELINGER

SERVED SHERRY L. SIDELINGER, DEFENDANT, AT HER RESIDENCE 14 RUMBARGER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHAWN SIDELINGER, SON OF DEFENDANT/ADULT AT RESIDENCE.

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

@ SERVED

NOW, FEBRUARY 25, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 7, 2008. \$1,207.00 WAS RECEIVED TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20701  
NO: 04-1537-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.

VS.

DEFENDANT: WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER

Execution REAL ESTATE

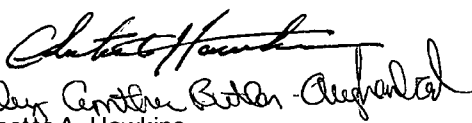
SHERIFF RETURN

---

SHERIFF HAWKINS \$230.92

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 2004-1537-CD

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:

PREMISES: 14 Rumbarger Avenue Dubois, PA 15801

See Exhibit "A" attached

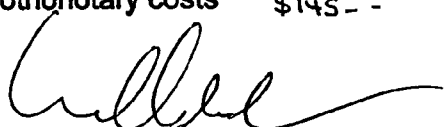
AMOUNT DUE \$48,697.70

Interest From 07/02/05  
Through Date of Sale

(Costs to be added)

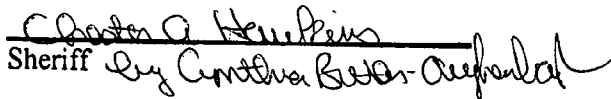
Prothonotary costs \$145.00

Dated: Dec. 14, 2007

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy

Received this writ this 14<sup>th</sup> day  
of December A.D. 2007  
At 3:00 A.M. (P.M.)

  
Sheriff By Cynthia B. B. B. B.

Term  
No. 2004-1537-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
Mortgagor(s)  
14 Rumbarger Avenue Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,697.70
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322



ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62 \frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27 \frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62 \frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27 \frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

BEING THE SAME PREMISES WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HIS WIFE, BY DEED DATED 5/20/96 AND RECORDED 5/31/96 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK 1762 AT PAGE 391, GRANTED AND CONVEYED UNTO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER.

TAX PARCEL #: 75-0009-2455

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME WILLIAM H. SIDELINGER

NO. 04-1537-CD

NOW, April 18, 2008, 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 , I exposed the within described real estate of William H. Sidelinger And Sherry L. Sidelinger to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$1,207.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	24.14
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	1,207.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$230.92</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	48,697.70
INTEREST @ 11.3400	0.00
FROM TO	
ATTORNEY FEES	
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	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$48,737.70</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	985.36
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	230.92
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$1,505.28</b>
--------------------	-------------------

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734

February 25, 2008

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-5915

*Hi Cindy,**Please stay + pull  
advertising  
Thx!*

RE: COUNTRYWIDE HOME LOANS INC.  
vs.  
WILLIAM H. SIDELINGER and SHERRY L. SIDELINGER  
Term No. 2004-1537-CD

Property address:

14 Rumbarger Avenue  
Dubois, PA 15801

Sheriff's Sale Date: March 07, 2008

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$1207.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

*Michael T. McKeever*  
MICHAEL T. MCKEEVER

MTM/AmyG

cc: Amber Robbins-Lee  
COUNTRYWIDE HOME LOANS INC.  
Acct. #4067173

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

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
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Plaintiff

vs.

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Mortgagor(s) and Record Owner(s)  
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Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004-1537-CD

PRAECIPE FOR WRIT OF EXECUTION

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\$48,697.70

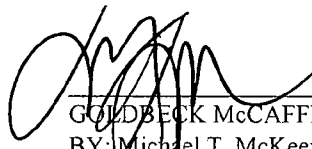
Interest from

07/02/2005 to Date of  
Sale at 8.5000%

(Costs to be added)

165.00 Prothonotary costs

FILED  
m 12:46 PM  
SEP 1 2005  
Att'y pd. \$20.00  
ICC @ low nts  
w/prop desc.  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
CP



GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

Term  
No. 2004-1537-CD  
**IN THE COURT OF COMMON PLEAS**  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
(Mortgagor(s) and Record Owner(s))  
14 Rumbarger Avenue  
Dubois, PA 15801

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

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Michael T. McKeever  
Attorney for Plaintiff

---

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

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TAX PARCEL #: 75-0009-2455

PROPERTY ADDRESS: 14 RUMBARGER AVENUE, DUBOIS, PA 15801

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
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Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
**(Mortgagor(s) and Record Owner(s))**  
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Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2004-1537-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Michael T. McKeever, 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:

14 Rumbarger Avenue  
Dubois, PA 15801

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

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Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
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230 E. Market Street  
Clearfield, PA 16830

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

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

SKY BANK  
101 EAST WASHINGTON STREET  
P.O. BOX 1488  
NEW CASTLE, PA 16103

LANDMARK CAPITAL INVESTMENTS, INC.  
1268 NORTH RIVER ROAD  
SUITE 1  
WARREN, OH 44483

SKY BANK  
P.O. BOX 40  
EAST LIVERPOOL, OH 43820

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

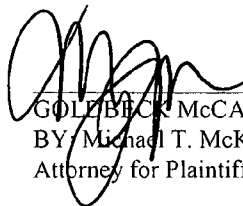
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
14 Rumbarger Avenue  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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. Section 4904 relating to unsworn falsification to authorities.

DATED: August 29, 2008



GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff



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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 2004-1537-CD

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:

PREMISES: 14 Rumbarger Avenue Dubois, PA 15801

See Exhibit "A" attached

AMOUNT DUE \$48,697.70

Interest From 07/02/2005  
Through Date of Sale

(Costs to be added)

Prothonotary costs 165.00

Dated: 9/21/08

William H. Sidelinger  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy

Term  
No. 2004-1537-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
Mortgagor(s)  
14 Rumbarger Avenue Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,697.70
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$ 1165.00
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	\$

Judg. Fee  
Cr.  
Sat.

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

BEING THE SAME PREMISES WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HIS WIFE, BY DEED DATED 5/20/96 AND RECORDED 5/31/96 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK 1762 AT PAGE 391, GRANTED AND CONVEYED UNTO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER.

TAX PARCEL #: 75-0009-2455

PROPERTY ADDRESS: 14 RUMBARGER AVENUE, DUBOIS, PA 15801

GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX C-35

Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER

SHERRY L. SIDELINGER

Mortgagor(s) and

Record Owner(s)

14 Rumbarger Avenue

Dubois, PA 15801

Defendant(s)

CWD-3825

CF: 10/04/2004

SD: 12/05/2008

\$48,697.70

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 2004-1537-CD

**FILED**

NOV 19 2008

W/11:50  
William A. Shaw  
Prothonotary/Clerk of Courts  
NC C/C

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- PER CINDY @ SO (09/30/08)*
- ☒ Personal Service by the Sheriff's Office/~~competent adult (copy of return attached)~~.
  - ☐ Certified mail by Michael T. McKeever (original green Postal return receipt attached).
  - ☐ Certified mail by Sheriff's Office.
  - ☐ Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
  - ☐ Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
  - ☐ Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ☐ Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- ☐ Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☐ Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).
- ☐ Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

*Michael T. McKeever*

BY: Michael T. McKeever, Esquire  
Attorney for Plaintiff

Name and Address of Sender  
**GOLDBECK  
SUITE 5000  
701 MARKET STREET  
PHILADELPHIA, PA  
19106-1532**

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Article Number

1.

PA DEPARTMENT OF PUBLIC WELFARE - Bureau  
of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

2.

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

3.

SKY BANK  
P.O. BOX 40  
EAST LIVERPOOL, OH 43820

4.

SKY BANK  
101 EAST WASHINGTON STREET  
P.O. BOX 1488  
NEW CASTLE, PA 16103

5.

LANDMARK CAPITAL INVESTMENTS, INC.  
1268 NORTH RIVER ROAD  
SUITE 1  
WARREN, OH 44483

6.

TENANTS/OCCUPANTS  
14 Rumbarger Avenue  
Dubois, PA 15801

7.

8.

Total Number of Pieces  
Listed by Sender

6

Total Number of Pieces  
Received at Post Office

PS Form 3877, February 2002 (Page 1 of 2)

CWD-3825 Clearfield County

Sale Date: 12/05/2008

WILLIAM H. SIDELINGER & SHERRY L. SIDELINGER

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse



02 1M  
0004241518 OCT 08 2008  
MAILED FROM ZIP CODE 19106



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-825-6320  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
**Mortgagor(s) and Record Owner(s)**

14 Rumbarger Avenue  
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2004-1537-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Michael T. McKeever, 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:

14 Rumbarger Avenue  
Dubois, PA 15801

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

WILLIAM H. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Du Bois, PA 15801-1524

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

SKY BANK  
P.O. BOX 40  
EAST LIVERPOOL, OH 43820

LANDMARK CAPITAL INVESTMENTS, INC.  
1268 NORTH RIVER ROAD  
SUITE 1  
WARREN, OH 44483

SKY BANK  
101 EAST WASHINGTON STREET  
P.O. BOX 1488  
NEW CASTLE, PA 16103

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

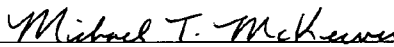
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
14 Rumbarger Avenue  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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. Section 4904 relating to unsworn falsification to authorities.

DATED: November 18, 2008

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

William A. Shaw  
Prothonotary/Clerk of Courts

NOV 19 2008

FILED



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20837  
NO: 04-1537-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/2/2008

LEVY TAKEN 9/30/2008 @ 3:00 PM

POSTED 9/30/2008 @ 3:00 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/9/2009

DATE DEED FILED **NOT SOLD**

**FILED**  
09/13/09  
2009  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

9/30/2008 @ 3:00 PM SERVED WILLIAM H. SIDELINGER

SERVED WILLIAM H. SIDELINGER, DEFENDANT, AT HIS RESIDENCE 14 RUMBARGER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY SIDELINGER, WIFE/CO-DEFENDANT

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

9/30/2008 @ 3:00 PM SERVED SHERRY L. SIDELINGER

SERVED SHERRY L. SIDELINGER, DEFENDANT, AT HER RESIDENCE 14 RUMBARGER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. SIDELINGER,

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

@ SERVED

NOW, NOVEMBER 21, 2008 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 5, 2008. \$540.00 WAS RECEIVED TO CURE THE DEFAULT.

@ SERVED

NOW, MARCH 9, 2009 RETURN THE WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20837  
NO: 04-1537-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER

Execution REAL ESTATE

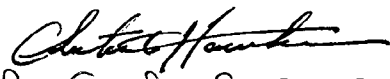
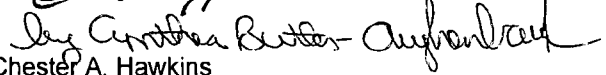
SHERIFF RETURN

---

SHERIFF HAWKINS \$225.30

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 2004-1537-CD

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:

PREMISES: 14 Rumbarger Avenue Dubois, PA 15801

See Exhibit "A" attached

AMOUNT DUE \$48,697.70

Interest From 07/02/2005  
Through Date of Sale

(Costs to be added)

Prothonotary costs 165.00

Dated: 9/2/08

William H. Sidelinger  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

~~Deputy~~ \_\_\_\_\_

Received this writ this 2nd day  
of September A.D. 2008  
At 3:30 A.M. P.M.

Charles A. Haukeis  
Sheriff by Anthony Butler

Term  
No. 2004-1537-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

WILLIAM H. SIDELINGER and  
SHERRY L. SIDELINGER  
Mortgagor(s)  
14 Rumbarger Avenue Dubois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,697.70
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$ 105.00
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$

Office of Judicial Support  
Judg. Fee  
Cr.  
Sat.

Michael T. McKeever  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH  $62\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH  $27\frac{1}{2}^{\circ}$  EAST 60 FETT TO A POST; THENCE BY LOT NOW OR FORMERLY OF W. N. PROTHERO (NO. 214), SOUTH  $62\frac{1}{2}^{\circ}$  EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH  $27\frac{1}{2}^{\circ}$  WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.

BEING THE SAME PREMISES WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HIS WIFE, BY DEED DATED 5/20/96 AND RECORDED 5/31/96 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CLEARFIELD COUNTY IN DEED BOOK 1762 AT PAGE 391, GRANTED AND CONVEYED UNTO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER.

TAX PARCEL #: 75-0009-2455

PROPERTY ADDRESS: 14 RUMBARGER AVENUE, DUBOIS, PA 15801

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME WILLIAM H. SIDELINGER

NO. 04-1537-CD

NOW, March 08, 2009, 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 December 05, 2008, I exposed the within described real estate of William H. Sidelinger And Sherry L. Sidelinger to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$540.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	22.23
LEVY	15.00
MILEAGE	22.23
POSTING	15.00
CSDS	10.00
COMMISSION	10.80
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	540.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$225.30</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	48,697.70
INTEREST @ 11.3400	14,197.68
FROM 07/02/2005 TO 12/05/2008	
ATTORNEY FEES	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$62,935.38</b>

**COSTS:**

ADVERTISING	948.46
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	225.30
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	165.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,500.76</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

November 21, 2008

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX: 814-765-5915

**BOOK WRIT**

RE: COUNTRYWIDE HOME LOANS INC.  
vs.  
WILLIAM H. SIDELINGER and SHERRY L. SIDELINGER  
Term No. 2004-1537-CD

**Property address:**

**14 Rumbarger Avenue  
Dubois, PA 15801**

Sheriff's Sale Date: December 05, 2008

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$ 540.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

  
MICHAEL T. MCKEEVER

MTM/jlb

cc: Georgia Medina  
COUNTRYWIDE HOME LOANS INC.  
Acct. #4067173

FILED

MAR 03 2009

William A. Shaw  
Prothonotary/Clerk of Courts