

05-535-CD

PHH Mortgagae Corp. v. John Waller

2005-535-CD

PHH Mortgage Corp. v. John Waller

SALE DATE: 01/06/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION No.: 2005-535-CD

vs.

JOHN P. VALLES

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

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

TREASURE LAKE SECTION 15 LOT 202 & 203, DUBOIS, PA 15801.

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

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

FILED ^{WCC}
m/1/06/06
DEC 14 2005
(LW)

William A. Shaw
Prothonotary/Clerk of Courts

Name and
Address
Of Sender

PHELAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station
Philadelphia, PA 19103-1814

Suite 1400
SANDRA COOPER/KIO

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	JOHN P. VALLES	Tenant/Occupant, TREASURE LAKE SECTION 15 LOT 202 & 203, DUBOIS, PA 15801		
2	0023948623	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.	

AFFIDAVIT OF SERVICE - CLEARFIELD COUNTY(MMT)

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

DEFENDANT **JOHN P. VALLES**

SERVE AT: **9653 MESA RIDGE COURT**
LAS VEGAS, NV 89129

NO. 2005-535-CD
TYPE OF ACTION
XX Mortgage Foreclosure
XX Civil Action
File Number 111454

SERVED

Served and made known to JOHN P. VALLES Defendant on the 10 day of May, 2005 at
7:10 o'clock, P. M., at 9653 Mesa Ridge Court, Las Vegas,
Nevada 89129, City in the manner described below:

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

FILED *McC*
m/12/5/05
JUN 06 2005 *W*

William A. Shaw
Prothonotary/Clerk of Courts

I, Jeremy Quista, a competent adult, being duly sworn according to law, depose and state that I personally handed to Anita a true and correct copy of the Civil Action Complaint (Mortgage Foreclosure) issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
Before me this _____ day
Of _____, 20_____
Notary:

Served By:



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

Sworn to and subscribed
Before me the 18 day
Of May, 2005
Notary:

Not Served By: _____

Phelan Hallinan & Schmieg, LLP

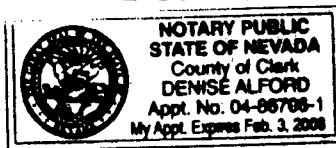
Attorneys For Plaintiff

Francis S. Hallinan, Esquire - I.D.#62695

Suite 1400- One Penn Center Plaza at Suburban Station

Philadelphia, PA 19103-1799

(215)563-7000



AFFIDAVIT OF SERVICE
CLEARFIELD COUNTY

NTIFF
PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION

DEFENDANT
JOHN P. VALLES

SERVE JOHN P. VALLES AT:
8501 RAINDROP CAYNON AVENUE
LAS VEGAS, NV 89129

F&P. #111454

COURT NO.: 2005-535-CD

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: JANUARY 6, 2006

SERVED

Served and made known to John P. Valles, Defendant on the 17th day of November, 2005 at 12:59 o'clock P. M., at 8501 Raindrop Canyon Ave, Commonwealth of Pennsylvania, in the manner described below: Las Vegas, Nevada 89129

Defendant personally served.

Adult family member with whom Defendant(s) reside(s). Ron Delos Santos
Relationship is Occupant

Adult in charge of Defendant's residence who refused to give name or relationship.

Manager/Clerk of place of lodging in which Defendant(s) reside(s).

Agent or person in charge of Defendant's office or usual place of business.

an officer of said Defendant's company.

Other: _____

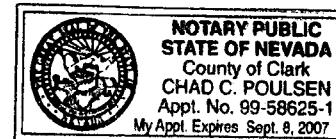
Description: Age 33 Height 5'8" Weight 170 Race Hisp Sex M Other Glasses

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

Sworn to and subscribed
before me this 22 day
of NOV, 2005.

Notary:

By: 



NOT SERVED

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

Moved Unknown No Answer Vacant

Other: _____

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

Notary:

FILED ^{NOCC}
m/10/43
DEC 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100409**

PHH MORTGAGE CORPORATION

Case # **05-535-CD**

vs.

JOHN P. VALLES

SHERIFF RETURNS

NOW May 20, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN P. VALLES, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

CR FILED
05/23/2005
MAY 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	420864	10.00
SHERIFF HAWKINS	PHELAN	420917	60.17

Sworn to Before me This

So Answers,

Day of _____ 2005

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

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

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

Plaintiff

v.

JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

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

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

APR 15 2005

Attest.

William A. Ober
Prothonotary/
Clerk of Courts

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

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

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

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

1. Plaintiff is

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

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

JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129

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

3. On 05/23/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FIRST COMMONWEALTH BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200308841. By Assignment of Mortgage recorded 07/18/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No. 200312724
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$207,070.45
Interest	9,085.44
08/01/2004 through 04/13/2005	
(Per Diem \$35.49)	
Attorney's Fees	1,250.00
Cumulative Late Charges	384.54
05/23/2003 to 04/13/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 218,340.43
Escrow	
Credit	0.00
Deficit	2,185.85
Subtotal	<u>\$ 2,185.85</u>
TOTAL	\$ 220,526.28

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 220,526.28, together with interest from 04/13/2005 at the rate of \$35.49 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

ALL that two certain tracts of land designated as Lot No. 202 and Lot No. 203, Section No. 15, "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Gary J. Hennen and Sarah J. Hennen, husband and wife, by deed of Gary J. Hennen, dated March 24, 1988, and recorded in the Office of the Recorder of Clearfield County in Volume 1221, page 322 (as to Lot No. 203); and being the same premises conveyed to Gary J. Hennen and Sarah J. Hennen, husband and wife, by deed of Donald J. Gill, et ux, dated June 29, 1990, and recorded in the Office of the Recorder of Clearfield County in Volume 1351, page 383 (as to Lot No. 202).

ALSO BEING part of the premises conveyed to Gary J. Hennen by deed of Gary J. Hennen and Sarah J. Hennen, husband and wife, dated February 1, 2000, and recorded in the Office of the Recorder of Clearfield County as Instrument #200001673.

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

PROPERTY BEING: TREASURE LAKE SECTION 15 LOT 202 & 203

VERIFICATION

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

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 4/13/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.: 2005-535-CD

vs.

JOHN P. VALLES
TREASURE LAKE SECTION
15 LOT 202 & 203
DUBOIS, PA 15801

FILED

JUN 17 2005

W/111001

William A. Shaw

Prothonotary/Clerk of Courts

Notice to Defendants

Statute of Limitations

ATTN

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$220,526.28
Interest (4/14/05 to 6/14/05)	<u>2,200.38</u>
TOTAL	\$222,726.66

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


DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: June 17, 2005


PRO PROTHY

KIO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION

Plaintiff No.: 2005-535-CD

VS.

JOHN P. VALLES

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on June 22, 2005.

By: 

If you have any questions concerning this matter please contact:

DANIEL G. SCHMIEG, ESQUIRE

Attorney or Party Filing

Attorney of Party Filing
One Penn Center at Subu

One Penn Center at Suburban Station
1617 John F. Kennedy Blvd. Suite 14

1817 John F. Kennedy Blvd., Suite 14
Philadelphia, PA 19103-1814

Philadelphia, PA 19103-1814
(215) 563-7888

(215) 563-7000

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

PHELAN, HALLINAN AND SCHMIEG
By: Francis S. Hallinan, Esq., Id. No. 62695
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JOHN P. VALLES : NO. 2005-535-CD
Defendants

TO: JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129

DATE OF NOTICE: JUNE 1, 2005

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

IMPORTANT NOTICE

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION

CLEARFIELD COUNTY

No.: 2005-535-CD

vs.

JOHN P. VALLES

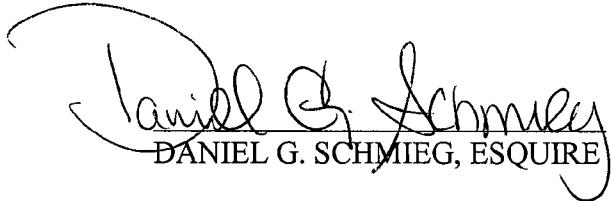
VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, JOHN P. VALLES, is over 18 years of age, and resides at 9653 MESA RIDGE COURT, LAS VEGAS, NV 89129 .

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



DANIEL G. SCHMIEG, ESQUIRE

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

PHH Mortgage Corporation
Plaintiff(s)

No.: 2005-00535-CD

Real Debt: \$222,726.66

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John P. Valles
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 17, 2005

Expires: June 17, 2010

Certified from the record this June 17, 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

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Plaintiff

v.

JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-535-CJ

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

FILED

APR 15 2005
m4:001
William A. Shaw
Prothonotary
1 cent to SHFR

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

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

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

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

1. Plaintiff is

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

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

JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129

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

3. On 05/23/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FIRST COMMONWEALTH BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200308841. By Assignment of Mortgage recorded 07/18/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No. 200312724
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$207,070.45
Interest	9,085.44
08/01/2004 through 04/13/2005	
(Per Diem \$35.49)	
Attorney's Fees	1,250.00
Cumulative Late Charges	384.54
05/23/2003 to 04/13/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 218,340.43
Escrow	
Credit	0.00
Deficit	2,185.85
Subtotal	<u>\$ 2,185.85</u>
TOTAL	\$ 220,526.28

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 220,526.28, together with interest from 04/13/2005 at the rate of \$35.49 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

ALL that two certain tracts of land designated as Lot No. 202 and Lot No. 203, Section No. 15, "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Gary J. Hennen and Sarah J. Hennen, husband and wife, by deed of Gary J. Hennen, dated March 24, 1988, and recorded in the Office of the Recorder of Clearfield County in Volume 1221, page 322 (as to Lot No. 203); and being the same premises conveyed to Gary J. Hennen and Sarah J. Hennen, husband and wife, by deed of Donald J. Gill, et ux, dated June 29, 1990, and recorded in the Office of the Recorder of Clearfield County in Volume 1351, page 383 (as to Lot No. 202).

ALSO BEING part of the premises conveyed to Gary J. Hennen by deed of Gary J. Hennen and Sarah J. Hennen, husband and wife, dated February 1, 2000, and recorded in the Office of the Recorder of Clearfield County as Instrument #200001673.

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

PROPERTY BEING: TREASURE LAKE SECTION 15 LOT 202 & 203

VERIFICATION

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

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 4/13/05

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

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

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

VS.

No. 2005-535-CD

JOHN P. VALLES

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due \$222,726.66

Interest from 6/14/05 to _____ and Costs.
Date of Sale (\$36.61 per diem)

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

Note: Please attach description of Property.

K10

FILED

JUN 17 2005

99/11:30c

William A. Shaw
Prothonotary/Clerk of Courts

6 ways to use

No. 2005-535-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION

vs.

JOHN P. VALLES

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)



William A. Sherry
Attorney for Plaintiff(s)

Address: 9653 MESA RIDGE COURT, LAS VEGAS, NV 89129
Where papers may be served.

FILED

JUN 17 2005

William A. Sherry
Prothonotary/Clerk of Courts

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

PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION

vs.

JOHN P. VALLES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 2005-535-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

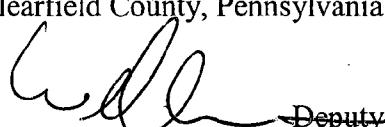
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: TREASURE LAKE SECTION 15 LOT 202 & 203, DUBOIS, PA 15801

(See legal description attached.)

Amount Due	<u>\$222,726.66</u>
Interest from 6/14/05 to Date of Sale (\$36.61 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed.
Prothonotary costs	<u>\$125.00</u> WILLIAM A. SHAW Prothonotary My Commission Expires 1st Monday in Jan. 2006

Dated June 17, 2005
(SEAL) By:  Deputy

KIO

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

No. 2005-535-CD

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

PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE
CORPORATION

vs.

JOHN P. VALLES

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

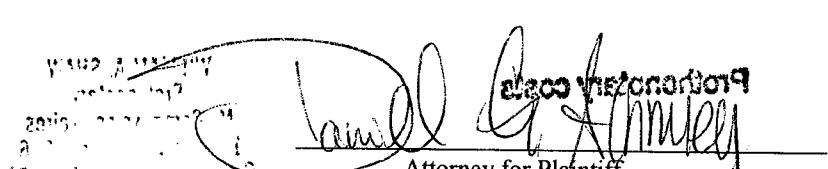
Real Debt \$222,726.66

Int. from 6/14/05 _____
to Date of Sale (\$36.61 per diem)

Costs _____

Proth. Pd. _____

Sheriff _____


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Address: 9653 MESA RIDGE COURT, LAS VEGAS, NV 89129
Where papers may be served.

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

DESCRIPTION

ALL THAT TWO CERTAIN tracts of land designated as Lot No. 202 and Lot No. 203, Section No. 15 "Bimini", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

(1) All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded Plan.

(2) The Declaration of Restrictions, Treasure Lake, Inc., recorded in Miscellaneous Book Volume 146 Page 476; all of said restrictions being covenants which run with the land.

(3) All minerals and mining rights of every kind and nature.

(4) A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

TITLE TO SAID PREMISES IS VESTED IN John P. Valles, an unmarried individual by Deed from Gary J. Hennen, an unmarried individual, dated 5/21/2003 and recorded 5/27/2003 in Instrument #200308840.

Parcel # C2-15-202-21

C2-15-203-21

Premises: Treasure Lake Sec 15 Lot, 202& 203, Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20189
NO: 05-535-CD

PLAINTIFF: PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE CORPORATION
vs.
DEFENDANT: JOHN P. VALLES

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/17/2005

LEVY TAKEN 08/31/2005 @ 3:00 PM

POSTED 08/31/2005 @ 3:05 PM

SALE HELD 01/06/2006

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/10/2006

DATE DEED FILED 02/10/2006

PROPERTY ADDRESS TREASURE LAKE SECTION 15, LOT 202 & 203 DUBOIS, , PA 15801

FILED
01/31/2006
FEB 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED JOHN P. VALLES

SERVED JOHN P. VALLES, DEFENDANT, BY CERTIFIED AND REGULAR MAIL TO 9653 MESA RIDGE COURT, LAS VEGAS, NV 89129
CERT#7003311000193801128. RETURNED UNCLAIMED TO SHERIFF'S OFFICE 10/15/05.

12/14/2005 @ SERVED JOHN P. VALLES

SERVED JOHN VALLES, DEFENDANT, BY REG & CERT MAIL TO NEW ADDRESS 18501 RAINDROP CANYON AVENUE, LAS VEGAS, NV 89129 CERT #70050390000372351155 SIGNED FOR BY JOHN VALLES

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY.

@ SERVED

NOW, NOVEMBER 3, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 4, 2005 TO JANUARY 6, 2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20189
NO: 05-535-CD

PLAINTIFF: PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE CORPORATION
vs.
DEFENDANT: JOHN P. VALLES

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$251.93

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

Day of _____ 2006

So Answers,


By: Cynthia Butter-Aeplenleaf
Chester A. Hawkins
Sheriff

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

PHH MORTGAGE CORPORATION F/K/A
CENDANT MORTGAGE CORPORATION

vs.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 2005-535-CD

JOHN P. VALLES

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: **TREASURE LAKE SECTION 15 LOT 202 & 203, DUBOIS, PA 15801**

(See legal description attached.)

Amount Due	<u>\$222,726.66</u>
Interest from 6/14/05 to	\$ _____
Date of Sale (\$36.61 per diem)	
Total	\$ _____
Prothonotary costs	\$ <u>125.00</u> Plus costs as endorsed.
	WILLIAM A. SHAW Prothonotary My Commission Expires 1st Monday in Jan. 2006
	Prothonotary, Court of Common Pleas, Court of Clearfield County, Pennsylvania
Dated <u>June 17, 2005</u>	By: <u>W.A.S.</u> Deputy
(SEAL)	

Received June 17, 2005 @ 1:40 P.M.
Cheston A. Haubens
by Courtney Sutton-Auerhau

KIO

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

No. 2005-535-CD

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

PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE
CORPORATION

VS.

JOHN P. VALLES

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

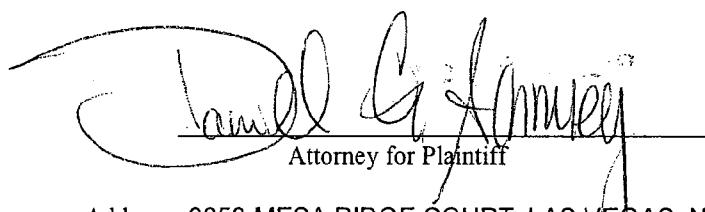
Real Debt \$222,726.66

Int. from 6/14/05 _____
to Date of Sale (\$36.61 per diem) _____

Costs _____

Prothy. Pd. _____

Sheriff _____



Attorney for Plaintiff

Address: 9653 MESA RIDGE COURT, LAS VEGAS, NV 89129
Where papers may be served.

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

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TITLE TO SAID PREMISES IS VESTED IN John P. Valles, an unmarried individual by Deed from Gary J. Hennen, an unmarried individual, dated 5/21/2003 and recorded 5/27/2003 in Instrument #200308840.

Parcel # C2-15-202-21
C2-15-203-21

Premises: Treasure Lake Sec 15 Lot, 202& 203, Dubois, PA 15801

Federman and Phelan is now
Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Sandra.Cooper@fedphe.com

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

November 3, 2005

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

ATTENTION: CINDY (814) 765-5915

**Re: PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE
CORPORATION v. JOHN P. VALLES
No. 2005-535-CD
TREASURE LAKE SECTION 15 LOT 202 & 203, DUBOIS, PA 15801**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which
is scheduled for November 4, 2005.

The property is to be relisted for the January 6, 2006 Sheriff's Sale.

Very truly yours,

SMC

Sandra Cooer

VIA TELECOPY (814) 765-5915

CC: JOHN P. VALLES

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- 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:

JOHN P. VALLES
8501 RAINBIRD CANYON AVENUE
LAS VEGAS, NV 89129

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

7005 0390 0003 7235 1155

102595-02-M-1540

4. Signature

Agent

Addresssee

Yes

No

3. Service Type

Certified Mail

Express Mail

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

No

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

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

OFFICIAL USE

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

0830
07

Postmark
Here

12/08/2005

Sent To	JOHN P. VALLES
Street, Apt. No., or PO Box No.	8501 RAINBIRD CANYON AVENUE
City, State, ZIP+4	LAS VEGAS, NV 89129

See Reverse for Instructions



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:

COMPLETE THIS SECTION ON DELIVERY

COMPLETE THIS SECTION ON DELIVERY		
A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? If YES, enter delivery address below:		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Restricted Delivery? (Extra Fee)		
<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. <input type="checkbox"/> Yes		

JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129

3 3110 0001 9380 1121

卷之三



CHESTER A. HAWKINS
SHERIFF

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9360 1128



JOHN P. VALLES
9653 MESA RIDGE COURT
LAS VEGAS, NV 89129
UNCLAIMED

1st
UNCLAIMED
12/16/05
TO RETURNED
TO
SERIALS

UNCLAIMED

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

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

OFFICIAL USE

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

0830 07 Postmark Here
09/01/2005

Sent To: JOHN P. VALLES
Street, Apt. No.; 9653 MESA RIDGE COURT
or PO Box No. LAS VEGAS, NV 89129
City, State, ZIP+4

See Reverse for Instructions

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN P. VALLES

NO. 05-535-CD

NOW, February 10, 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 January 06, 2006, I exposed the within described real estate of John P. Valles to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.54
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	15.00
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$251.93

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	222,726.66
INTEREST @ 36.6100 %	7,541.66
FROM 06/14/2005 TO 01/06/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$230,288.32
COSTS:	
ADVERTISING	301.48
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	251.93
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,014.41

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