

05-807-CD
JP Morgan vs. Lloyd Light et al

JP Morgan et al v. Lloyd Light et al
2005-807-CD

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

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-807-CD
CLEARFIELD COUNTY

Plaintiff

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

Defendants

MAR. 3, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *[Signature]*
Deputy Prothonotary

FILED Any pd. 85.00
JUN 07 2005 300 SHFF
[Signature]
William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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Pennsylvania Bar Association
100 South Street
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800-692-7375

Notice to Defend:
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Clearfield, PA 16830
814-765-2641 x 5982

DEC 1, 2005 Document
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Deputy Prothonotary

5-11-06 Document
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for service. *[Signature]*
Deputy Prothonotary

Apr. 16, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *[Signature]*
Deputy Prothonotary

July 25, 2005 Document
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Deputy Prothonotary

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

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

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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

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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.

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

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

JP MORGAN CHASE BANK, N.A. S/B/M WITH
BANK ONE, N.A.
Plaintiff

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

vs.

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A
Judith F. Light
Jerry A. Miles Jr.

: No. 05-807-CD
:
:
:

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP

By:

Francis S. Hall

FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: July 20, 2005

/mmt, Svc Dept.
File# 114939

FILED 1 Compl.
m/3:47/21 Reinstated
JUL 25 2005 to Amy
William A. Shaw Amy pd 7:00
Prothonotary/Clerk of Court

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP MORGAN CHASE BANK, N.A. S/B/M WITH
BANK ONE, N.A.
Plaintiff

vs.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO
LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES, JR.

Defendants

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
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: CLEARFIELD County
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: No. 05-807-CD

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

Date: August 15, 2005

/mmt, Svc Dept.
File# 114939

FILED *Atty pd.*
m/2:52/ 7.00
AUG 16 2005 *2005-2*
Beal
William A. Shaw *Reinst. Compl.*
Prothonotary/Clerk of Courts *to Shaw*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # 100763

JP MORGAN CHASE BANK

Case # 05-807-CD

vs.

LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a JUDITH FARGO
LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURNS

NOW September 19, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE NOT SERVED "TIME EXPIRED" AS TO JERRY A. MILES JR., DEFENDANT. NEVER RECV'D. CLEAN COPY OF COMPLAINT

SERVED BY: /

FILED
013:04/DA
SEP 20 2005 (LN)

William A. Stone
Professional Deputy Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100763**

JP MORGAN CHASE BANK

Case #

vs.

LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a JUDITH FARGO
LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

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COMPLAINT

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100763
NO: 05-807-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK

vs.

DEFENDANT: LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	445880	20.00
SHERIFF HAWKINS	PHELAN	445880	10.00

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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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 FILE COPY
PLEASE RETURN** hereby certify this to be a true
and attested copy of the original
statement filed in this case.

ATTORNEY FOR PLAINTIFF

AUG 16 2005

Attest

William A. Shew
Prothonotary/
Clerk of Courts

JP MORGAN CHASE BANK, N.A. S/B/M WITH
BANK ONE, N.A.
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

vs.

: CLEARFIELD County

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A
Judith F. Light
Jerry A. Miles Jr.

: No. 05-807-CD

FILED
CORD
247
JUL 25 2005
William A. Shew
Prothonotary/Clerk of Courts

Defendants

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By: *Francis S. Hallinan*
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: July 20, 2005

/mmt, Svc Dept.
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8-16-05 Document
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for service. *William A. Shaw*
ATTORNEY FOR PLAINTIFF Prothonotary

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MILWAUKEE, WI 53202.

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-807-CD
CLEARFIELD COUNTY

Plaintiff

v.

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JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

FILED
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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814-765-2641 x 5982

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7-25-05 Document Attorney
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for service. *William A. Shaw*
Deputy Prothonotary

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

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 05-807-CD

CLEARFIELD COUNTY

v.

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A/K/A LLOYD W. LIGHT
JUDITH LIGHT
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JERRY A. MILES
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FILED
JUN 07 2005
William A. Shaw
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File #: 114939

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1. Plaintiff is

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S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

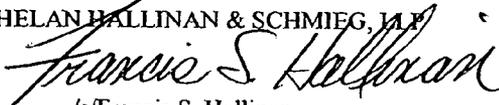
3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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	\$17,493.39
Interest 11/19/2004 through 05/26/2005 (Per Diem \$4.98)	941.22
Attorney's Fees	1,250.00
Cumulative Late Charges 11/15/1999 to 05/26/2005	125.00
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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

LEGAL DESCRIPTION

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4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
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AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

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

AUG 16 2005

ATTORNEY FOR PLAINTIFF

F. S. V.
Clerk of Courts

JP MORGAN CHASE BANK, N.A. S/B/M WITH
BANK ONE, N.A.

Plaintiff

vs.

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A
Judith F. Light
Jerry A. Miles Jr.

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD County

: No. 05-807-CD

FILED
3-47
JUL 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP

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

**ATTORNEY FILE COPY
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Date: July 20, 2005

/mnt, Svc Dept.
File# 114939

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PHELAN HALLINAN & SCHMIEG, LLP
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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

8-16-05 Document
Reinstated/Released to Sheriff/Attorney
for service. *William A. Shaw*
ATTORNEY FOR PLAINTIFF
Deputy Prothonotary

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-807-CD
CLEARFIELD COUNTY

Plaintiff

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

FILED
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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.

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

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

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

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7-25-05 Document Attorney
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for service. *William A. Shaw*
Deputy Prothonotary

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

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

ATTORNEY FOR PLAINTIFF

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-807-CD

CLEARFIELD COUNTY

Plaintiff

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

FILED
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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FEDERMAN AND PHELAN

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

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

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

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

1. Plaintiff is

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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	\$17,493.39
Interest 11/19/2004 through 05/26/2005 (Per Diem \$4.98)	941.22
Attorney's Fees	1,250.00
Cumulative Late Charges 11/15/1999 to 05/26/2005	125.00
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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: _____

Francis S. Hallinan
/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

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

JP MORGAN CHASE BANK, N.A. S/B/M WITH
BANK ONE, N.A.
Plaintiff

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

vs.

LLOYD LIGHT A/K/A LLOYD W. LIGHT JUDITH
LIGHT A/K/A JUDITH FARGO LIGHT A/K/A
JUDITH F. LIGHT
JERRY A. MILES
Defendants

: No. 05-807-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP

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

Date: November 28, 2005

/jmr, Svc Dept.
File# 114939

FILED

(E)

DEC 01 2005

William A. Shaw

Prothonotary/Clerk of Court

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SHEAR

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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

JP MORGAN CHASE BANK, N.A., S/B/M WITH
BANK ONE, N.A.
Plaintiff

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

vs.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO
LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES, JR.

:
: No. 05-807-CD
:
:
:

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PHELAN HALLINAN & SCHMIEG, LLP

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

Date: March 1, 2006

/jmr, Svc Dept.
File# 114939

FILED

MAR 03 2006

M/12:30/12
William A. Shaw

Prothonotary Clerk of Courts

1 CENT + REINSTATE

COMPLAIN TO ADV

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

JP Morgan Chase Bank, N.A.,
S/B/M with Bank One, N.A.

vs.

Lloyd Light a/k/a Lloyd W. Light
Judith Light a/k/a Judith Fargo
Light a/k/a Judith F. Light
Jerry A. Miles, Jr.

CIVIL DIVISION
NO. 05-807-CD

ORDER

AND NOW, this _____ day of _____, 2006, upon
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby
ORDERED and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the
Complaint and all future pleadings on the above captioned Defendant, Jerry A. Miles, Jr., by:

1. First class mail to Jerry A. Miles, Jr. at the mortgaged premises located at 333
Treasure Lake, DuBois, PA 15801, his last known address, 1495 Treasure Lake,
Du Bois, PA 15801 and his place of employment Top of the Line Motors, 640 S.
Brady Street, DuBois, PA 15801; and
2. Certified mail to Jerry A. Miles, Jr. at the mortgaged premises located at 333
Treasure Lake, DuBois, PA 15801, his last known address, 1495 Treasure Lake,
Du Bois, PA 15801 and his place of employment Top of the Line Motors, 640 S.
Brady Street, DuBois, PA 15801.

BY THE COURT:

J.

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

FILED

MAR 03 2006
M/12:45/4
William A. Straw
Prothonotary, Clerk of Courts
No C/c.

Attorney for Plaintiff

JP Morgan Chase Bank, N.A.,
S/B/M with Bank One, N.A.

COURT OF COMMON PLEAS

vs.

CIVIL DIVISION

CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light
Judith Light a/k/a Judith Fargo
Light a/k/a Judith F. Light
Jerry A. Miles, Jr.

NO. 05-807-CD

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Jerry A. Miles, Jr., by first class mail and certified mail to the last known addresses and the mortgaged premises, 333 Treasure Lake, DuBois, PA 15801, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on June 7, 2005. As indicated by the copy of said complaint attached hereto as Exhibit "A".

2. Said complaint was forwarded to the Office of the Sheriff on or about June 8, 2005 for service to be completed on the Defendant, Jerry A. Miles, Jr., at the mortgaged premises 333 Treasure Lake, DuBois, PA 15801.

3. Attempts to serve Defendant, Jerry A. Miles, Jr., with the Complaint have been unsuccessful. The Sheriff of Clearfield County attempted to serve the Defendant at the mortgaged premises, 333 Treasure Lake, DuBois, PA 15801. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "B", there was no service at this address against Jerry A. Miles, Jr. after numerous attempts.

4. Unable to serve the Defendant personally and without any new information regarding the Defendant, Jerry A. Miles', whereabouts, the Plaintiff sent a Motion for Alternate Service for filing on July 20, 2005. A copy of said motion is attached hereto as Exhibit "C".

5. Said Motion for Alternate Service was returned by the Judge's Chambers with additional information regarding the whereabouts of the Defendant, Jerry A. Miles, Jr. As indicated by the letter from President Judge, Frederic J. Ammerman, attached hereto as Exhibit "D".

6. Plaintiff, given this information, attempted to serve the Defendant at 1495 Treasure Lake, DuBois, PA 15801 and Top of the Lines Motor, 640 S. Brady Street, Du Bois, PA 15801. Plaintiff was advised by the Sheriff's Office that there was no service made at either of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "E".

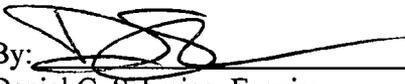
7. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "F".

8. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of March 2, 2006 to bring loan current.

9. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: March 1, 2006

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
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111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 05-807-CD

CLEARFIELD COUNTY

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

FILED
COPY
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Defendants

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CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Notice to Defend:
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Clearfield County Courthouse
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814-765-2641 x 5982

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

**FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN**

DEC 01 2005

File #: 114939

Attest:

William A. Shaw
Prothonotary/
Clerk of Courts

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

Dec 1, 2005 Document
Reinstated/Returned to Plaintiff/Attorney
for service.
W.A.S.

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

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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	\$17,493.39
Interest 11/19/2004 through 05/26/2005 (Per Diem \$4.98)	941.22
Attorney's Fees	1,250.00
Cumulative Late Charges 11/15/1999 to 05/26/2005	125.00
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 3 Services

Sheriff Docket # **100530**

Case # **05-807-CD**

▷ MORGAN CHASE BANK, N.A.

vs.

LOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
UDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURNS

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JERRY A. MILES JR., DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

PHELAN HALLINAN & SCHMIEG, L.L.P.
Suite 1400
One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103
215-563-7000
Main Fax: 215-563-4758
martin.tray@fedphe.com

Martin Tray, Ext. 1563
Service Department

Representing Lenders in
Pennsylvania and New Jersey

July 20, 2005

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

Re: JP Morgan Chase Bank, N.A. S/B/M With Bank One, N.A. vs. Lloyd Light A/K/A Lloyd
W. Light, Judith Light A/K/A Judith Fargo Light A/K/A Judith F. Light and Jerry A. Miles
Jr.
Clearfield County, No. 05-807

Dear Sir or Madam:

Enclosed for filing and transmittal to the assigned Civil Signing Judge for execution, please find Plaintiff's Motion for Service Pursuant to Special Order of Court, Memorandum of Law, proposed Order and attached exhibits.

Kindly return a time-stamped copy in the enclosed self-addressed stamped envelope.

If, for any reason, this Order and Petition will not be sent immediately to a Judge for consideration, please contact the undersigned.

Also, find attached a copy of the Order granting alternative service, which should be signed by the Judge. Please return this signed Order in the attached stamped self-addressed envelope.

Thank you for your courtesy and consideration.

Very truly yours,



Martin Tray
for Phelan, Hallinan & Schmieg LLP

Enclosure

IN THE COURT OF COMMON PLEAS
Clearfield COUNTY, PENNSYLVANIA

JP Morgan Chase Bank, N.A. S/B/M With Bank One, : COURT OF COMMON PLEAS
N.A. :

: CIVIL DIVISION

vs.

: Clearfield COUNTY

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A Judith F. : NO. 05-807
Light
Jerry A. Miles Jr.

ORDER

AND NOW, this _____ day of _____, 2005, upon

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

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

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the
Complaint and all future pleadings on the above captioned Defendant, Jerry A. Miles Jr., by:

1. First class mail to Jerry A. Miles Jr. at the mortgaged premises located at 333
Treasure Lake, Dubois, PA 15801; and
2. Certified mail to Jerry A. Miles Jr. at the mortgaged premises located at 333
Treasure Lake, Dubois, PA 15801.

BY THE COURT:

J.

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A. S/B/M With Bank One,
N.A.

: COURT OF COMMON PLEAS

:

: CIVIL DIVISION

vs.

: Clearfield COUNTY

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A Judith F.
Light
Jerry A. Miles Jr.

: NO. 05-807

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Jerry A. Miles, by first class mail and certified mail to the mortgaged premises, located at 333 Treasure Lake, Dubois, PA 15801, and in support thereof avers the following:

1. Attempts to serve Defendant, Jerry A. Miles Jr., with the Complaint have been unsuccessful. The Sheriff of Clearfield County attempted to serve the Defendant at the mortgaged premises, 333 Treasure Lake, Dubois, PA 15801. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "A", after several attempts the defendant, Jerry A. Miles Jr., was not found at this address.

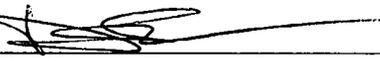
2. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "B".

3. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of July 20, 2005 to bring loan current.

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

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A. S/B/M With Bank One, N.A.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield COUNTY
NO. 05-807

vs.

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A Judith F. Light
Jerry A. Miles Jr.

MEMORANDUM OF LAW

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

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

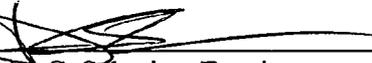
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith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

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

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

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 3 Services

Sheriff Docket # **100530**

IP MORGAN CHASE BANK, N.A.

Case # 05-807-CD

vs.

.LOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURNS

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JERRY A. MILES JR., DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

**FORECLOSURE REVIEW SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 114939

Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**

Subject: Lloyd Light, Judith Light and Jerry A. Miles, Jr.

Current Address: 333 Treasure Lake, Dubois, PA 15801

Property Address: 333 Treasure Lake, Dubois, PA 15801

Mailing Address: 333 Treasure Lake, Dubois, PA 15801

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

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Lloyd Light - 195-50-9999

Judith Light - 194-48-9176

Jerry A. Miles, Jr. - 1964 - 143-72-4106

B. EMPLOYMENT SEARCH

Lloyd Light, Judith Light and Jerry A. Miles, Jr. - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Lloyd Light, Judith Light and Jerry A. Miles, Jr. reside(s) at: 333 Treasure Lake, Dubois, PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that Lloyd Light, Judith Light and Jerry A. Miles, Jr. reside(s) at: 333 Treasure Lake, Dubois, PA 15801. On 4/1/05, 4/4/05, and 4/5/05 our office made a telephone call to the subject's phone number, (814) 375-8890 and received the following information: no answer on all three occasions.

III. INQUIRY OF NEIGHBORS

On 4/4/05 our office attempted to contact George D. Riley, at 343 Treasure Lake, Dubois, PA 15801 and received the following information: spoke with an unidentified female who could not confirm or deny that the subjects reside(s) at 333 Treasure Lake, Dubois, PA 15801.

Using our White Pages data base our office was unable to locate any additional neighbors within ten houses of 343 Treasure Lake, Dubois, PA 15801.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 4/5/05 we reviewed the National Address database and found the following information: Lloyd Light, Judith Light and Jerry A. Miles, Jr. - 333 Treasure Lake, Dubois, PA 15801.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Lloyd Light, Judith Light and Jerry A. Miles, Jr.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 4/5/05 Vital Records and all public databases have no death record on file for Lloyd Light, Judith Light and Jerry A. Miles, Jr.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Lloyd Light, Judith Light and Jerry A. Miles, Jr. residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Lloyd Light - 1956

Judith Light - 1956

Jerry A. Miles, Jr. - 1964

B. A.K.A.

Lloyd W. Light and Judith F. Light AKA Judith Fargo Light

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

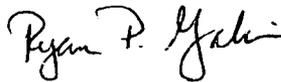
*** Please be advised all database information indicates the subject resides at the current address.**

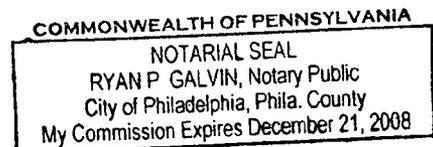
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

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



AFFIANT - Brendan Booth
Foreclosure Review Services, Inc.





Sworn to and subscribed before me this 5th day of April 2005.

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

VERIFICATION

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

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A. S/B/M With Bank : COURT OF COMMON PLEAS
One, N.A.

: CIVIL DIVISION

Vs.

: Clearfield COUNTY

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A Judith : NO. 05-807
F. Light
Jerry A. Miles Jr.

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Jerry A. Miles Jr. at:

333 Treasure Lake
Dubois, PA 15801

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005



JUDGE'S CHAMBERS
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

PAUL E. CHERRY
JUDGE

JOHN K. REILLY, JR.
SENIOR JUDGE

August 5, 2005

Daniel G. Schmeig, Esquire
Phelan, Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd.
Suite 1400
Philadelphia, PA 19103-1814

Re: JP Morgan Chase Bank, N.A. S/B/M with Bank One, N.A.

vs.

Jerry A. Miles, Jr., et al NO. 2005-807-CD

Dear Attorney Schmieig:

I am writing in response to your Motion for Service Pursuant to Special Order of Court that was filed on August 4, 2005 in the above-referenced case. A review of our records indicates the following additional information relative Jerry A. Miles, Jr.:

1. Address: 1495 Treasure Lake, DuBois, PA 15801
(Election Registration information)
2. Employment: Top of the Line Motors
640 S. Brady Street, DuBois, PA 15801
814-371-4003
(Court Records)
3. Date of Birth: November 19, 1964
(Election Registration information)

I would advise that you re-attempt service, taking this information into consideration. Pending the outcome of that, I will not be signing the Motion for Service that you have filed at this time.

Sincerely,

A handwritten signature in cursive script that reads "Fredric J. Ammerman".
Fredric J. Ammerman
President Judge

• • •

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A.,
S/B/M with Bank One, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Lloyd Light a/k/a Lloyd W.
Light
Judith Light a/k/a Judith Fargo
Light a/k/a Judith F. Light
Jerry A. Miles, Jr.

CLEARFIELD COUNTY

NO. 05-807-CD

AFFIDAVIT OF SERVICE

Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe

that it contacted the Sheriff's Office of Clearfield County on January 24, 2006 and was advised that the Sheriff was unable to complete personal service on Jerry A. Miles, Jr. at 1495 Treasure Lake, DuBois, PA 15801 and his place of employment, Top of the Line Motors, 640 South Brady Street, DuBois, PA 15801. On March 1, 2006, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm that the Defendant, Jerry A. Miles, Jr., does not reside at 1495 Treasure Lake, DuBois, PA 15801, and that Top of the Line Motors is out of business.

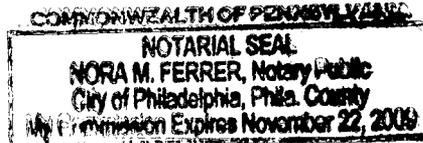
Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me on this 1st day of March 2006


Notary Public



**FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 114939

Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**

Subject: Lloyd Light, Judith Light and Jerry A. Miles, Jr.

Current Address: 333 Treasure Lake, Dubois, PA 15801

Property Address: 333 Treasure Lake, Dubois, PA 15801

Mailing Address: 333 Treasure Lake, Dubois, PA 15801

Possible Mailing Address: (Jerry A. Miles, Jr.) 1495 Treasure Lake, Du Bois, PA 15801

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

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Lloyd Light - 195-50-9999

Judith Light - 194-48-9176

Jerry A. Miles, Jr. - 143-72-4106

B. EMPLOYMENT SEARCH

Lloyd Light, Judith Light and Jerry A. Miles, Jr. - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Lloyd Light, Judith Light and Jerry A. Miles, Jr. reside(s) at: 1495 Treasure Lake, Du Bois, PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that Lloyd Light, Judith Light reside(s) at: 333 Treasure Lake, Dubois, PA 15801. On 2/23/06 our office made several telephone calls to the subjects' phone number, (814) 375-8890 and received the following information: no answer on all occasions.

III. INQUIRY OF NEIGHBORS

On 2/23/06 our office attempted to contact George D. Riley, at 343 Treasure Lake, Dubois, PA 15801 and received the following information: spoke with an unidentified female who could not confirm or deny that the subjects reside(s) at 333 Treasure Lake, Dubois, PA 15801.

Using our White Pages data base our office was unable to locate any additional neighbors within ten houses of 343 Treasure Lake, Dubois, PA 15801.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 2/23/06 we reviewed the National Address database and found the following information: Lloyd Light, Judith Light - 333 Treasure Lake, Dubois, PA 15801 and Jerry A. Miles, Jr. - 1495 Treasure Lake, Du Bois, PA 15801.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: Jerry A. Miles, Jr. - 1495 Treasure Lake, Du Bois, PA 15801.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Lloyd Light, Judith Light and Jerry A. Miles, Jr.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 2/23/06 Vital Records and all public databases have no death record on file for Lloyd Light, Judith Light and Jerry A. Miles, Jr.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Lloyd Light, Judith Light and Jerry A. Miles, Jr. residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Lloyd Light - 1956

Judith Light - 1956

Jerry A. Miles, Jr. - 1964

B. A.K.A.

Lloyd W. Light and Judith F. Light AKA Judith Fargo Light

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

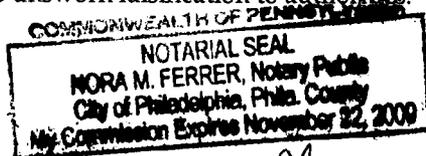
* Please be advised all database information indicates the subject resides at the current address.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

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

Brendan Booth

AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.



Nora M. Ferrer

Sworn to and subscribed before me this 23rd day of February 2006.

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

VERIFICATION

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

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: March 1, 2006

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A.,
S/B/M with Bank One, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Lloyd Light a/k/a Lloyd W.
Light
Judith Light a/k/a Judith Fargo
Light a/k/a Judith F. Light
Jerry A. Miles, Jr.

CLEARFIELD COUNTY

NO. 05-807-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Jerry A. Miles, Jr.:

333 Treasure Lake, DuBois, PA 15801

1495 Treasure Lake, Du Bois, PA 15801

Top of the Line Motors, 640 S. Brady Street, DuBois, PA 15801

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: March 1, 2006

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101054**

JP MORGAN CHASE BANK

Case # 05-807-CD

vs.

LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a JUDITH FARGO
LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 07, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JERRY A. MILES, DEFENDANT. ATTEMPTED, NOT AT RESIDENCE.

SERVED BY: /

FILED

019:013A
MAR 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101054**

JP MORGAN CHASE BANK

Case # 05-807-CD

vs.

LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a JUDITH FARGO
LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 07, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JERRY A. MILES, DEFENDANT. BUSINESS TOP OF THE LINE MOTORS, CLOSED.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101054
NO: 05-807-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK

vs.

DEFENDANT: LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	465934	20.00
SHERIFF HAWKINS	PHELAN	465934	28.43

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



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

ATTORNEY FOR PLAINTIFF

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 05-807-CD

CLEARFIELD COUNTY

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

DEC 01 2005

FILED
COPY
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Attest

Prothonotary:
Clerk of Courts

Defendants

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

Dec. 1, 2005 Document
Reinstated/Referred to Sheriff/Attorney
for service.

[Signature]
Deputy Prothonotary

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

File #: 114939

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

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

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

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

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

1. Plaintiff is

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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	\$17,493.39
Interest 11/19/2004 through 05/26/2005 (Per Diem \$4.98)	941.22
Attorney's Fees	1,250.00
Cumulative Late Charges 11/15/1999 to 05/26/2005	125.00
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

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

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 05-807-CD

CLEARFIELD COUNTY

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

DEC 01 2005

FILED
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Attest

William A. Shaw
Prothonotary/
Clerk of Courts

Defendants

**FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN**

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Dec. 1, 2007 Document
Reinstated/Released to Sheriff/Attorney
for service.
[Signature]
Deputy Prothonotary

**FEDERMAN AND PHELAN
ATTORNEY FILE COPY
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File #: 114939

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PHELAN HALLINAN & SCHMIEG, LLP


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

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BEING NO. 333 TREASURE LAKE

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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: 5/24/05

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

JP MORGAN CHASE BANK, N.A.,
s/b/a with BANK ONE, N.A.,
Plaintiff

*
*
*
*
*
*
*

vs.

NO. 05-807-CD

LLOYD LIGHT, a/k/a LLOYD W. LIGHT,
JUDITH LIGHT, a/k/a JUDITH FARGO LIGHT,
a/k/a JUDITH F. LIGHT,
JERRY A. MILES, JR.
Defendants

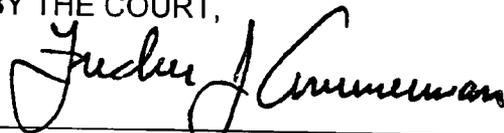
SECOND AMENDED ORDER

NOW, this 26th day of April, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Jerry A. Miles, Jr.** by publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant **Jerry A. Miles, Jr.'s** last known address, 1495 Treasure Lake, DuBois, PA 15801 and his place of employment Top of the Line Motors, 640 S. Brady St., DuBois, PA 15801; and by posting the mortgaged premises known in this herein action as 333 Treasure Lake, DuBois, PA 15801. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and regular mail to Defendant's last known home address.

FILED 300 Amy
0110:1837
APR 27 2006 Hallinan

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/27/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A. S/B/M With Bank : COURT OF COMMON PLEAS
One, N.A.

: CIVIL DIVISION

Vs.

: Clearfield COUNTY

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A Judith : NO. 05-807
F. Light
Jerry A. Miles Jr.

CERTIFICATION OF SERVICE

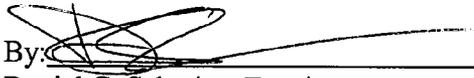
I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Jerry A. Miles Jr. at:

333 Treasure Lake
Dubois, PA 15801

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005

FILED ^{no cc}
M/110804
AUG 04 2005 57

William A. Shaw
Prothonotary-Clerk of Courts

FILED

AUG 04 2005

Produced Pursuant to Protective Order

IN THE COURT OF COMMON PLEAS
Clearfield COUNTY, PENNSYLVANIA

JP Morgan Chase Bank, N.A. S/B/M With Bank One, : COURT OF COMMON PLEAS
N.A.

: CIVIL DIVISION

vs.

: Clearfield COUNTY

Lloyd Light A/K/A Lloyd W. Light

Judith Light A/K/A Judith Fargo Light A/K/A Judith F. : NO. 05-807

Light

Jerry A. Miles Jr.

ORDER

AND NOW, this _____ day of _____, 2005, upon

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

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

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the
Complaint and all future pleadings on the above captioned Defendant, Jerry A. Miles Jr., by:

1. First class mail to Jerry A. Miles Jr. at the mortgaged premises located at 333
Treasure Lake, Dubois, PA 15801; and
2. Certified mail to Jerry A. Miles Jr. at the mortgaged premises located at 333
Treasure Lake, Dubois, PA 15801.

BY THE COURT:

J.

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

JP Morgan Chase Bank, N.A. S/B/M With Bank One,
N.A.

: COURT OF COMMON PLEAS

:
: CIVIL DIVISION

vs.

: Clearfield COUNTY

Lloyd Light A/K/A Lloyd W. Light
Judith Light A/K/A Judith Fargo Light A/K/A Judith F.
Light
Jerry A. Miles Jr.

: NO. 05-807

FILED ^{icc}
m/11:07/6/ Ashy
AUG 04 2005 Schmieg
William A. Shaw
Prothonotary/Clerk of Courts

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Jerry A. Miles, by first class mail and certified mail to the mortgaged premises, located at 333 Treasure Lake, Dubois, PA 15801, and in support thereof avers the following:

1. Attempts to serve Defendant, Jerry A. Miles Jr., with the Complaint have been unsuccessful. The Sheriff of Clearfield County attempted to serve the Defendant at the mortgaged premises, 333 Treasure Lake, Dubois, PA 15801. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "A", after several attempts the defendant, Jerry A. Miles Jr., was not found at this address.

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

3. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of July 20, 2005 to bring loan current.

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

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 3 Services

Sheriff Docket # **100530**

JP MORGAN CHASE BANK, N.A.

Case # 05-807-CD

vs.

LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURNS

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JERRY A. MILES JR., DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

**FORECLOSURE REVIEW SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 114939

Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**

Subject: Lloyd Light, Judith Light and Jerry A. Miles, Jr.

Current Address: 333 Treasure Lake, Dubois, PA 15801

Property Address: 333 Treasure Lake, Dubois, PA 15801

Mailing Address: 333 Treasure Lake, Dubois, PA 15801

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

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Lloyd Light - 195-50-9999

Judith Light - 194-48-9176

Jerry A. Miles, Jr. - 1964 - 143-72-4106

B. EMPLOYMENT SEARCH

Lloyd Light, Judith Light and Jerry A. Miles, Jr. - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Lloyd Light, Judith Light and Jerry A. Miles, Jr. reside(s) at: 333 Treasure Lake, Dubois, PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that Lloyd Light, Judith Light and Jerry A. Miles, Jr. reside(s) at: 333 Treasure Lake, Dubois, PA 15801. On 4/1/05, 4/4/05, and 4/5/05 our office made a telephone call to the subject's phone number, (814) 375-8890 and received the following information: no answer on all three occasions.

III. INQUIRY OF NEIGHBORS

On 4/4/05 our office attempted to contact George D. Riley, at 343 Treasure Lake, Dubois, PA 15801 and received the following information: spoke with an unidentified female who could not confirm or deny that the subjects reside(s) at 333 Treasure Lake, Dubois, PA 15801.

Using our White Pages data base our office was unable to locate any additional neighbors within ten houses of 343 Treasure Lake, Dubois, PA 15801.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 4/5/05 we reviewed the National Address database and found the following information: Lloyd Light, Judith Light and Jerry A. Miles, Jr. - 333 Treasure Lake, Dubois, PA 15801.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Lloyd Light, Judith Light and Jerry A. Miles, Jr.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 4/5/05 Vital Records and all public databases have no death record on file for Lloyd Light, Judith Light and Jerry A. Miles, Jr.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Lloyd Light, Judith Light and Jerry A. Miles, Jr. residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Lloyd Light - 1956

Judith Light - 1956

Jerry A. Miles, Jr. - 1964

B. A.K.A.

Lloyd W. Light and Judith F. Light AKA Judith Fargo Light

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

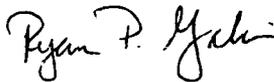
*** Please be advised all database information indicates the subject resides at the current address.**

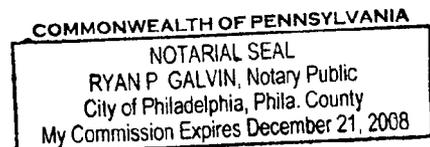
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

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



AFFIANT - Brendan Booth
Foreclosure Review Services, Inc.





Sworn to and subscribed before me this 5th day of April 2005.

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

VERIFICATION

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

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 19, 2005

GA

FILED

AUG 04 2005

WALTER A. STAN
Prothonotary/Clerk of Courts



JUDGE'S CHAMBERS
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

PAUL E. CHERRY
JUDGE

JOHN K. REILLY, JR.
SENIOR JUDGE

August 5, 2005

Daniel G. Schmeig, Esquire
Phelan, Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd.
Suite 1400
Philadelphia, PA 19103-1814

RECEIVED
PROTHONOTARY'S OFFICE
8-5-05
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

Re: JP Morgan Chase Bank, N.A. S/B/M with Bank One, N.A.
vs.
Jerry A. Miles, Jr., et al NO. 2005-807-CD

Dear Attorney Schmeig:

I am writing in response to your Motion for Service Pursuant to Special Order of Court that was filed on August 4, 2005 in the above-referenced case. A review of our records indicates the following additional information relative Jerry A. Miles, Jr.:

1. Address: 1495 Treasure Lake, DuBois, PA 15801
(Election Registration information)
2. Employment: Top of the Line Motors
640 S. Brady Street, DuBois, PA 15801
814-371-4003
(Court Records)
3. Date of Birth: November 19, 1964
(Election Registration information)

I would advise that you re-attempt service, taking this information into consideration. Pending the outcome of that, I will not be signing the Motion for Service that you have filed at this time.

Sincerely,


Fredric J. Ammerman
President Judge

AFFIDAVIT OF SERVICE

PLAINTIFF JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.

CLEARFIELD County
No. 05-807-CD
Our File #: 114939

DEFENDANT(S) LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES

Type of Action
- Notice of Sheriff's Sale

Please serve upon: LLOYD LIGHT A/K/A LLOYD W. LIGHT

Sale Date: 10/6/06

SERVE AT: 333 TREASURE LAKE
DU BOIS, PA 15801

SERVED

Served and made known to Lloyd Light, Defendant, on the 8th day of August, 2006, at 5:56 o'clock P.m., at 333 Treasure Lake, DuBois, Commonwealth of

Pennsylvania, in the manner described below:

- Defendant personally served.
[X] Adult family member with whom Defendant(s) reside(s). Relationship is Jerry Miles.
Adult in charge of Defendant(s)'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)'s office or usual place of business.
an officer of said Defendant(s)'s company.
Other:

FILED
M/12:20 am
AUG 30 2006

William A. Shaw
Prothonotary/Clerk of Courts

Description: Age 50 Height 5'4" Weight 140 Race W Sex M Other

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

Sworn to and subscribed
before me this 9th day
of AUGUST, 2006
Notary:

By: Thomas Holmberg
NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

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

Moved Unknown No Answer Vacant
1st attempt Date: Time: , 2nd attempt Date: Time: , 3rd attempt
Date: Time:
Other:

Sworn to and subscribed
before me this day
of , 200.
Notary:

Attorney for Plaintiff
DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

By:

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

Phelan Hallinan & Schmieg, LLP

Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103-1418

Phone (215) 563-7000

Main Fax (215) 563-5534

Pat Wilkins
Legal Assistant

Representing Lenders in
Pennsylvania and New Jersey

August 29, 2006

Office of the Prothonotary
Clearfield County

No. 05-807-CD
Notice of sale

Dear Sir/Madame:

Enclosed are Affidavits of Service for the above captioned matter for filing with your office. We have forwarded copies of the same to the Sheriff.

If you have any questions regarding this matter, please do not hesitate to contact this office. Thank you for your cooperation.

Sincerely,
Pat Wilkins
Pat Wilkins

AFFIDAVIT OF SERVICE

PLAINTIFF JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.

CLEARFIELD County
No. 05-807-CD
Our File #: 114939

DEFENDANT(S) LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES

Type of Action
- Notice of Sheriff's Sale

Please serve upon: JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT

Sale Date: 10/6/06

SERVE AT: 333 TREASURE LAKE
DU BOIS, PA 15801

SERVED

Served and made known to Judith Light, Defendant, on the 8th day of August, 2006 at 5:50 o'clock P.m., at 333 Treasure Lake, DuBois, Commonwealth of

Pennsylvania, in the manner described below:

- Defendant personally served.
X Adult family member with whom Defendant(s) reside(s). Relationship is Jerry Miles.
Adult in charge of Defendant(s)'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)'s office or usual place of business.
an officer of said Defendant(s)'s company.
Other:

FILED
M/12/2006
AUG 30 2006
Notic.
(S)

William A. Shaw
Prothonotary/Clerk of Courts

Description: Age 50 Height 5'9" Weight 140 Race W Sex M Other

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

Sworn to and subscribed before me this 9th day of AUGUST, 2006
Notary:

By: Thomas Holmberg

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

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

Moved Unknown No Answer Vacant
1st attempt Date: Time: , 2nd attempt Date: Time: , 3rd attempt Date: Time:
Other:

Sworn to and subscribed before me this day of , 200.
Notary:

By:

Attorney for Plaintiff
DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

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

AFFIDAVIT OF SERVICE

PLAINTIFF JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.

CLEARFIELD County No. 05-807-CD Our File #: 114939

DEFENDANT(S) LLOYD LIGHT A/K/A LLOYD W. LIGHT JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT JERRY A. MILES

Type of Action - Notice of Sheriff's Sale

Please serve upon: JERRY A. MILES

SERVE AT: 333 TREASURE LAKE DU BOIS, PA 15801

Sale Date: 10/6/06

SERVED

Served and made known to Jerry A. Miles, Defendant, on the 8th day of August, 2006 at 5:56 o'clock P.m., at 333 Treasure Lake, Dubois

Commonwealth of Pennsylvania, in the manner described below:

- Defendant personally served. Adult family member with whom Defendant(s) reside(s). Relationship is Adult in charge of Defendant(s)'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)'s office or usual place of business. Other:

FILED NOCC. 4/12/2006 AUG 30 2006

William A. Shaw Prothonotary/Clerk of Courts

Description: Age 50 Height 5'9" Weight 140 Race W Sex M Other

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

Sworn to and subscribed before me this 9th day of AUGUST, 2006

By: Thomas Holmberg NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

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

Moved Unknown No Answer Vacant 1st attempt Date: Time: , 2nd attempt Date: Time: , 3rd attempt Date: Time: Other:

Sworn to and subscribed before me this day of , 200.

Notary: Attorney for Plaintiff DANIEL G. SCHMIEG, Esquire - I.D. No. 62205 One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100530
NO: 05-807-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK, N.A.

vs.

DEFENDANT: LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURN

NOW, June 23, 2005 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LLOYD LIGHT a/k/a LLOYD W. LIGHT DEFENDANT AT 333 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JUDITH LIGHT, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
013:4284
JUL 27 2005LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100530
NO: 05-807-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK, N.A.

vs.

DEFENDANT: LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURN

NOW, June 23, 2005 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JUDITH LIGHT a/k/a JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT DEFENDANT AT 333 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JUDITH LIGHT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 3 Services

Sheriff Docket # **100530**

JP MORGAN CHASE BANK, N.A.

Case # 05-807-CD

vs.

LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURNS

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JERRY A. MILES JR., DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100530
NO: 05-807-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JP MORGAN CHASE BANK, N.A.
vs.
DEFENDANT: LLOYD LIGHT a/k/a LLOYD W. LIGHT, JUDITH LIGHT a/k/a
JUDITH FARGO LIGHT a/k/a JUDITH F. LIGHT, JERRY A. MILES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	430085	30.00
SHERIFF HAWKINS	PHELAN	430148	100.00
SHERIFF HAWKINS	u	440691	21.34

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



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

ATTORNEY FOR PLAINTIFF

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-807-CD

CLEARFIELD COUNTY

Plaintiff

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

JUN 07 2005

Attest.

William L. Schmitt
Prothonotary/
Clerk of Courts

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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	\$17,493.39
Interest	941.22
11/19/2004 through 05/26/2005 (Per Diem \$4.98)	
Attorney's Fees	1,250.00
Cumulative Late Charges	125.00
11/15/1999 to 05/26/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

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

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., s/b/m with
Bank One, N.A.

: Court Of Common Pleas

: Civil Division

vs.

: Clearfield County

Lloyd Light a/k/a Lloyd W. Light Judith
Light a/k/a Judith Fargo Light a/k/a Judith F.
Light
Jerry A. Miles

: No. 05-807-CD

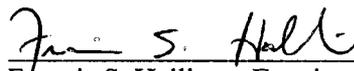
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JUN 12 2006
William A. Shaw
Prothonotary/Clerk of Courts
LMW

AFFIDAVIT OF SERVICE BY
PUBLICATION IN ACCORDANCE WITH COURT ORDER

I hereby certify that service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated April 26, 2006 as indicated below:

By publication as provided by Pa. R.C.P. Rule 430(b)(1) in Courier Express/Tri-County Sunday/Jeffersonian Democrat on May 12, 2006 and Clearfield County Legal Journal on May 19, 2006. Proofs of the said publications are attached hereto.

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


Francis S. Hallinan, Esquire

Date: June 9, 2006

Jason Ricco
Service Dept.

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
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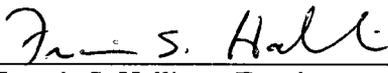
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~~ATTORNEY FILE COPY~~
~~PLEASE RETURN~~
ATTORNEY AFFIDAVIT OF SERVICE BY
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~~PLEASE RETURN~~

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Francis S. Hallinan, Esquire

Date: June 9, 2006

Jason Ricco
Service Dept.

2005 ADA EOE.

tor, P.O. Box 130, Reynolds-
ville, PA 15851 or e-mail
itorrell@cfbank.com E OE

JANITORIAL HELP

Immediate openings for of-
fice cleaners and floor crew.
Full- & part-time positions
available. DuBois area. Ex-
perience preferred, but will
train the right employees.
Competitive wages & bene-
fits. Evening hours, must be
available for some day &
weekend work. Call or send
letter of interest to:

Dworksy's
Environmental Services
500 Pine Hills Rd.
Reynoldsville, PA
(814)653-9354

RESIDENTIAL PROGRAM WORKERS

NEW AD Seeking qualified
professionals to fill
immediate openings in
DuBois, and Brockway, PA.
Duties include assisting
and/or instructing individuals
diagnosed with MR in activi-
ties of daily living, self-care/
personal hygiene, and
safety skills in a group care
facility. Will also assist indi-
viduals to participate in com-
munity activities.

Excellent starting wage and
benefit package for full-time.
Minimum one year experi-
ence required working with
individuals with MH/MR di-
agnosis, children and/or eld-
erly individuals for full-time.
Trainee positions also avail-
able for those not meeting
the minimum requirements
of experience. Must be will-
ing to work non-traditional
hours including weekends
and holidays. Paid training
offered.

Complete an application in
person at our office or send
resume and letter of interest
to:

Lakeshore Community
Services, Inc., Attn: JLB
208 North Mill St.,
Ridgway, PA 15853.
Resumes accepted until
May 31st, 2006.

Where's
the best
place to find
a whole host
of bargains
on a wide
array of
items?
**THE
CLASSIFIEDS**

**JANITORIAL
HELP**

Immediate openings for of-
fice, cleaners and floor crew.
Full- & part-time positions
available. DuBois area. Ex-
perience preferred, but will
train the right employees.
Competitive wages & bene-
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available for some day &
weekend work. Call or send
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500 Pine Hills Rd.
Reynoldsville, PA
(614)653-9354

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items?
THE
CLASSIFIEDS**

for, P.O. Box 130, Reynolds-
ville, PA 15851 or e-mail
torrell@cfbank.com EOE

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COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 05-807-CD

NOTICE

TO JERRY A. MILES:

You are hereby notified that on June 7, 2005, Plaintiff, JP Morgan Chase Bank, N.A., s/b/m With Chase Bank One, N.A., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend against you in the Court of Common Pleas of Clearfield County, Pennsylvania, docketed to No. 05-807-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 333 Treasure Lake, DuBois, PA 15801 whereupon your property would be sold by the Sheriff of Clearfield County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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

5/12/06

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA**

Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

12th day of May A.D., 2006

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By _____

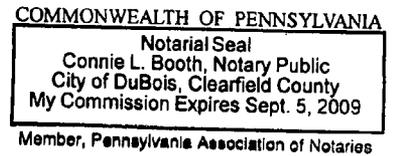
Sworn and subscribed to before me this 12th day of May, 2006

Connie L Booth

NOTARY PUBLIC



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA



TO Full Spectrum Legal Services

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$194.40</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$201.90</u>

Publisher's Receipt for Advertising Costs

The Courier-Express, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801
Established 1879, Phone 814-371-4200
McLEAN PUBLISHING COMPANY
Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR

**NOTICE OF ACTION IN MORTGAGE
FORECLOSURE**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYL-
VANIA CIVIL ACTION - LAW

J P Morgan Chase Bank, NA., s/b/m
With Chase Bank One, N.A. Vs. Lloyd Light
a/k/a Lloyd W. Light, Judith Light a/k/a Judith
Fargo Light a/k/a Judith F. Light, Jerry A.
Miles

COURT OF COMMON PLEAS
CIVIL DIVISION, CLEARFIELD COUNTY
NO. 05-807-CD
NOTICE

TO JERRY A. MILES:

You are hereby notified that on June 7,
2005 Plaintiff, J P Morgan Chase Bank,
N.A., s/b/m With Chase Bank One, NA.. filed
a Mortgage Foreclosure Complaint
endorsed with a Notice to Defend, against
you in the Court of Common Pleas of
Clearfield County Pennsylvania, docketed to
No. 05-807-CD. Wherein Plaintiff seeks to
foreclose on the mortgage secured on your
property located at 333 Treasure Lake.
DuBois, PA 15801 whereupon your property
would be sold by the Sheriff of Clearfield
County.

You are hereby notified to plead to the
above referenced Complaint on or before 20
days from the date of this publication or a
Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a
written appearance personally or by attorney
and file your defenses or objections in
writing with the court. You are warned that if
you fail to do so the case may proceed
without you and a judgment may be entered
against you without further notice for the
relief requested by the plaintiff. You may
lose money or property or other rights
important to you.

YOU SHOULD TAKE THIS NOTICE 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
PROBVIDE YOU WITH INFORMATION
ABOUT AGENCIES THAT MAY OFFER

LEGAL SERVICES TO ELIGIBLE PER-
SONS 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 ASSO-
CIATION, 100 SOUTH STREET, P.O. BOX
86, HARRISBURG, PA 17108. 800-692-
7375.

Full Spectrum Legal Services, Inc., 400
Fellowship Road, Suite 220, Mt. Laurel, NJ
08054. (865) 813-1460.

IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFFS. 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator, Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830. (814) 765-2641.

David J. Hopkins, Esquire, Attorney for Plaintiffs, 100 Meadow Lane, Suite 5, DuBois, PA 15801. (814) 375-0300.

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

ROBERT M. HOOVER, Plaintiff, v.
DOMINICK ZUCCKI, a/k/a DOMINIC
ZUKEY, an individual, his heirs, executors,
administrators, assigns, and successors in
interest, Defendant.

No. 06 - 686 - CD

TO: DOMINICK ZUCCKI, a/k/a
DOMINIC ZUKEY, an individual, his heirs,
executors, administrators, assigns, and
successors in interest.

NOTICE - If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

IF YOU DO NOT HAVE A LAYWER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN

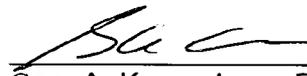
shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency of such resale shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

TO all parties in interest and claimants:
A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of the sale and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10)

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 19th day of May AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 19, 2006, Vol. 18 No. 20. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires

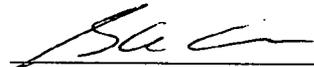
NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Full Spectrum Legal Services Inc.
400 Fellowship Road Suite 220
Mt. Laurel NJ 08054

PROOF OF PUBLICATION

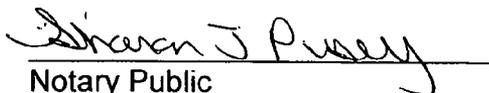
STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

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Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Full Spectrum Legal Services Inc.
400 Fellowship Road Suite 220
Mt. Laurel NJ 08054

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FORECLOSURE**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYL-
VANIA CIVIL ACTION - LAW

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With Chase Bank One, N.A. Vs. Lloyd Light
a/k/a Lloyd W. Light, Judith Light a/k/a Judith
Fargo Light a/k/a Judith F. Light, Jerry A.
Miles

COURT OF COMMON PLEAS
CIVIL DIVISION, CLEARFIELD COUNTY
NO. 05-807-CD

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**YOU SHOULD TAKE THIS NOTICE 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
PROBVIDE YOU WITH INFORMATION
ABOUT AGENCIES THAT MAY OFFER**

**LEGAL SERVICES TO ELIGIBLE PER-
SONS 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 ASSO-
CIATION, 100 SOUTH STREET, P.O. BOX
86, HARRISBURG, PA 17108. 800-692-
7375.**

**Full Spectrum Legal Services, Inc., 400
Fellowship Road, Suite 220, Mt. Laurel, NJ
08054. (865) 813-1460.**

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA**

Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

12th day of May A.D., 2006

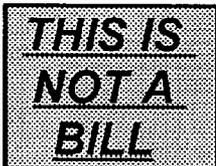
Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

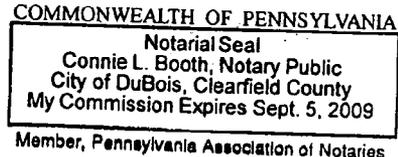
By _____

Sworn and subscribed to before me this 12th day of May, 2006

Connie L Booth
NOTARY PUBLIC



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA



TO Full Spectrum Legal Services

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$194.40</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$201.90</u>

Publisher's Receipt for Advertising Costs

The Courier-Express, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801
Established 1879, Phone 814-371-4200
McLEAN PUBLISHING COMPANY
Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 05-807-CD

NOTICE

TO JERRY A. MILES: You are hereby notified that on June 7, 2005, Plaintiff, JP Morgan Chase Bank, N.A., f/b/m With Chase Bank One, N.A., filed a Mortgage Foreclosure Complaint, endorsed with a Notice to Defend, against you in the Court of Common Pleas of Clearfield County, Pennsylvania, docketed to No. 05-807-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 333 Treasure Lake, DuBois, PA 15801; whereupon, your property would be sold by the Sheriff of Clearfield County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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

MARKET STREET, CLEARFIELD, PA 16830

PHONE: (814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL SERVICE

PENNSYLVANIA BAR ASSOCIATION

100 SOUTH STREET

P.O. BOX 186

HARRISBURG, PA 17108

PHONE: 800-692-7375

5/12/06

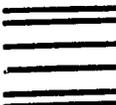
Qmr

BUSINESS REPLY MAIL

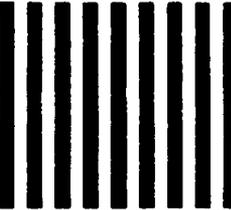
FIRST-CLASS MAIL PERMIT NO. 36410 PHILADELPHIA PA

POSTAGE WILL BE PAID BY ADDRESSEE

PHILAN HALLINAN & SCHMIEG LLP
ONE PENN CENTER AT SUBURBAN STATION
1617 JFK BLVD STE 1400
PHILADELPHIA, PA 19103-9897



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA**

Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

12th day of May A.D., 2006

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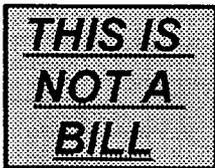
**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By *[Signature]*

Sworn and subscribed to before me this 12th day of May, 2006

Connie L Booth
NOTARY PUBLIC

ATTORNEY FILE COPY
PLEASE RETURN



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie L. Booth, Notary Public
City of DuBois, Clearfield County
My Commission Expires Sept. 5, 2009
Member, Pennsylvania Association of Notaries

TO Full Spectrum Legal Services

ATTORNEY FILE COPY
PLEASE RETURN

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$194.40</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$201.90</u>

Publisher's Receipt for Advertising Costs

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Established 1879, Phone 814-371-4200
McLEAN PUBLISHING COMPANY
Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 05-807-CD

NOTICE

TO JERRY A. MILES:

You are hereby notified that on June 7, 2005, Plaintiff, JP Morgan Chase Bank, N.A., s/b/m With Chase Bank One, N.A., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend against you in the Court of Common Pleas of Clearfield County, Pennsylvania, docketed to No. 05-807-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 333 Treasure Lake, DuBois, PA 15801; whereupon your property would be sold by the Sheriff of Clearfield County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL SERVICE

PENNSYLVANIA BAR ASSOCIATION

100 SOUTH STREET

P.O. BOX 186

HARRISBURG, PA 17108

800-692-7375

5/12/06

ATTORNEY FILE COPY
PLEASE RETURN

ATTORNEY FILE COPY
PLEASE RETURN

PROOF OF PUBLICATION

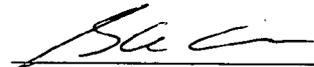
STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

RECEIVED
MAY 19 2006
CLEARFIELD COUNTY

On this 19th day of May AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 19, 2006, Vol. 18 No. 20. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

RECEIVED
MAY 19 2006
CLEARFIELD COUNTY

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Full Spectrum Legal Services Inc.
400 Fellowship Road Suite 220
Mt. Laurel NJ 08054

**NOTICE OF ACTION IN MORTGAGE
FORECLOSURE**

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYL-
VANIA CIVIL ACTION - LAW

J P Morgan Chase Bank, NA., s/b/m
With Chase Bank One, N.A. Vs. Lloyd Light
a/k/a Lloyd W. Light, Judith Light a/k/a Judith
Fargo Light a/k/a Judith F. Light, Jerry A.
Miles

COURT OF COMMON PLEAS
CIVIL DIVISION, CLEARFIELD COUNTY
NO. 05-807-CD

NOTICE

TO JERRY A. MILES:

You are hereby notified that on June 7,
2005 Plaintiff, J P Morgan Chase Bank,
N.A., s/b/m With Chase Bank One, NA., filed
a Mortgage Foreclosure Complaint
endorsed with a Notice to Defend, against
you in the Court of Common Pleas of
Clearfield County Pennsylvania, docketed to
No. 05-807-CD. Wherein Plaintiff seeks to
foreclose on the mortgage secured on your
property located at 333 Treasure Lake,
DuBois, PA 15801 whereupon your property
would be sold by the Sheriff of Clearfield
County.

You are hereby notified to plead to the
above referenced Complaint on or before 20
days from the date of this publication or a
Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a
written appearance personally or by attorney
and file your defenses or objections in
writing with the court. You are warned that if
you fail to do so the case may proceed
without you and a judgment may be entered
against you without further notice for the
relief requested by the plaintiff. You may
lose money or property or other rights
important to you.

**YOU SHOULD TAKE THIS NOTICE TO
YOUR LAWYER AT ONCE. IF YOU DO
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BELOW. THIS OFFICE CAN PROVIDE
YOU WITH INFORMATION ABOUT
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PROVIDE YOU WITH INFORMATION
ABOUT AGENCIES THAT MAY OFFER**

**LEGAL SERVICES TO ELIGIBLE PER-
SONS 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 ASSO-
CIATION, 100 SOUTH STREET, P.O. BOX
86, HARRISBURG, PA 17108. 800-692-
7375.**

**Full Spectrum Legal Services, Inc., 400
Fellowship Road, Suite 220, Mt. Laurel, NJ
08054. (856) 813-1460.**

**ATTORNEY FILE COPY
PLEASE RETURN**

**ATTORNEY FILE COPY
PLEASE RETURN**

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

JP MORGAN CHASE BANK, N.A.,
s/b/a with BANK ONE, N.A.,
Plaintiff

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NO. 05-807-CD

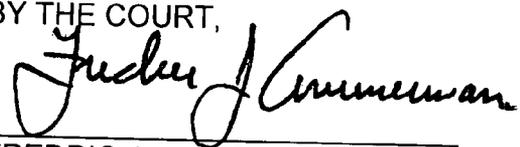
vs.

LLOYD LIGHT, a/k/a LLOYD W. LIGHT,
JUDITH LIGHT, a/k/a JUDITH FARGO LIGHT,
a/k/a JUDITH F. LIGHT,
JERRY A. MILES, JR.
Defendants

ORDER

NOW, this 6th day of March, 2006, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale upon the Defendant **Jerry A. Miles, Jr.** by publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant **Jerry A. Miles, Jr.**'s last known address, 1495 Treasure Lake, DuBois, PA 15801 and his place of employment Top of the Line Motors, 640 S. Brady St., DuBois, PA 15801; and by posting the mortgaged premises known in this herein action as 1495 Treasure Lake, DuBois, PA 15801. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and regular mail to Defendant's last known home address.

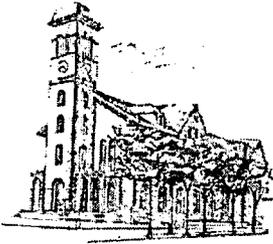
BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 300
d/s: 58 04
MAR 08 2006
Atty Schmieg
@ck

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/8/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

CA

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

JP MORGAN CHASE BANK, N.A.,
s/b/a with BANK ONE, N.A.,
Plaintiff

vs.

LLOYD LIGHT, a/k/a LLOYD W. LIGHT,
JUDITH LIGHT, a/k/a JUDITH FARGO LIGHT,
a/k/a JUDITH F. LIGHT, and
JERRY A. MILES, JR.
Defendants

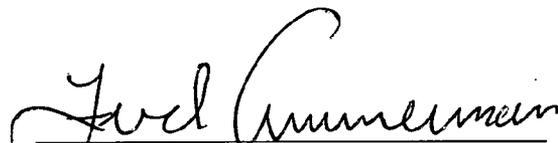
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NO. 05-807-CD

AMENDED ORDER

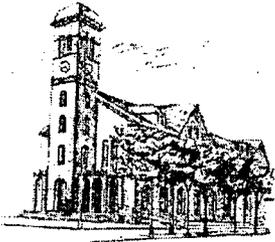
NOW, this 15th day of March, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant Jerry A. Miles, Jr.** by publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at **Defendant Jerry A. Miles, Jr.'s** last known address, 1495 Treasure Lake, DuBois, PA 15801 and his place of employment Top of the Line Motors, 640 S. Brady Street, DuBois, PA 15801; and by posting the mortgaged premises known in this herein action as 1495 Treasure Lake, DuBois, PA 15801. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and regular mail to **Defendant Jerry A. Miles, Jr.'s** last known address.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 300
01:15:51
MAR 17 2006
Atty Schmieg
WR

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

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Sincerely,

William A. Shaw
Prothonotary

DATE: 3/17/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

PHELAN HALLINAN & SCHMIEG, LLP
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

JP MORGAN CHASE BANK, N.A., S/B/M WITH : COURT OF COMMON PLEAS
BANK ONE, N.A. :

Plaintiff : CIVIL DIVISION

vs. : CLEARFIELD COUNTY

LLOYD LIGHT A/K/A LLOYD W. LIGHT :
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT : No. 05-807-CD
A/K/A JUDITH F. LIGHT :
JERRY A. MILES :
Defendants :

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP

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

Date: May 10, 2006

/jmr, Svc Dept.
File# 114939

FILED Atty pd. 7.00
O 3:45 PM GK
MAY 11 2006 2 Compl Reinstated to Shiff
William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with
Bank One, N.A.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

Lloyd Light, a/k/a Lloyd W. Light
Judith Light a/k/a Judith Fargo Light a/k/a
Judith F. Light
Jerry Miles

: CLEARFIELD COUNTY

: NO. 05-807-CD

Defendant(s)

FILED ^{NO CC}
M/10:1030
MAY 22 2006
William A. Shaw
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE OF COMPLAINT
BY MAIL PURSUANT TO COURT ORDER**

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to **Jerry Miles at his last known address, 1495 Treasure Lake, DuBois, PA 15801 and his Place of Employment, Top of the Line Motors, 640 S. Brady Street, DuBois, PA 15801** on 5/19/06, in accordance with the Amended Order of Court dated April 26, 2006.

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

Date: 5/19/06

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101529
NO: 05-807-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE

FORECLOSURE&2ND AMEND. ORDER

PLAINTIFF: JP MORGAN CHASE BANK, N.A.
vs.
DEFENDANT: LLOYD LIGHT aka LLOYD W. LIGHT al

SHERIFF RETURN

NOW, May 19, 2006 AT 12:00 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE&2ND AMEND. ORDER AT 333 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: COUDRIET /

FILED
013:03/BN
MAY 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101529
NO: 05-807-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE&2ND

AMEND. ORDER

PLAINTIFF: JP MORGAN CHASE BANK, N.A.
vs.
DEFENDANT: LLOYD LIGHT aka LLOYD W. LIGHT al

SHERIFF RETURN

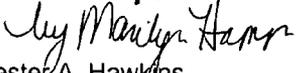
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	496791	10.00
SHERIFF HAWKINS	PHELAN	496791	25.91

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



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

COPY

ATTORNEY FOR PLAINTIFF

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 05-807-CD

CLEARFIELD COUNTY

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-325-2641 x 5982

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

File # 114939

Annex
Deputy Prothonotary
Clerk of Courts

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

FILED
JUN 07 2005
Shaw
Prothonotary Clerk of Courts

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

5-11-06 Document
Reinstated/Returned to Sheriff/Attorney
for service. *Willie L. Shaw*
Deputy Prothonotary

Mar. 3, 2006 Document
Reinstated/Returned to Sheriff/Attorney
for service. *Willie L. Shaw*
Deputy Prothonotary

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

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

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

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

1. Plaintiff is

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

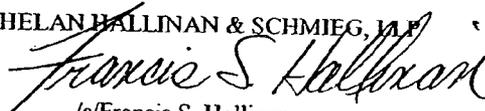
3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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	\$17,493.39
Interest 11/19/2004 through 05/26/2005 (Per Diem \$4.98)	941.22
Attorney's Fees	1,250.00
Cumulative Late Charges 11/15/1999 to 05/26/2005	125.00
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

PHELAN HALLINAN & SCHMIEG
 By: DANIEL G. SCHMIEG
 Identification No. 62205
 One Penn Center at Suburban Station - Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Attorney for Plaintiff

FILED *Atty pd. 20.00*
M/12:53 PM
JUN 30 2006 *KCC Notice to Defs.*

William A. Shaw
 Prothonotary/Clerk of Courts *Statement to Atty*
6/30

JP MORGAN CHASE BANK, N.A.
 S/B/M WITH BANK ONE, N.A.
 111 E. WISCONSIN AVE.
 P.O. BOX 2071, WI 53201
 MILWAUKEE, WI 53202
Plaintiff,

**CLEARFIELD COUNTY
 COURT OF COMMON PLEAS
 CIVIL DIVISION
 NO. 05-807-CD**

v.

LLOYD LIGHT
 A/K/A LLOYD W. LIGHT
 JUDITH LIGHT
 A/K/A JUDITH FARGO LIGHT
 A/K/A JUDITH F. LIGHT
 JERRY A. MILES
 333 TREASURE LAKE
 DU BOIS, PA 15801

Defendant(s).

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **LLOYD LIGHT A/K/A LLOYD W. LIGHT, JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT and JERRY A. MILES**, 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 the Complaint	\$ 20,359.61
Interest - 5/27/05-6/28/06	\$1,982.04
TOTAL	<u>\$ 22,341.65</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) 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: 6/30/06


 PRO PROTHY

PHELAN HALLINAN AND SCHMIEG

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

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

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

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light
333 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

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

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG

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

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

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

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N.A.

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Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

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333 Treasure Lake
DuBois, PA 15801

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

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Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

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TO: Jerry A. Miles
1495 Treasure Lake
DuBois, PA 15801

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HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG

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

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

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
Top of the Line Motors, 640 S. Brady Street
DuBois, PA 15801

FILE COPY

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHÉLAN HALLINAN AND SCHMIEG

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

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

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

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
333 Treasure Lake
DuBois, PA 15801

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG
Identification No. 62205 ATTORNEY FOR PLAINTIFF
Suite 1400
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

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.

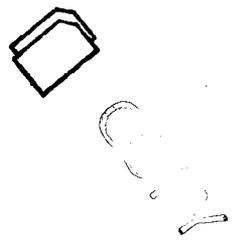
(b) that defendant **LLOYD LIGHT A/K/A LLOYD W. LIGHT** is over 18 years of age and resides at **333 TREASURE LAKE , DU BOIS, PA 15801**.

(c) that defendant **JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT** is over 18 years of age, and resides at **333 TREASURE LAKE , DU BOIS, PA 15801**.

(d) that defendant **JERRY A. MILES** is over 18 years of age, and resides at **333 TREASURE LAKE, DU BOIS, PA 15801**

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
CLEARFIELD PENNSYLVANIA

JP MORGAN CHASE BANK, N.A. :
S/B/M WITH BANK ONE, N.A. :
111 E. WISCONSON AVE. :
P.O. BOX 2071, WI 53201 :
MILWAUKEE, WI 53202 :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

Plaintiff,

v.

LLOYD LIGHT :
A/K/A LLOYD W. LIGHT :
JUDITH LIGHT :
A/K/A JUDITH FARGO LIGHT :
A/K/A JUDITH F. LIGHT :
JERRY A. MILES :
333 TREASURE LAKE :
DU BOIS, PA 15801 :

Defendant(s).

Notice is given that a Judgment in the above captioned matter has been entered against you
on June 30, 2006.

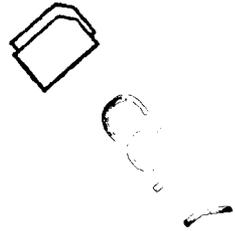
BY William [Signature] DEPUTY
31

If you have any questions concerning this matter, please contact:

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

This firm is a debt collector attempting to collect a debt. Any information we obtain 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 enforcement of a lien against property.

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



JP Morgan Chase Bank, N.A.
Bank One, N.A.
Plaintiff(s)

No.: 2005-00807-CD

Real Debt: \$22,341.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lloyd Light
Judith Light
Jerry A. Miles
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: June 30, 2006

Expires: June 30, 2011

Certified from the record this 30th day of June, 2006.

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
 By: DANIEL G. SCHMIEG
 Identification No. 62205
 One Penn Center at Suburban Station - Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814 Attorney for Plaintiff
 (215) 563-7000

JP MORGAN CHASE BANK, N.A.
 S/B/M WITH BANK ONE, N.A.
 111 E. WISCONSIN AVE.
 P.O. BOX 2071, WI 53201
 MILWAUKEE, WI 53202
 Plaintiff,
 v.

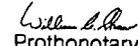
LLOYD LIGHT
 A/K/A LLOYD W. LIGHT
 JUDITH LIGHT
 A/K/A JUDITH FARGO LIGHT
 A/K/A JUDITH F. LIGHT
 JERRY A. MILES
 333 TREASURE LAKE
 DU BOIS, PA 15801
 Defendant(s).

CLEARFIELD COUNTY
 COURT OF COMMON PLEAS
 CIVIL DIVISION
 NO. 05-807-CD

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

JUN 30 2006

Attest.


 Prothonotary/
 Clerk of Courts

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against LLOYD LIGHT A/K/A LLOYD W. LIGHT, JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT and JERRY A. MILES, 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:

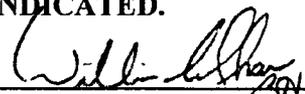
As set forth in the Complaint	\$ 20,359.61
Interest - 5/27/05-6/28/06	\$1,982.04
TOTAL	<u>\$22,341.65</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) 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: 6/30/06


 PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light
333 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

IMPORTANT NOTICE

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

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

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

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Lloyd Light a/k/a Lloyd W. Light
333 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
1495 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG

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

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

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

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
Top of the Line Motors, 640 S. Brady Street
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
333 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
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HARRISBURG, PA 17108
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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

JP MORGAN CHASE BANK, N.A.

S/B/M WITH BANK ONE, N.A.

111 E. WISCONSON AVE.

P.O. BOX 2071, WI 53201

MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT

A/K/A LLOYD W. LIGHT

JUDITH LIGHT

A/K/A JUDITH FARGO LIGHT

A/K/A JUDITH F. LIGHT

JERRY A. MILES

333 TREASURE LAKE

DU BOIS, PA 15801

Defendant(s).

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 **LLOYD LIGHT A/K/A LLOYD W. LIGHT** is over 18 years of age and resides at **333 TREASURE LAKE , DU BOIS, PA 15801**.

(c) that defendant **JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT** is over 18 years of age, and resides at **333 TREASURE LAKE , DU BOIS, PA 15801**.

(d) that defendant **JERRY A. MILES** is over 18 years of age, and resides at **333 TREASURE LAKE, DU BOIS, PA 15801**

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

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

JP.MORGAN.CHASE.BANK,.N.A.
S/B/M.WITH.BANK.ONE,.N.A.

vs.

LLOYD.LIGHT
A/K/A.LLOYD.W..LIGHT

JUDITH.LIGHT
A/K/A.JUDITH.FARGO.LIGHT
A/K/A.JUDITH.F..LIGHT

JERRY.A.MILES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-807-CD Term 2005...

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due \$22,341.65.

Interest from JUNE 28, 2006 to Sale \$ _____
Per diem \$3.67

Add'l Costs

\$
Prothonotary costs 160.00

Daniel S. Schmiegel
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

FILED Any pd-20.00
m/12/59/51 1cc 6 writs
JUN 30 2006 w/prop descr.
to Shiff
William A. Shaw
Prothonotary/Clerk of Courts GH

No. 05-807:CD..... Term 20 05.A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.

FILED

JUN 30 2006

vs.

William A. Shaw
Prothonotary/Clerk of Courts

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Daniel B. Schmitz
.....
Attorney for Plaintiff(s)

Address: LLOYD LIGHT
A/K/A LLOYD W. LIGHT
333 TREASURE LAKE
DU BOIS, PA 15801

JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
333 TREASURE LAKE
DU BOIS, PA 15801

JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

LEGAL DESCRIPTION

ALL THAT certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deed Office in Mis. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Jerry A. Miles, Jr. by Deed from Lloyd W. Light and Judith F. Light, husband and wife, dated 7-27-01 and recorded 8-31-01 in Deed Book 1908, page 213.

Lloyd W. Light and Judith F. Light, husband and wife, by Deed from Jeffrey W. Rice and Brenda L. Rice, husband and wife, dated 1-6-98. Instrument Number 200113860. Lloyd W.

Premises being: 333 TREASURE LAKE
DU BOIS, PA 15801

Tax Parcel No. C02-008-00210-00-21

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

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

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **333 TREASURE LAKE, DU BOIS, PA 15801.**

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

LLOYD LIGHT A/K/A LLOYD W. LIGHT	333 TREASURE LAKE DU BOIS, PA 15801
-------------------------------------	--

JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT	333 TREASURE LAKE DU BOIS, PA 15801
---	--

JERRY A. MILES	333 TREASURE LAKE DU BOIS, PA 15801
----------------	--

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

Same as Above

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

JUNE 28, 2006
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202**

Plaintiff,

v.

**LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801**

Defendant(s).

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 05-807-CD

AFFIDAVIT PURSUANT TO RULE 3129

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **333 TREASURE LAKE, DU BOIS, PA 15801.**

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
DONALD R. FEZELL	PO BOX 545 DU BOIS, PA 15801
HAROLD N. LEACH	RD #1, BOX 119 DU BOIS, PA 15801
THOMAS C. PETRAITES	65 BLUEJAY DRIVE DU BOIS, PA 15801
ROBERT J. KNOELL & JOAN KNOELL	1329 OVERLOOK DRIVE CLEARFIELD, PA 16830
CAROLYN J. PONTZER JOHN JOSPEH PONTZER & LLOYD L. PONTZER	312 RIDGEWOOD ROAD SHIPPENVILLE, PA 16254
RHONDA L. JONES	115 CARL STREET PITTSBURGH, PA 15223-1107
CHARLES E. RITZIE & MARY F. RITZIE	428 NARROWS CREEK PARK ROAD CLEARFIELD, PA 16830

**LYNN A. MYERS &
KATHIE J. MYERS**

**342 KILMER ROAD
DU BOIS, PA 15801**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**NATIONAL CITY
MORTGAGE COMPANY**

**3232 NEWMARK DRIVE
MIAMISBURG, OH 45342**

THOMAS R. MCCONNELL

**165 STONEHEDGE ROAD
HOLLIDAYBURG, PA 16648**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT

**333 TREASURE LAKE
DU BOIS, PA 15801**

**DOMESTIC RELATIONS
CLEARFIELD COUNTY**

**CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830**

**COMMONWEALTH OF
PENNSYLVANIA**

**DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105**

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

JUNE 28, 2006

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

JP.MORGAN.CHASE.BANK, N.A.
S/B/M.WITH.BANK.ONE, N.A.

vs.

LLOYD.LIGHT
A/K/A.LLOYD.W..LIGHT

JUDITH.LIGHT
A/K/A.JUDITH.FARGO.LIGHT
A/K/A.JUDITH.F..LIGHT

JERRY.A.MILES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 05-807-CD Term 20 05

No. Term 20

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 property
(specifically described property below):

PREMISES: 333 TREASURE LAKE, DU BOIS, PA 15801
(See Legal Description attached)

Amount Due \$22,341.65

Interest from JUNE 28, 2006 to Sale \$-----
per diem \$3.67

Total \$-----
160.00

Add'l Costs

Prothonotary costs



(Clerk) Office of the Prothy Support, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 6/30/06
(SEAL)

LEGAL DESCRIPTION

ALL THAT certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deed Office in Mis. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Jerry A. Miles, Jr. by Deed from Lloyd W. Light and Judith F. Light, husband and wife, dated 7-27-01 and recorded 8-31-01 in Deed Book 1908, page 213.

Llyod W. Light and Judith F. Light, husband and wife, by Deed from Jeffrey W. Rice and Brenda L. Rice, husband and wife, dated 1-6-98. Instrument Number 200113860. Lloyd W.

Premises being: 333 TREASURE LAKE
DU BOIS, PA 15801

Tax Parcel No. C02-008-00210-00-21

SALE DATE: OCTOBER 6, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

JP MORGAN CHASE BANK, N.A., S/B/M
TO BANK ONE, N.A.

No.: 05-807-CD

vs.

LLOYD LIGHT & JUDITH LIGHT
JERRY A. MILES JR.

FILED ^{no cc}
M 110 30 61
SEP 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

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

333 TREASURE LAKE, DUBOIS, PA 15801-9007.

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 Amended 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.


DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

September 1, 2006

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

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

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at 333 TREASURE LAKE, DU BOIS, PA 15801.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
LLOYD LIGHT A/K/A LLOYD W. LIGHT	333 TREASURE LAKE DU BOIS, PA 15801
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT	333 TREASURE LAKE DU BOIS, PA 15801
JERRY A. MILES	333 TREASURE LAKE DU BOIS, PA 15801

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
Same as Above	

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

August 29, 2006
Date

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

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **333 TREASURE LAKE, DU BOIS, PA 15801**.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
DONALD R. FEZELL	PO BOX 545 DU BOIS, PA 15801
HAROLD N. LEACH	RD #1, BOX 119 DU BOIS, PA 15801
THOMAS C. PETRAITES	65 BLUEJAY DRIVE DU BOIS, PA 15801
ROBERT J. KNOELL & JOAN KNOELL	1329 OVERLOOK DRIVE CLEARFIELD, PA 16830
CAROLYN J. PONTZER JOHN JOSPEH PONTZER & LLOYD L. PONTZER	312 RIDGEWOOD ROAD SHIPPENVILLE, PA 16254
RHONDA L. JONES	115 CARL STREET PITTSBURGH, PA 15223-1107
CHARLES E. RITZIE & MARY F. RITZIE	428 NARROWS CREEK PARK ROAD CLEARFIELD, PA 16830
LYNN A. MYERS & KATHIE J. MYERS	342 KILMER ROAD DU BOIS, PA 15801

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

NATIONAL CITY MORTGAGE COMPANY 3232 NEWMARK DRIVE MIAMISBURG, OH 45342

THOMAS R. MCCONNELL 165 STONEHEDGE ROAD HOLLIDAYBURG, PA 16648

INTERNAL REVENUE SERVICE 600 ARCH STREET PHILADELPHIA, PA 19106

USA, INTERNAL REVENUE SPECIAL PROCEDURES BRANCH, FEDERATED INVESTORS TOWER THIRTEENTH FLOOR, SUITE 1300 1001 LIBERTY AVENUE PITTSBURGH, PA 15222

U.S. DEPARTMENT OF JUSTICE, U.S. ATTORNEY EASTERN DISTRICT OF PA 615 CHESTNUT STREET, SUITE 1250 PHILADELPHIA, PA 19106-4476 ATTN: LISA MURRAY

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT 333 TREASURE LAKE DU BOIS, PA 15801

DOMESTIC RELATIONS CLEARFIELD COUNTY COURTHOUSE CLEARFIELD COUNTY 230 EAST MARKET STREET CLEARFIELD, PA 16830

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105

TREASURE LAKE PROPERTY OWNERS ASSOCIATION INC DUBOIS, PA 15801

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

August 29, 2006

Date

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

DATE: AUGUST 2, 2006

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.

v.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNER(S): LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES

PROPERTY: 333 TREASURE LAKE
DU BOIS, PA 15801

Improvements: Residential Property

CLEARFIELD COUNTY

NO.: 05-807-CD

Judgment Amount: \$22,341.65

The above-captioned property is scheduled to be sold at the **CLEARFIELD** Sheriff's Sale on **OCTOBER 6, 2006** at **10:00 AM** in CLEARFIELD County Courthouse, 1 North 2nd Street, Ste. 116, Clearfield, PA 16830.

Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to **CONTACT YOUR OWN ATTORNEY**, as we are not permitted to give you legal advice.

The Sheriff will file a schedule of Distribution on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

CQS

Name and Address of Sender

CQS
 PHELAN HALLINAN & SCHEMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

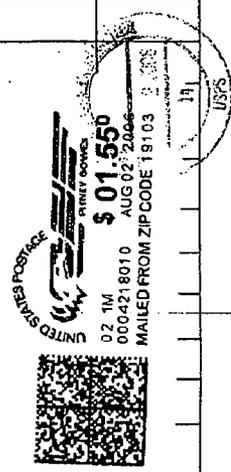
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT, 333 TREASURE LAKE, DU BOIS, PA 15801		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY, CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET, CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105		
4		DONALD R. FEZELL, PO BOX 545, DU BOIS, PA 15801		
5		HAROLD N. LEACH, RD #1, BOX 119, DU BOIS, PA 15801		
6		THOMAS C. PETRAITES, 65 BLUEJAY DRIVE, DU BOIS, PA 15801		
7		ROBERT J. KNOELL & JOAN KNOELL, 1329 OVERLOOK DRIVE, CLEARFIELD, PA 16830		
8		CAROLYN J. PONTZER, JOHN JOSPEH PONTZER & LLOYD L. PONTZER 312 RIDGEWOOD ROAD, SHIPPENVILLE, PA 16254		
9		RHONDA L. JONES, 115 CARL STREET, PITTSBURGH, PA 15223-1107		
10		CHARLES E. RITZIE & MARY F. RITZIE, 428 NARROWS CREEK PARK ROAD CLEARFIELD, PA 16830		
11		LYNN A. MYERS & KATHIE J. MYERS, 342 KILMER ROAD, DU BOIS, PA 15801		
		Re: LLOYD LIGHT A/K/A LLOYD W. LIGHT(PHS#114939) SUPPORT TEAM		
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 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise 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.



Name and Address of Sender →

CQS
PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		NATIONAL CITY MORTGAGE COMPANY, 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342		
2		THOMAS R. MCCONNELL, 165 STONEHEDGE ROAD, HOLLIDAYBURG, PA 16648		
3		INTERNAL REVENUE SERVICE, 600 ARCH STREET, PHILADELPHIA, PA 19106		
4		USA, INTERNAT REVENUE SERVICE, SPECIAL PROCEDURES BRANCH, FEDERATED INVESTORS TOWER, THIRTEENTH FLOOR, SUITE 1300, 1001 LIBERTY AVENUE, PITTSBURGH, PA 15222		
5		U.S. DEPARTMENT OF JUSTICE, U.S. ATTORNEY EASTERN DISTRICT OF PA, 615 CHESTNUT STREET, SUITE 1250, PHILADELPHIA, PA 19106-4476, ATTN: LISA MURRAY		
6				
7				
8				
9				
10				
11				
12				
13				
14		Re: LLOYD LIGHT A/K/A LLOYD W. LIGHT(PHS#114939) SUPPORT TEAM		
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 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900,S913 and S921 for limitations of coverage.





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20392
NO: 05-807-CD

PLAINTIFF: JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.
vs.

DEFENDANT: LLOYD LIGHT A/K/A LLOYD W. LIGHT AND JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT AND JERRY A. MILES

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/30/2006

LEVY TAKEN 08/01/2006 @ 2:15 PM

POSTED 08/01/2006 @ 2:15 PM

SALE HELD 10/06/2006

SOLD TO HOMESALES, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 03/15/2007

DATE DEED FILED 03/15/2007

PROPERTY ADDRESS TREASURE LAKE LOT 210, SECT 8 A/K/A 13424 TREASURE LAKE ROAD DUBOIS , PA 15801

SERVICES

08/01/2006 @ 2:45 AM SERVED LLOYD LIGHT A/K/A LLOYD W. LIGHT

SERVED LLOYD LIGHT A/K/A LLOYD W. LIGHT, DEFENDANT, AT HIS RESIDENCE 128 TWO TURTLES ROAD, SEC. 1, LOT 118, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOROTHY FARGO, MOTHER-IN-LAW OF THE DEFENDANT

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

08/01/2006 @ 2:45 PM SERVED JUDITH LIGHT A/K/A JUDITH FARGO LIGHT ET AL

SERVED JUDITH LIGHT A/K/A JUDITH FARGO LIGHT ET AL, DEFENDANT, AT HER RESIDENCE 128 TWO TURTLES ROAD, SECT 1, LOT 118, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVAINA BY HANDING TO DOROTHY FARGO, MOTHER OF THE DEFENDANT

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

08/04/2006 @ 10:50 AM SERVED JERRY A. MILES

SERVED JERRY A. MILES, DEFENDANT, AT HIS RESIDENCE 333 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SEBRINA MILES, WIFE OF THE DEFENDANT

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

FILED
019:57
MAR 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20392
NO: 05-807-CD

PLAINTIFF: JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.

vs.
DEFENDANT: LLOYD LIGHT A/K/A LLOYD W. LIGHT AND JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT AND JERRY A. MILES

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$266.41

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,




Chester A. Hawkins
Sheriff

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

JP.MORGAN.CHASE.BANK, N.A.
S/B/M.WITH.BANK.ONE, N.A.

vs.

LLOYD.LIGHT
A/K/A.LLOYD.W..LIGHT

JUDITH.LIGHT
A/K/A.JUDITH.FARGO.LIGHT
A/K/A.JUDITH.F..LIGHT

JERRY.A.MILES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20
No. 05-807-CD Term 20 05
No. Term 20

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 property (specifically described property below):

PREMISES: 333 TREASURE LAKE, DU BOIS, PA 15801
(See Legal Description attached)

Amount Due	\$22,341.65
Interest from JUNE 28, 2006 to Sale per diem \$3.67	\$-----
Total	\$----- 160.00 Prothonotary costs
Add'l Costs	\$

William A. ...
.....
(Clerk) Office of the Prothy Support, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 6/30/06
(SEAL)

Received June 30, 2006 @ 2:00 P.M.
Chester A. Handley
By Cynthia Butler-Ayhanbough

LEGAL DESCRIPTION

ALL THAT certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deed Office in Mis. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Jerry A. Miles, Jr. by Deed from Lloyd W. Light and Judith F. Light, husband and wife, dated 7-27-01 and recorded 8-31-01 in Deed Book 1908, page 213.

Llyod W. Light and Judith F. Light, husband and wife, by Deed from Jeffrey W. Rice and Brenda L. Rice, husband and wife, dated 1-6-98. Instrument Number 200113860. Lloyd W.

Premises being: 333 TREASURE LAKE
DU BOIS, PA 15801

Tax Parcel No. C02-008-00210-00-21

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LLOYD LIGHT A/K/A LLOYD W. LIGHT

NO. 05-807-CD

NOW, March 14, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 06, 2006, I exposed the within described real estate of Lloyd Light A/K/A Lloyd W. Light And Judith Light A/K/A Judith Fargo Light A/K/A Judith F. Light And Jerry A. Miles to public venue or outcry at which time and place I sold the same to HOMESALES, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	16.91
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$266.41

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$31.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	22,341.65
INTEREST @ 3.6700 %	367.00
FROM 06/28/2006 TO 10/06/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$22,768.65

COSTS:

ADVERTISING	1,028.10
TAXES - COLLECTOR	2,047.11
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.50
SHERIFF COSTS	266.41
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	160.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$3,822.12

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

UP

FILED

014:00/30
JUN 28 2007

dec
Atty Schmieg
(6R)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.

CIVIL DIVISION
NO.: 05-807-CD

Plaintiff

v.

Lloyd Light,
A/K/A Lloyd W. Light
Judith Light,
A/K/A Judith Fargo Light,
A/K/A Judith F. Light
Jerry A. Miles

Defendants

RULE

AND NOW, this 27 day of June, 2007, a Rule is

entered upon Neil R. Welker, Timothy R. Welker, and Melissa A. Welker, to show cause why the attached Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc, should not be entered.

RULE RETURNABLE the 9th day of August, 2007. @ 10:00 A.M.
in Courtroom # 1, Clearfield County Courthouse.

By the Court:

Judith Light
J.

DATE: 6/28/07

- You are responsible for serving all appropriate parties.
___ The Prothonotary's office has provided service to the following parties:
___ Plaintiff(s) ___ Plaintiff(s) / Attorney ___ Other
___ Defendant(s) ___ Defendant(s) / Attorney
___ Special Instructions:

FILED

JUN 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

[Handwritten mark]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JP Morgan Chase Bank, N.A.,	:	CIVIL DIVISION
S/B/M With Bank One, N.A.	:	
	:	NO.: 05-807-CD
	:	
Plaintiff	:	
	:	
v.	:	
	:	
Lloyd Light,	:	
A/K/A Lloyd W. Light	:	
Judith Light,	:	
A/K/A Judith Fargo Light,	:	
A/K/A Judith F. Light	:	
Jerry A. Miles	:	
Defendants	:	

ORDER

AND NOW, this day of , 2007, upon consideration of Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc, and any response thereto, it is hereby ORDERED and DECREED that:

1. The October 6, 2006 Sheriff's sale of the property located 333 Treasure Lake, City of Dubois, Commonwealth of Pennsylvania, is confirmed; and
2. The Interests of Timothy R. Welker, Melissa A. Welker, and Neil R. Welker in said property are hereby divested as though fully notified in accordance with Pa.R.C.P. 3129.2.

J.

LS

FILED ^{2cc}
MJJ:0730 SHJ
JUN 25 2007
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

By: DANIEL G. SCHMIEG, ESQUIRE

Identification No. 62205

One Penn Center Plaza, Suite1400

Philadelphia, PA 19103

(215) 563-7000

JP Morgan Chase Bank, N.A.,

S/B/M With Bank One, N.A.

Plaintiff

v.

Lloyd Light,

A/K/A Lloyd W. Light

Judith Light,

A/K/A Judith Fargo Light,

A/K/A Judith F. Light

Jerry A. Miles

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 05-807-CD

CLEARFIELD County, Pennsylvania

PETITION FOR SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO PA.R.C.P. 3118 TO CONFIRM SALE AND DIVEST INTEREST, NUNC PRO TUNC

AND NOW COMES Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby petitions this Court to confirm the October 6, 2006 Sheriff's Sale of 333 Treasure Lake, City of Dubois, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises") and to divest the interests of Timothy R. Welker, Melissa A. Welker, and Neil R. Welker, Nunc Pro Tunc, and in support thereof avers the following:

1. On January 6, 1998, Lloyd W. Light and Judith F. Light (hereinafter "the Lights") acquired title to the property located at 333 Treasure Lake, City of Dubois, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), which deed was recorded in the Office of the Recorder of Deeds of Clearfield County at Record Book 1908, Page 213. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the Deed.
2. On November 15, 1999, the Lights, made, executed and delivered a Mortgage upon the premises to Plaintiff, which Mortgage was recorded on December 20, 1999 in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 199920648. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of the mortgage.
3. On July 27, 2001, the Lights gave an installment land contract to Jerry M. Miles, Jr., which contract was recorded in the Office of the Recorder of Deeds of Clearfield County at Record Book 1908, Page 213. Attached hereto, made a part hereof and marked as Exhibit "C" is a true and correct copy of the Installment Contract.
4. The above-referenced mortgage went into default and, and as a result of said default, Plaintiff initiated the instant foreclosure action. Attached hereto, made a part hereof and marked as Exhibit "D" is a true and correct copy of the Complaint.
5. Defendants failed to respond to the Complaint, and a Default Judgment in the amount of Twenty Two Thousand, Three Hundred Forty One Dollars, and 65/100 (\$22,341.65) was entered on June 30, 2006. Attached hereto, made part hereof,

and marked as Exhibit "E" is a true and correct copy of the Praeceptum for Default Judgment.

6. Pursuant to a Writ of Execution, the Property was listed for Sheriff's Sale and Notice of Sheriff's Sale of Real Estate was sent to lien holders. Attached hereto, and marked as Exhibit "F" is a true and correct copy of Plaintiff's Affidavit pursuant to Pa.R.C.P., Rule 3129.1.
7. The mortgaged premises was encumbered by a senior mortgage to National City Bank of Pennsylvania in the amount of Ninety Two Thousand Dollars and 00/100 (\$92,000.00), which mortgage was recorded on February 17, 1998 in the Office of the Recorder of Deeds of Clearfield at Record Book 1908, Page 217. Said mortgage was subsequently assigned to National City Mortgage Company (hereinafter "National City"). Attached hereto, and marked as Exhibit "G" are true and correct copies of the National City mortgage and assignment.
8. The Property was offered at Sheriff's Sale on October 6, 2006 subject to the National City mortgage and the Plaintiff was the sole and successful bidder of the property for the costs of sale.
9. Subsequent to the Sheriff's Sale, Plaintiff paid \$126,940.40 to National City to satisfy its mortgage. Attached hereto, and marked as Exhibit "H" is a true and correct copy of the mortgage satisfaction piece.
10. The property subject to foreclosure was allegedly encumbered by a judgment in favor of Timothy R. Welker, Melissa A. Welker, and Neil R. Welker, which was filed in the Office of the Prothonotary of Clearfield County on August 26, 2004 in the amount of \$60,500.00 at docket # 2004-01326-CD, and a judgment in favor of

Neil R. Welker and Timothy R. Welker, which was filed in the Office of the Prothonotary of Clearfield County on August 26, 2004 in the amount of \$93,500.00 at docket #2004-01325-CD. Attached hereto, and marked Exhibit "I" are true and correct copies of the judgments.

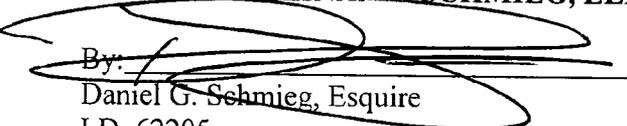
11. No notice was sent to the Timothy R. Welker, Melissa A. Welker, or Neil R. Welker (hereinafter "the Welkers") of the October 6, 2006 as Plaintiff was unaware of their interests at the time of sale. Attached hereto, and marked as Exhibit "J" is a true and correct copy of the Record Owner and Lien Certificate.
12. Although no notice was sent to the Welkers, the Sheriff's Sale of the property was advertised in a newspaper of general circulation and in legal publication in compliance with Pa.R.C.P. 3129.2, and the property was posted with a handbill further providing constructive notice of the Sale.
13. It is believed, and therefore averred, that the Welkers received constructive notice of sale by virtue of the advertising and posting of the property, but because of the diminished value of said property were not interested in bidding at sale.
14. There were no bidders at the Sheriff's sale other than the Plaintiff who entered the sole and successful bid for costs of suit.
15. Plaintiff currently has the property under contract to sell for \$120,105.00.
16. As evidenced by the results of the sale and current sale contract, there is insufficient equity in the property to adequately make Plaintiff whole, let alone the Welkers as presumed junior lien holders on the property.
17. It is in the equitable interest of all parties that the October 6, 2006 Sheriff's sale of the property be confirmed, and that the interests of Timothy R. Welker, Melissa

A. Welker, and Neil R. Welker be divested, Nunc Pro Tunc, in order to provide clear and marketable title to Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant Plaintiff's Petition and confirm the October 6, 2006 Sheriff's Sale of the property located at 333 Treasure Lake, City of Dubois, Commonwealth of Pennsylvania, and divest the interest of Timothy R. Welker, Melissa A. Welker, and Neil R. Welker in said property as though fully notified in accordance with Pa.R.C.P. 3129.2.

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

Exhibit "A"

VOL 1908 PAGE 213

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:20 pm 2-27-98
BY Paula Cherry
FEE 13.50
Karen L. Stordt, Recorder

THIS DEED

MADE the 6TH day of January, in the year nineteen hundred and ninety eight (1998)

BETWEEN

JEFFREY W. RICE and BRENDA L. RICE, husband and wife, of Treasure Lake, Pennsylvania,

GRANTORS

A
M
D

LLOYD W. LIGHT and JUDITH F. LIGHT, husband and wife, as tenants by the entireties,

GRANTEES

WITNESSETH, That in consideration of One Hundred Fifteen Thousand Dollars (\$115,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee,

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.

VOL 1908 PAGE 214

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY TRANSFER TAX
 900.00

4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of

James J. Louick _____ (SEAL)
 Jeffrey L. Rice

James J. Louick _____ (SEAL)
 Brenda L. Rice

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY TRANSFER TAX
 250.00

D-8086 AREA SCHOOL DISTRICT
 1% REALTY TRANSFER TAX
 AMOUNT \$ 1150.00
 PAID 2-17-98 KAREN L. STARCK
 Date Agent

VOL 1908 PAGE 215

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Shane Wickes

Judith F. Light Attorney in fact for Lloyd W. Light
Lloyd W. Light

Judith F. Light

This 16 day of Feb 1998

Judith F. Light

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee(s) herein is as follows:

333 Treasure Lake
Du Bois Pa 15801

Shane Wickes

(Signature of grantee)

vol 1908 Page 216

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CLEARFIELD :

On this, the 15th day of January, 1998, before me, a Notary Public, the undersigned officer, personally appeared JEFFREY W. RICE and BRENDA L. RICE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires:

Laura L. Emerick

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

Notarial Seal
Laura L. Emerick, Notary Public
DuBois, Clearfield County
My Commission Expires April 22, 2000



Karen L. Starck

Karen L. Starck
Recorder of Deeds



Entered of Record 2-17-1998 : 3:26 Karen L. Starck, Recorder

Exhibit "B"

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
199920648

RECORDED ON
Dec 20, 1999

2:28:38 PM

WRITING FEES - \$21.00

COUNTY IMPROVEMENT \$1.00

FLUID

RECORDER \$1.00

IMPROVEMENT FUND

STATE MTRT TAX \$0.50

TOTAL \$23.50

Attorney's Fee

WHEN RECORDED MAIL TO:

RETURN TO: SMI / Attn: Wesley Hess 306
P.O. Box 540817 LLOYD W. AND JUDITH F
Houston, TX 77254-0817 Job:556_9901



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated November 15, 1999, is made and executed between **LLOYD W LIGHT**, whose address is **333 TREASURE LK, DUBOIS, PA 15801** and **JUDITH F LIGHT**, whose address is **333 TREASURE LK, DUBOIS, PA 15801**; **HUSBAND AND WIFE, T/E** (referred to below as "Grantor") and **Bank One, NA**, whose address is **100 East Broad Street, Columbus, OH 43271** (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **CLEARFIELD County, Commonwealth of Pennsylvania**:

EXHIBIT A

The Real Property or its address is commonly known as **333 TREASURE LK, DUBOIS, PA 15801**.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

LEGAL ALL THAT PARCEL OF LAND IN KANDY TOWNSHIP, CLEARFIELD COUNTY,
STATE OF PA AS MORE FULLY DESCRIBED IN DEED BOOK 1908 PAGE 213
IDS 128-C02-8-210-21 AND BEING MORE PARTICULARLY DESCRIBED AS
LOT 210 IN SECTION 8. IN THE TREASURE LAKE SUBDIVISION,
RECORDED IN MISC. DOCS# MAP FILE NO. 25.

MORTGAGE
(Continued)

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means LLOYD W LIGHT and JUDITH F LIGHT, and all other persons and entities signing the Note.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means LLOYD W LIGHT and JUDITH F LIGHT.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank One, NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated November 15, 1999, in the original principal amount of \$25,050.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is November 19, 2009.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
LLOYD W LIGHT, Individually

X  (Seal)
JUDITH F LIGHT, Individually

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Bank One, NA, herein is as follows:
100 East Broad Street, Columbus, OH 43271

Attorney or Agent for Mortgagee

Exhibit "C"

KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania

INSTRUMENT NUMBER
 200113860
 RECORDED ON
 Aug 31, 2001
 3:04:49 PM
 Total Pages: 13

RECORDING FEES - \$31.00
 RECORDER
 COUNTY IMPROVEMENT \$1.00
 FUND
 RECORDER IMPROVEMENT FUND \$1.00
 STATE WRIT TAX \$0.50
 TOTAL \$33.50

CUSTOMER
 GLEASON, CHERRY & CHERRY

INSTALLMENT SALE LAND CONTRACT

THIS AGREEMENT, made this 27 day of July, 2001, by and between LLOYD W. LIGHT and JUDITH F. LIGHT, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as the "SELLERS";

A
N
D

JERRY A. MILES, JR., of Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as the "PURCHASER".

WITNESSETH:

The parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. SELLERS hereby agree to sell and convey to PURCHASER, who hereby agrees to purchase, subject to the performance of the PURCHASER and the SELLERS of all the covenants, provisions and conditions hereinafter set forth, ALL that certain piece, parcel or lot of land designated as Lot No. 210 in Section No. 8 of the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, more particularly described in a Deed from Jeffrey W. Rice and Brenda L. Rice to Lloyd W. Light and Judith F. Light, dated January 6, 1998, and recorded in Clearfield County Deeds and Records Book Vol. 1908, Page 213, on February 17, 1998, a copy of which is attached hereto and made a part hereof as Exhibit "A".

2. The purchase price for the premises so described in Exhibit "A" shall be ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$122,500.00), payable as follows:

(a) The sum of TWELVE THOUSAND DOLLARS (\$12,000.00) paid by the PURCHASER to the SELLERS, the receipt of which is hereby acknowledged.

(b) The balance of the purchase price, to wit: ONE HUNDRED TEN THOUSAND FIVE HUNDRED DOLLARS (\$110,500.00), shall be paid by the PURCHASER to the SELLERS as follows:

(i) Seven (7) monthly payments of principal and interest in the amount of NINE HUNDRED SIX DOLLARS and FIFTY-NINE CENTS (\$906.59) per month, commencing on the 27th day of August, 2001, with a like payment to be made on the 27th day of each and every month thereafter for an additional six (6) months, said payments representing payments of principal and interest of Eight Percent (8%) per annum on the principal balance of ONE HUNDRED TEN THOUSAND FIVE HUNDRED DOLLARS (\$110,500.00), based on a twenty-one (21) year term mortgage.

(ii) The full amount of the balance owing on the purchase price shall be paid by the PURCHASER to the SELLERS by making a lump sum balloon payment to the SELLERS for the total balance owing on the principal debt no later than March 27, 2002.

(c) PURCHASER shall have the right to anticipate any or all monthly payments or prepay said amount owing on the principal debt and any accrued interest in full without penalty for prepayment.

(d) Any payment due by PURCHASER to SELLERS under the terms of this Installment Sale Land Contract which is not received by SELLERS within ten (10) days from the date due, shall have added to it a late charge, which late charge shall be the amount of Five Percent (5%) of the overdue payment, however, PURCHASER shall be charged only once on any late payment for each particular month.

3. SELLERS shall deliver possession of the premises which is the subject of this Installment Sale Land Contract at the time of the closing. SELLERS are in the process of purchasing a property known as Lots Nos. 118 and 119 in Section No. 1 of the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, the closing on which is tentatively scheduled to take place on August 13, 2001. It is specifically understood and agreed that the closing of this transaction and delivery of possession of the premises which is the subject of this Installment Sale Land Contract by SELLERS to PURCHASER is contingent upon SELLERS closing on the purchase of the said property known as Lots Nos. 118 and 119 in Section No. 1 of the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, and SELLERS shall not have an obligation to deliver possession of the premises which is the subject of this Installment Sale Land Contract until such time as they are able to close on the property they are purchasing as aforesaid.

4. PURCHASER hereby acknowledges receipt of Sellers' Property Disclosure Statement which has been signed by SELLERS.

5. Upon payment in full of the purchase price as required under this Installment Sale Land Contract, SELLERS shall deliver to PURCHASER a Deed of Special Warranty

conveying legal title to the premises described in Exhibit "A" to PURCHASER, free and clear of all liens and encumbrances, but UNDER AND SUBJECT to any exceptions, reservations, easements or restrictions which may appear in the recorded chain of title or which can be ascertained from an inspection of the premises.

6. Upon payment in full of all amounts due under this Installment Sale Land Contract by the PURCHASER to the SELLERS, the following items of personalty left on the subject premises shall become the property of the PURCHASER: refrigerator, stove, curtains and window coverings, and vent-free fireplace in the lower level.

7. The year 2001 county and township real estate taxes shall be pro-rated on a calendar year basis as of the date of the closing and delivery of possession of the premises by the SELLERS to the PURCHASER. The year 2001-2002 school real estate taxes shall be pro-rated on a fiscal year basis with the SELLERS being responsible for the payment of said school tax from July 1, 2001, to the date of the closing and delivery of possession of the premises by the SELLERS to the PURCHASER, with the PURCHASER being responsible for said school real estate taxes from the date that possession is delivered to him to the end of the fiscal year on June 30, 2002. All future real estate taxes, both county/township and school, assessed against the premises shall be paid by the PURCHASER.

8. PURCHASER shall be responsible for the cost of all utilities used on the premises from the date of possession forward.

9. PURCHASER shall assume and be responsible for the maintenance of the premises in good order and repair, excepting usual wear and tear, from the date that possession of the

subject premises is delivered to PURCHASER by the SELLERS and shall keep and hold the SELLERS safe and harmless from any and all claims for work and labor done or materials furnished in connection with the maintaining of said premises in good order and repair.

10. PURCHASER shall keep in full force and effect a fire and casualty insurance policy insuring the premises which is the subject of this Installment Sale Land Contract for a sum of at least ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$122,500.00). The policy shall be in the name of the PURCHASER as owner with a loss-payee provision in favor of the SELLERS and of the bank holding the mortgages on the subject premises, as their interests may appear. A copy of the current policy during the term of the Installment Sale Land Contract shall be delivered by the PURCHASER to the SELLERS.

11. PURCHASER agrees at all times to indemnify and hold harmless the SELLERS from any and all suits, loss, or liability of any nature whatsoever, including attorneys' fees, as a result of the death, personal injury, or damage to real or personal property on account of any acts of the PURCHASER, his agents, guests, or any other persons which may subject the SELLERS to such liability. In addition, the PURCHASER covenants and agrees that he will protect and hold harmless the SELLERS and indemnify the SELLERS against and from any penalty, damage, or charge imposed for any violation of any law or ordinance whether occasioned by the PURCHASER or anyone on the property with the permission of the PURCHASER.

12. In the event PURCHASER neglects or refuses to pay any taxes or assessments, or fails to maintain the buildings and improvements which may be located on the property for a

period of thirty (30) days after receipt of written notice of advising of such neglect or refusal to pay or failure to maintain, as required under this Installment Sale Land Contract, SELLERS may do so, add the costs thereof to the principal debt owed by the PURCHASER to SELLERS under this Agreement, and collect the same as part of said principal debt.

13. In the event PURCHASER shall fail to make any payments in accordance with the provisions of this Agreement, time being of the essence, and the same shall become past due and unpaid for a period of thirty (30) days after written notice to the PURCHASER, the SELLERS, at their option and regardless of any other remedies set forth herein, shall have the right to terminate this Agreement and retain all payments made by the PURCHASER as liquidated damages.

14. If the PURCHASER is in possession of the premises at the time that the SELLERS should declare this Agreement terminated, PURCHASER hereby authorizes any attorney, as attorney for him, to sign an agreement for entering in any competent court, an amicable action and judgment in ejectment against PURCHASER and all persons claiming under him for the recovery by SELLERS of possession of the premises, for which this shall be a sufficient warrant; and thereupon a writ of possession may issue forthwith, without any prior proceeding whatsoever in entering such action of ejectment, or causing writ of possession to be issued or any proceeding thereon or concerning the same, and hereby agrees that no writ of error, objection or exception, shall be made or taken thereto.

15. In addition to the remedies heretofore provided to the SELLERS in the event of default or breach by the PURCHASER, the SELLERS may maintain an action for damages for

breach of contract or an action for recovery of possession of the property as now provided by law or both. In any action by the SELLERS to recover damages for a breach of this Contract, the SELLERS shall be entitled to recover damages for losses resulting from the breach, including but not limited to, the excess of the contract price over the market price at the time of the breach, the unpaid installment payments due prior to the surrender of the premises by the PURCHASER, the cost of any actual repairs made by SELLERS subsequent to the surrender of the premises, which repairs become necessary by reason of damages done by the PURCHASER or vandalism of the premises prior to the actual delivery of possession to the SELLERS, any assessments for public improvements, and reasonable attorneys' fees incurred by SELLERS with regard to any action brought for damages or recovery of possession.

16. The failure of SELLERS to insist on strict performance by the PURCHASER of the terms of this Installment Sale Land Contract shall not be construed as a waiver, a release, or relinquishment thereof.

17. The cost of this Installment Sale Land Contract shall be borne equally by the PURCHASER and the SELLERS. The cost of the Special Warranty Deed shall be paid solely by the SELLERS. The cost of the Resale Packet required by Treasure Lake shall be paid by the SELLERS. The cost of the Treasure Lake Property Owners Association Administrative Transfer Fee shall be paid by the PURCHASER.

18. The cost of recording both the Installment Sale Land Contract and the Deed shall be the sole expense of the PURCHASER. PURCHASER shall also be responsible for all

closing costs and any additional legal fees or costs incurred by him to his counsel in this transaction.

19. Upon the recording of the Deed from the SELLERS to the PURCHASER, any real estate transfer taxes due at that time shall be borne equally by the parties.

20. This Installment Sale Land Contract shall not be assignable by the PURCHASER.

21. This Installment Sale Land Contract shall be duly recorded in the Office of the Register and Recorder of Deeds in and for Clearfield County, Pennsylvania, so as to give notice to all the world.

22. This Agreement represents the entire agreement between the parties hereto and shall extend to and be legally binding upon their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

NTS

WITNESS:

Paula M Cherry

Paula M Cherry

NTS

WITNESS:

Paula M Cherry

SELLERS:

Lloyd W. Light (SEAL)
Lloyd W. Light

Judith F. Light (SEAL)
Judith F. Light

PURCHASER:

Jerry A. Miles Jr. (SEAL)
Jerry A. Miles Jr.

Exhibit “D”

PHELAN HALLINAN¹ & 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

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 05-807-CD

CLEARFIELD COUNTY

v.

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

FILED
JUN 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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.

MAR. 3, 2006 Document
Reinstated/Released to Sheriff/Attorney
for service.
Deputy Prothonotary

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. Mcholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
610-526-2641 x 5982

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

MAR 03 2006

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

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

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

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

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

1. Plaintiff is

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSON AVE
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

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

LLOYD LIGHT
A/K/A LLOYD W. LIGHT
JUDITH LIGHT
A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 11/15/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199920648.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/19/2004 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:

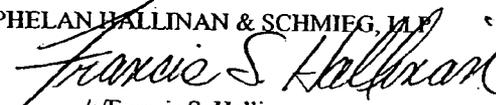
Principal Balance	\$17,493.39
Interest	941.22
11/19/2004 through 05/26/2005 (Per Diem \$4.98)	
Attorney's Fees	1,250.00
Cumulative Late Charges	125.00
11/15/1999 to 05/26/2005	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 20,359.61
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$ 20,359.61

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.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$ 20,359.61, together with interest from 05/26/2005 at the rate of \$4.98 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

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. 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, as amended 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of owners or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which became vested in the grantors by deed of David L. Henninger, Jr. and Kristin S. Henninger dated March 26, 1996 and recorded in Clearfield County Deed and Records Book 1746, page 193.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

BEING NO. 333 TREASURE LAKE

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: 5/24/05

Exhibit “E”

PHELAN HALLINAN & SCHMIEG
 By: DANIEL G. SCHMIEG
 Identification No. 62205
 One Penn Center at Suburban Station - Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814
 (215) 563-7000

Attorney for Plaintiff

FILE COPY
FILE COPY

JP MORGAN CHASE BANK, N.A.
 S/B/M WITH BANK ONE, N.A.
 111 E. WISCONSON AVE.
 P.O. BOX 2071, WI 53201
 MILWAUKEE, WI 53202

 Plaintiff,

v.

LLOYD LIGHT
 A/K/A LLOYD W. LIGHT
 JUDITH LIGHT
 A/K/A JUDITH FARGO LIGHT
 A/K/A JUDITH F. LIGHT
 JERRY A. MILES
 333 TREASURE LAKE
 DU BOIS, PA 15801

 Defendant(s).

:
 :
 : CLEARFIELD COUNTY
 : COURT OF COMMON PLEAS
 :
 : CIVIL DIVISION
 :
 : NO. 05-807-CD

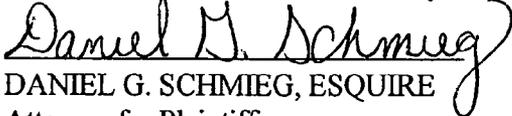
PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against LLOYD LIGHT A/K/A LLOYD W. LIGHT, JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT and JERRY A. MILES, 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 mortgage premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 20,359.61
Interest - 5/27/05-6/28/06	\$1,982.04
TOTAL	<u>\$22,341.65</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) 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: _____

 PRO PROTHY

PHELAN HALLINAN AND SCHMIEG

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

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

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

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light
333 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

IMPORTANT NOTICE

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

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

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

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light
Jerry A. Miles

Defendants

TO: Lloyd Light a/k/a Lloyd W. Light
333 Treasure Lake
DuBois, PA 15801

FILE COPY

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
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100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
1495 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
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ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light
Jerry A. Miles

Defendants

TO: Jerry A. Miles
Top of the Line Motors, 640 S. Brady Street
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

IMPORTANT NOTICE

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

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

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

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG

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

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

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

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

JP Morgan Chase Bank, N.A., S/B/M with bank One, : COURT OF COMMON PLEAS
N.A.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

Lloyd Light a/k/a Lloyd W. Light : NO. 05-807-CD

Judith Light a/k/a Judith Fargo Light a/k/a Judith F. Light

Jerry A. Miles

Defendants

TO: Jerry A. Miles
333 Treasure Lake
DuBois, PA 15801

FILE COPY

DATE OF NOTICE: June 9, 2006

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

JP MORGAN CHASE BANK, N.A.

S/B/M WITH BANK ONE, N.A.

111 E. WISCONSON AVE.

P.O. BOX 2071, WI 53201

MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT

A/K/A LLOYD W. LIGHT

JUDITH LIGHT

A/K/A JUDITH FARGO LIGHT

A/K/A JUDITH F. LIGHT

JERRY A. MILES

333 TREASURE LAKE

DU BOIS, PA 15801

Defendant(s).

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 05-807-CD

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 **LLOYD LIGHT A/K/A LLOYD W. LIGHT** is over 18 years of age and resides at **333 TREASURE LAKE , DU BOIS, PA 15801**.

(c) that defendant **JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT** is over 18 years of age, and resides at **333 TREASURE LAKE , DU BOIS, PA 15801**.

(d) that defendant **JERRY A. MILES** is over 18 years of age, and resides at **333 TREASURE LAKE, DU BOIS, PA 15801**

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

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

Exhibit “F”

SALE DATE: OCTOBER 6, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

JP MORGAN CHASE BANK, N.A., S/B/M
TO BANK ONE, N.A.

No.: 05-807-CD

vs.

LLOYD LIGHT & JUDITH LIGHT
JERRY A. MILES JR.

**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 Praecipe for the Writ of Execution was filed the following information concerning the real property located at:

333 TREASURE LAKE, DUBOIS, PA 15801-9007.

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 Amended 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.



DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

September 1, 2006

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

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

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at 333 TREASURE LAKE, DU BOIS, PA 15801.

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

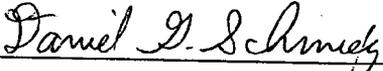
NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
LLOYD LIGHT A/K/A LLOYD W. LIGHT	333 TREASURE LAKE DU BOIS, PA 15801
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT	333 TREASURE LAKE DU BOIS, PA 15801
JERRY A. MILES	333 TREASURE LAKE DU BOIS, PA 15801

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
Same as Above	

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

August 29, 2006
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

JP MORGAN CHASE BANK, N.A.
S/B/M WITH BANK ONE, N.A.
111 E. WISCONSIN AVE.
P.O. BOX 2071, WI 53201
MILWAUKEE, WI 53202

Plaintiff,

v.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT
A/K/A JUDITH F. LIGHT
JERRY A. MILES
333 TREASURE LAKE
DU BOIS, PA 15801

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-807-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **333 TREASURE LAKE, DU BOIS, PA 15801**.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
DONALD R. FEZELL	PO BOX 545 DU BOIS, PA 15801
HAROLD N. LEACH	RD #1, BOX 119 DU BOIS, PA 15801
THOMAS C. PETRAITES	65 BLUEJAY DRIVE DU BOIS, PA 15801
ROBERT J. KNOELL & JOAN KNOELL	1329 OVERLOOK DRIVE CLEARFIELD, PA 16830
CAROLYN J. PONTZER JOHN JOSPEH PONTZER & LLOYD L. PONTZER	312 RIDGEWOOD ROAD SHIPPENVILLE, PA 16254
RHONDA L. JONES	115 CARL STREET PITTSBURGH, PA 15223-1107
CHARLES E. RITZIE & MARY F. RITZIE	428 NARROWS CREEK PARK ROAD CLEARFIELD, PA 16830
LYNN A. MYERS & KATHIE J. MYERS	342 KILMER ROAD DU BOIS, PA 15801

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

NATIONAL CITY MORTGAGE COMPANY 3232 NEWMARK DRIVE MIAMISBURG, OH 45342

THOMAS R. MCCONNELL 165 STONEHEDGE ROAD HOLLIDAYBURG, PA 16648

INTERNAL REVENUE SERVICE 600 ARCH STREET PHILADELPHIA, PA 19106

USA, INTERNAL REVENUE SPECIAL PROCEDURES BRANCH, FEDERATED INVESTORS TOWER THIRTEENTH FLOOR, SUITE 1300 1001 LIBERTY AVENUE PITTSBURGH, PA 15222

U.S. DEPARTMENT OF JUSTICE, U.S. ATTORNEY EASTERN DISTRICT OF PA 615 CHESTNUT STREET, SUITE 1250 PHILADELPHIA, PA 19106-4476 ATTN: LISA MURRAY

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT 333 TREASURE LAKE DU BOIS, PA 15801

DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105

TREASURE LAKE PROPERTY OWNERS ASSOCIATION INC DUBOIS, PA 15801

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

August 29, 2006

Date

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

DATE: AUGUST 2, 2006

JP MORGAN CHASE BANK, N.A. S/B/M WITH BANK ONE, N.A.

v.

LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNER(S): LLOYD LIGHT A/K/A LLOYD W. LIGHT
JUDITH LIGHT A/K/A JUDITH FARGO LIGHT A/K/A JUDITH F. LIGHT
JERRY A. MILES

PROPERTY: 333 TREASURE LAKE
DU BOIS, PA 15801

Improvements: Residential Property

CLEARFIELD COUNTY

NO.: 05-807-CD

Judgment Amount: \$22,341.65

The above-captioned property is scheduled to be sold at the **CLEARFIELD** Sheriff's Sale on **OCTOBER 6, 2006** at **10:00 AM** in CLEARFIELD County Courthouse, 1 North 2nd Street, Ste. 116, Clearfield, PA 16830.

Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to **CONTACT YOUR OWN ATTORNEY**, as we are not permitted to give you legal advice.

The Sheriff will file a schedule of Distribution on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

CQS

Name and Address of Sender →

CQS
PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

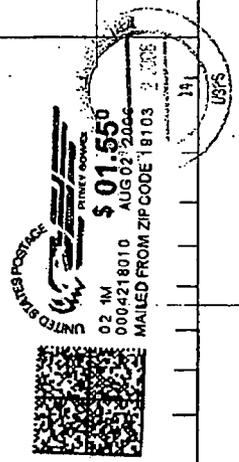
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT, 333 TREASURE LAKE, DU BOIS, PA 15801		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY, CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET, CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105		
4		DONALD R. FEZELL, PO BOX 545, DU BOIS, PA 15801		
5		HAROLD N. LEACH, RD #1, BOX 119, DU BOIS, PA 15801		
6		THOMAS C. PETRAITES, 65 BLUEJAY DRIVE, DU BOIS, PA 15801		
7		ROBERT J. KNOELL & JOAN KNOELL, 1329 OVERLOOK DRIVE, CLEARFIELD, PA 16830		
8		CAROLYN J. PONTZER, JOHN JOSPEH PONTZER & LLOYD L. PONTZER 312 RIDGEWOOD ROAD, SHIPPENVILLE, PA 16254		
9		RHONDA L. JONES, 115 CARL STREET, PITTSBURGH, PA 15223-1107		
10		CHARLES E. RITZIE & MARY F. RITZIE, 428 NARROWS CREEK PARK ROAD CLEARFIELD, PA 16830		
11		LYNN A. MYERS & KATHIE J. MYERS, 342 KILMER ROAD, DU BOIS, PA 15801		
		Re: LLOYD LIGHT A/K/A LLOYD W. LIGHT (PHS#114939) Support TEAM		
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 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$75,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900,S913 and S921 for limitations of coverage.



Name and Address of Sender →

CQS
PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		NATIONAL CITY MORTGAGE COMPANY, 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342		
2		THOMAS R. MCCONNELL, 165 STONEHEDGE ROAD, HOLLIDAYBURG, PA 16648		
3		INTERNAL REVENUE SERVICE, 600 ARCH STREET, PHILADELPHIA, PA 19106		
4		USA, INTERNAT REVENUE SERVICE, SPECIAL PROCEDURES BRANCH, FEDERATED INVESTORS TOWER, THIRTEENTH FLOOR, SUITE 1300, 1001 LIBERTY AVENUE, PITTSBURGH, PA 15222		
5		U.S. DEPARTMENT OF JUSTICE, U.S. ATTORNEY EASTERN DISTRICT OF PA, 615 CHESTNUT STREET, SUITE 1250, PHILADELPHIA, PA 19106-4476, ATTN: LISA MURRAY		
6				
7				
8				
9				
10				
11				
12				
13				
14		Re: LLOYD LIGHT A/K/A LLOYD W. LIGHT(PHS#114939) SUPPORTTEAM		
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 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise 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.



Name and Address of Sender

COS
 PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	Total Number of Pieces Listed by Sender
1		TREASURE LAKE PROPERTY OWNERS ASSOCIATION INC DUBOIS, PA 15801			
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14		Re: LLOYD LIGHT A/K/A LLOYD W. LIGHT(PHS#114939) PMB TEAM 4			
			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 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise 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.		

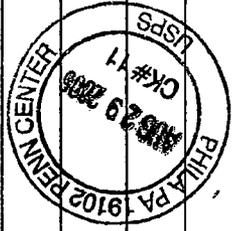


Exhibit "G"

Parcel Number:

0008694479

[Space Above This Line For Recording Data]

RETURN TO:
NATIONAL CITY MORTGAGE CO.
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
LLOYD W LIGHT and JUDITH P LIGHT

February 16, 1998

The mortgagor is

("Borrower"). This Security Instrument is given to
National City Bank of Pennsylvania

which is organized and existing under the laws of The United States of America, and whose
address is 116 Allegheny Center Mall, Pittsburgh, Pennsylvania 15212-5356

NINETY TWO THOUSAND & 00/100

Dollars (U.S. \$ 92,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on March 1, 2028. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modification of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument. Lender's performance of Borrower's covenants and agreements under this Security Instrument and the
Note. For this purpose, Borrower hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of SEC 8 LOT 310 TREASURE LK, DUBOIS
15801 (Zip Code) ("Property Address")

EXHIBIT B

(Sheet, City)

RECORDED IN PUBLIC RECORDS - CLEARFIELD COUNTY, PENNSYLVANIA
BOOK 1000 PAGE 0000
DATE 02/16/98



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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

Form 3000-0100

EXHIBIT B

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

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month's sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as if they were in lieu of mortgage insurance. Loss coverage

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

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

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

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

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

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

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

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

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

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

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

LEGAL DESCRIPTION

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

Witnesses:

Paula M. Cherry
for all signatures

Judith F. Light Attorney-in-Fact for Lloyd W. Light (Seal)
LLOYD W. LIGHT Borrower

Judith F. Light (Seal)
JUDITH F. LIGHT Borrower

(Seal)
Borrower

(Seal)
Borrower

Certificate of Residence

I, Paula M. Cherry do hereby certify that the correct address of the within-named Mortgagee is 116 Allegheny Center Mall, Pittsburgh, Pennsylvania 15212-5356

Witness my hand this 16th day of February, 1998

Paula M. Cherry
Agent of Mortgagee

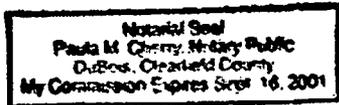
COMMONWEALTH OF PENNSYLVANIA, Clearfield County is:

On this, the 16th day of February, 1998, before me, the undersigned officer, personally appeared JUDITH F. LIGHT, individually and as Attorney-in-Fact for LLOYD W. LIGHT,

her husband, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

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

Paula M. Cherry



Notary Public
Title of Officer

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc 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 475, as amended, 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 Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it
5. The right of owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of these facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which were conveyed to Lloyd W. Light and Judith F. Light, husband and wife, by Deed of Jeffrey W. Rice and Brenda L. Rice, husband and wife, dated January 6, 1998, and intended to be recorded herewith.

By Durable Power of Attorney document dated December 22, 1997, and recorded in Clearfield County Deeds and Records Book Vol. 1902, Page 333, on January 22, 1998, the said Lloyd W. Light did appoint his wife, Judith F. Light, to act as his Attorney-in-Fact.

EXHIBIT B

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

Initials *PH* *Attorney in fact* *PH*
 Form 8199 9/7

EXHIBIT B

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

(Seal) _____ (Seal) *(with Light letter in front for Lloyd W. Light)* (Seal)
 -Borrower LLOYD W. LIGHT -Borrower

(Seal) _____ (Seal) *(with Light letter in front for Judith F. Light)* (Seal)
 -Borrower JUDITH F. LIGHT -Borrower

(Seal) _____ (Seal)
 -Borrower -Borrower

(Seal) _____ (Seal)
 -Borrower -Borrower

EXHIBIT B

February 16, 1998
[Date]

DuBois
[City]

Pennsylvania
[State]

SEC 8 LOT 210 TREASURE LK, DUBOIS, Pennsylvania 15801

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 92,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is National City Bank of Pennsylvania

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the 1st day of each month beginning on April 1st 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on March 1, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at National City Mortgage Co. P.O. Box 85020, Louisville, KY 40285-5020 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 643.28

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

EXHIBIT C

...of this Note...
 ...over their obligations, including the obligations of a partner,
 ...of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce
 its rights under this Note against each person individually or against all of us together. This means that any one of us may be
 required to pay all of the amounts owed under this Note.

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

Lloyd W Light
 _____ (Seal)
 LLOYD W LIGHT
 Borrower

SSN: 195 50 9999
Judith F Light
 _____ (Seal)
 JUDITH F LIGHT
 Borrower

SSN: 194 48 9176
 _____ (Seal)
 Borrower

SSN: _____ (Seal)
 Borrower

SSN: _____ (Seal)
 Borrower

(Sign Original Only)

Mark J. Green

 MARK J. GREEN

EXHIBIT C

ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE

FOR VALUE RECEIVED National City Bank of Pennsylvania ("Bank"), hereby sells, transfers, sets over and assigns to:

National City Mortgage Company

3232 Newmark Drive, Miamisburg, OH 45342

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:23pm 2-11-98
BY Paula Cherry
FEES 13.50
Karen L. Storch, Recorder

its successors and/or assigns, Bank's entire right, title, and interest in and to the following described mortgage ("Mortgage") and promissory note ("Promissory Note") which are dated 02-16-98, in the original principal amount of \$92,000.00. The mortgage is described and identified by the following name(s) of the mortgagor(s), instrument number, and/or book and page number as recorded in Clearfield County, Pennsylvania.

MORTGAGOR(S)	INSTRUMENT NO.	BOOK	PAGE
Lloyd W. Light		1908	217
Judith F. Light		1908	217

IN TESTIMONY WHEREOF, said National City Bank of PA has hereunto set its hand this 16th day of February, 1998

ATTEST:

Carol A. Duffy
Type Name: CAROL A DUFFY

Jean Babynak
Type Name: JEAN BABYNAK

By: Gail L. Yovan
Name: Gail L. Yovan
Title: Vice President

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS:

The foregoing instrument was acknowledged before me this 16th day of February, 1998, by Gail L. Yovan, Vice President, on behalf of National City Bank of Pennsylvania.

Darlene S. Zimanski
NOTARY PUBLIC
Commission Expiration: _____

This Instrument Prepared by:
Alice C. McClelland (Name)
National City Mfg. Company
P.O. Box 1320
Dubois, OH 45401-9801
When recorded, mail to Preparer

NOTARIAL SEAL
DARLENE S. ZIMANSKI, Notary Public
Pittsburgh, Allegheny County
My Commission Expires April 23, 1999



789 2001
Vol. 1908 PAGE 228

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

Entered of Record 2-17 1978 : 3:22, Karen L. Starck, Recorder

Exhibit "H"

Prepared By and Return to:
KELLI SIMPKINS
NATIONAL CITY MORTGAGE CO.
3232 NEWMARK DRIVE
MIAMISBURG OH 45342
ATTN: PAYOFFS
P.O. BOX 8820
DAYTON, OH 45482 - 0255
Parcel ID#: 1280-76132
PO Date: 02/20/2007
Loan number: 0008694479

STATE OF PENNSYLVANIA

LLOYD W LIGHT AND JUDITH F LIGHT

ADDRESS: SEC 8, LOT 210 TREAS
DUBOIS, PA 15801 0000

To NATIONAL CITY BANK OF PENNSYLVANIA, CLEARFIELD COUNTY County

MORTGAGE SATISFACTION PIECE

Made February 28th, 2007

Name of Mortgagor(s): LLOYD W LIGHT AND JUDITH F LIGHT
Name of Mortgagee(s): NATIONAL CITY BANK OF PENNSYLVANIA
Name of Last Mortgagee(s): NATIONAL CITY MORTGAGE CO
Date of Mortgage: 2/16/1998
Original Mortgage Debt \$92,000.00

Mortgage recorded on 2/17/1998, in the Office of the Recorder of Deeds of CLEARFIELD COUNTY County,
Pennsylvania, in Mortgage Book 1908 Page 217 Document

Mortgage premises:

SEC 8, LOT 210 TREAS, DUBOIS, PA 15801 0000
Parcel ID # 1280-76132, SANDY TOWNSHIP

PA

Page 1 of 3

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

IN WITNESS WHEREOF, the said Corporation has caused its common or corporate seal to be hereunto affixed the February 28, 2007

Signed, Sealed and Delivered in the presence of:

NATIONAL CITY MORTGAGE CO

Kim Johnson
KIMBERLY A JOHNSON MORTGAGE OFFICER

STATE OF OHIO
COUNTY OF MONTGOMERY

On February 28, 2007 before me, the undersigned Personally appeared KIMBERLY A JOHNSON who acknowledge himself - herself to be the MORTGAGE OFFICER respectively of NATIONAL CITY MORTGAGE CO a corporation, and that he as such OFFICER, being authorized to do so, executed the foregoing instrument for the purposes therein by signing the name of the Corporation by himself-herself as said officer.

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



KELLI SIMPKINS
NOTARY PUBLIC
IN AND FOR
THE STATE OF OHIO
MY COMMISSION EXPIRES
MARCH 9, 2011

Kelli Simpkins
KELLI SIMPKINS NOTARY PUBLIC

PA

Page 2 of 3

SATISFACTION OF MORTGAGE

BETWEEN:

LLOYD W LIGHT AND JUDITH F LIGHT

AND

NATIONAL CITY MORTGAGE CO

I, KELLI SIMPKINS, DO HEREBY CERTIFY THAT THE PRECISE

ADDRESS IS:

3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

KRO

MAIL TO:

PA

Page 3 of 3

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
NATIONAL CITY BANK

Instrument Number - 200703545
Recorded On 3/5/2007 At 2:14:42 PM
* Instrument Type - SATISFACTION
* Total Pages - 4
Invoice Number - 163253
* Grantor - NATIONAL CITY BANK OF PENNSYLVANIA
* Grantee - LIGHT, LLOYD W
* Customer - NATIONAL CITY BANK

*** FEES**
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$28.50

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Exhibit “I”

8/24/04

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

NEIL R. WELKER and TIMOTHY R. WELKER,	:	No. 04-	-CD
	:		
Plaintiffs	:		
	:		
vs.	:		
	:		
TOP OF THE LINE MOTORS, INC.,	:		
JERRY A. MILES, SR. and JERRY A. MILES, JR.,	:		
	:		
Defendants	:		

NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON
Notice of Defendants' Rights

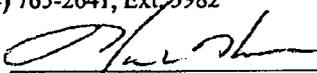
To: Top of the Line Motors, Inc., Jerry A. Miles, Sr. and Jerry A. Miles, Jr.
640 South Brady Street
DuBois, PA 15801

A judgment in the amount of \$94,250.00 plus interest and costs has been entered against you and in favor of the Plaintiffs without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator's Office
Courthouse
1 North Second Street
Clearfield, PA 16830
Phone: (814) 765-2641, Ext. 5982


Kim C. Kesner, Attorney for Plaintiff
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1706

8/24/04

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

TIMOTHY R. WELKER, MELISSA A.	:	No. 04-	-CD
WELKER AND NEIL R. WELKER,	:		
Plaintiffs	:		
	:		
vs.	:		
	:		
TOP OF THE LINE MOTORS, INC.,	:		
JERRY A. MILES, SR. and JERRY A.	:		
MILES, JR.,	:		
Defendants	:		

NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON
Notice of Defendants' Rights

To: Top of the Line Motors, Inc., Jerry A. Miles, Sr. and Jerry A. Miles, Jr.
640 South Brady Street
DuBois, PA 15801

A judgment in the amount of \$61,250.00 plus interest and costs has been entered against you and in favor of the Plaintiffs without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator's Office
Courthouse
1 North Second Street
Clearfield, PA 16830
Phone: (814) 765-2641, Ext 5982

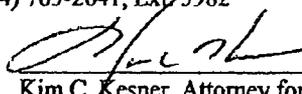

Kim C. Kesner, Attorney for Plaintiff
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1706

Exhibit “J”

Land Services of PA
400 Fellowship Road, Suite 250
Mt. Laurel, NJ 08054
(856) 783-3200
Fax (856) 793-3201

RECORD OWNER AND LIEN CERTIFICATE

Effective Date: 3-25-05

Order Number: PA31897
Client Number: 114939

Premises: 333 Treasure Lane, Municipality of Dubois
Clearfield County
Pennsylvania

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as an abstractor for its negligence, mistakes or omissions in a sum no to exceed Two Thousand Dollars.

DESCRIPTION

ALL THAT certain tract of land designated as Lot No. 210 in Section 8, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deed Office in Mis. Docket Map File No. 25. Excepting and reserving therefrom and subject to:

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN
CERTIFICATE

Order Number: PA«OrderNumber»

Servicer: «Servicer»

Client Number: «ClientNumber»

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Jerry A. Miles, Jr. by Deed from Lloyd W. Light and Judith F. Light, husband and wife, dated 7-27-01 and recorded 8-31-01 in Deed Book 1908, page 213.

Llyod W. Light and Judith F. Light, husband and wife, by Deed from Jeffrey W. Rice and Brenda L. Rice, husband and wife, dated 1-6-98. Instrument Number 200113860. Lloyd W.

Subject to the encumbrances and claims as follows:

TAXES: Taxes unpaid for 2004 \$3105.04

Receipts for Township, County and School Taxes for the years 2002 to 2004, inclusive.
Township, County and School Taxes for current year 2005.
(Payment should be verified)

ASSESSMENT: \$Land \$1375.00, Building \$22900.00 TOTAL \$24275.00

PARCEL IDENTIFICATION NO: C02-008-00210-00-21

WATER AND SEWER RENTS:

Receipts for Water and Sewer Rents for the years 2002 to 2004.
Water and Sewer Rents for current year 2005.
(Payment should be verified)

MECHANICS AND MUNICIPAL CLAIMS: None

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN
CERTIFICATE

Order Number: PA«OrderNumber»

Servicer: «Servicer»

Client Number: «ClientNumber»

MORTGAGES:

1. \$92,000.00

Lloyd W. Light and Judith P. Light
To: National City Bank of Pennsylvania
Dated: 2-16-98, Recorded: 2-17-98
Mortgage Book: 1908, Page 217
Mortgagee's Addr: 114 Allegheny Center Mall, Pittsburgh, PA
15212

ASSIGNMENT:

To: National City Mortgage Company
Recorded: 2-17-98
Mortgage Book: 1908 Page: 227
Assignee's Addr: 3232 Newmark Drive, Miamisburg, OH 45342

2. \$25,050.00

US

Lloyd W. Light and Judith F. Light
To: Bank One, NA
Dated: 11-15-99, Recorded: 12-20-99
Instrument Number: 199920648, Page
Mortgagee's Addr: 100 East Broad Street, Columbus, OH 43271

3. \$181,983.00-

Jerry A. Miles, Jr. and Sabrina L. Miles, his wife
To: Thomas R. McConnell
Dated: 7-27-04, Recorded: 7-27-04
Instrument Number: 200412117
Mortgagee's Addr: Hollidayburg, PA

165 StoneHedge RD
Hollidayburg, PA 16648

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN
CERTIFICATE

Order Number: PA«OrderNumber»

Servicer: «Servicer»

Client Number: «ClientNumber»

JUDGMENTS: Donald r. Fezell vs. Jerry a. Miles, Jr., Jerry a. Miles, individual Top of the Line Motors, Inc., filed: 9-16-04, Docket No. 04-1433. In the amount of \$48,500.00

National City Mortgage Company (3232 Newmark Drive, Miamisburg, OH 45342) vs. Lloyd W. Light, Judith F. Light (333 Treasure Lake, DuBois, Pa 15801), filed: 3-22-05, Docket No. 05-410. In the amount of \$92,296.94

Harold N. Leach (Rd #1, Box 119, DuBois, PA 15801) vs. Jerry A. Miles and Jerry Miles, Jr and Top of the Line Motors, Inc. (640 S. Brady Street, DeBois, PA 15801), filed: 11-8-04, Docket No. 2004-1769. No amount given

Thomas C. Petraitis (65 Bluejay Drive, DuBois, PA 15801) vs. Jerry Miles, Sr. an individual, Jerry A. Miles, Jr. an individual, and Top of the Line Motors, a Partnership, filed: 10-18-04, Docket No. 04-1634. In the amount of \$43,200.00

Robert J. Knoell and Joan Knoell husband and wife (1329 Overlook Drive, Clearfield, Pa 16830) vs. Jerry A. Miles, Jr. an individual, Jerry A. Miles, an individual and Top of the Line Motor, a Partnership, filed: 9-2-04, Docket No. 04-1374. No amount given.

Carolyn J. Pontzer, John Joseph Pontzer and Lloyd L. Pontzer (312 Ridgewood Road, Shippenville, PA) vs. Top of the Line Motors, Inc., Jerry A. Miles, Jr. and Jerry A. Miles, filed: 11-24-04, Docket No. 04-1866. In the amount of \$76,922.96.

Rhonda L. Jones vs. Jerry A. Miles and Jerry A. Miles, Jr. and Top of the Line Motors, Inc., filed: 8-31-04, Docket No. 04-1357. In the amount of \$16,750.00

Charles E. Ritzie and Mary F. Ritzie a/k/a Mary Frances Ritzie (428 Narrows Creek Park Road, Clearfield, PA) vs. Jerry A. Miles and Jerry A. Miles, Jr and Top of the Line Motors, Inc. (640 S. Brady Street, DuBois, PA 15801), filed: 8-31-04, Docket No. 04-1358. In the amount of \$50,150.00.

Lynn A. Myers and Kathie J. Myers (342 Kilmer Road, DuBois, PA 15801) vs. Jerry A. Miles and Jerry A. Miles (640 East Brady Street, DuBois, PA 15801), filed: 9-15-04, Docket No. 04-1426. In the amount of \$18,643.62

BANKRUPTCIES: No query made

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN
CERTIFICATE

Order Number: PA«OrderNumber»

Servicer: «Servicer»

Client Number: «ClientNumber»

REQUIREMENTS/EXCEPTIONS:

1. **NOTICE:** The current public records fail to reflect any indications of the existence of a Homeowners or Condominium Association. Proof to be provided that subject premises is not a part of nor subject to assessment fees, services dues, or other charges of a Homeowners or Condominium Association; otherwise, receipts to be produced and filed with Company.
2. **IMPORTANT NOTICE:** Notice required under Rule 3129 for any possible outstanding support obligations filed of record or with the Domestic Relations section of the County, and the Commonwealth of Pennsylvania, Department of Welfare.
3. **NOTICE:** Probate Search of the fee owner(s) identified in this report discloses no estate filed of record.
4. Subject to any coal, oil, gas and other minerals underlying the surfaces of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
5. Subject to coal and mining rights.

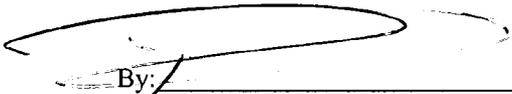
VERIFICATION

I, Daniel G. Schmieg, Esquire, hereby state that I am the attorney for the Plaintiff herein and am authorized to make this verification. I hereby verify that the information contained in Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sheriff's Sale and Divest Interest, Nunc Pro Tunc, is true and correct to the best of my knowledge, information and belief. I am aware that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

Dated: June 22, 2007


By: _____

Daniel G. Schmieg, Esquire
I.D. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

By: DANIEL G. SCHMIEG, ESQUIRE

Identification No. 62205

One Penn Center Plaza, Suite1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A.,

S/B/M With Bank One, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

NO.: 05-807-CD

v.

CLEARFIELD County, Pennsylvania

Lloyd Light,

A/K/A Lloyd W. Light

Judith Light,

A/K/A Judith Fargo Light,

A/K/A Judith F. Light

Jerry A. Miles

Defendants

CERTIFICATE OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify a true and correct copy of the Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest was served upon the following:

Lloyd Light, A/K/A Lloyd W. Light
And Judith Light, A/K/A Judith Fargo Light,
A/K/A Judith F. Light:

333 Treasure Lake
Dubois, PA 15801

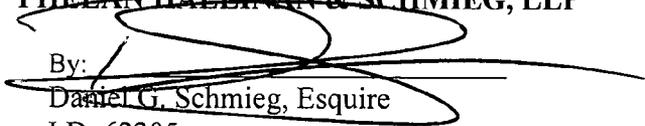
128 Two Turtles Road, Section 1, Lot 118
Dubois, PA 15801

Jerry A. Miles
333 Treasure Lake
Dubois, PA 15801

Neil R. Welker, Timothy R. Welker,
and Melissa A. Welker,
C/O Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Respectfully submitted,
~~PHELAN HALLINAN & SCHMIEG, LLP~~

Dated: June 22, 2007

By: 

Daniel G. Schmieg, Esquire
I.D. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

By: DANIEL G. SCHMIEG, ESQUIRE
Atty. I.D. No. 62205
One Penn Center Plaza, Suite1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Plaintiff

: NO.: 05-807-CD

v.

: CLEARFIELD County

Lloyd Light,
A/K/A Lloyd W. Light
Judith Light,
A/K/A Judith Fargo Light,
A/K/A Judith F. Light
Jerry A. Miles

Defendant

CERTIFICATE OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that true and correct copy of the attached Rule to Show Cause dated June 27, 2007 regarding Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc, was served upon the following:

FILED NO. CC
JUL 17 2007
William A. Shaw
Prothonotary/Clerk of Courts

Lloyd Light, A/K/A Lloyd W. Light
And Judith Light, A/K/A Judith Fargo Light,
A/K/A Judith F. Light:

333 Treasure Lake
Dubois, PA 15801

128 Two Turtles Road, Section 1, Lot 118
Dubois, PA 15801

Jerry A. Miles
333 Treasure Lake
Dubois, PA 15801

Neil R. Welker, Timothy R. Welker,
and Melissa A. Welker,
C/O Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

Dated: 7-16-07

By: 
Daniel G. Schmieg, Esquire
I.D. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

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

JUN 28 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.

CIVIL DIVISION

NO.: 05-807-CD

Plaintiff

v.

Lloyd Light,
A/K/A Lloyd W. Light
Judith Light,
A/K/A Judith Fargo Light,
A/K/A Judith F. Light
Jerry A. Miles

Defendants

RULE

AND NOW, this 27 day of June, 2007, a Rule is entered upon Neil R. Welker, Timothy R. Welker, and Melissa A. Welker, to show cause why the attached Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc, should not be entered.

RULE RETURNABLE the 9th day of August, 2007. @ 10:00 A.M. in Courtroom #1, Clearfield County Courthouse.

By the Court:

/S/ Fredric J Ammerman

J.

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

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.,
Plaintiff

vs.

Lloyd Light, A/K/A Lloyd W. Light,
Judith Light, A/K/A/ Judith Fargo Light,
A/K/A/ Judith F. Light, Jerry A. Miles,
Defendants

No. 05-807-CD

Type of Pleading: Certificate of Service

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Ct. I.D. 28307

15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

Opposing Counsel of Record:

Kevin M. Kane, Esquire
Phelan Hallinan & Schmieg, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000
Attorney for Plaintiff

FILED ^{no cc}
03/01/07
JUL 20 2007
LM

William A. Shaw
Prothonotary/Clerk of Courts

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

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.,
Plaintiff

vs.

No. 05-807-CD

Lloyd Light, A/K/A Lloyd W. Light,
Judith Light, A/K/A/ Judith Fargo Light,
A/K/A/ Judith F. Light, Jerry A. Miles,
Defendants

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 19th day of July, 2007, I caused to be served a true and correct copy of the Motion for Continuance of Return of Rule by Neil R. Welker, Timothy R. Welker and Melissa A. Welker on the following and in the manner indicated below:

By United States Mail,
Addressed as Follows:

Kevin M. Kane, Esquire
Phelan Hallinan & Schmieg, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103

Date:

7/20/07



Kim C. Kesner, Esquire

FILED

JUL 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
16 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.,
Plaintiff

vs.

Lloyd Light, A/K/A Lloyd W. Light,
Judith Light, A/K/A/ Judith Fargo Light,
A/K/A/ Judith F. Light, Jerry A. Miles,
Defendants

No. 05-807-CD

Type of Pleading: Motion for Continuance
of Return of Rule by Neil R. Welker,
Timothy R. Welker and Melissa A. Welker

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Ct. I.D. 28307

15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

Opposing Counsel of Record:

Kevin M. Kane, Esquire
Phelan Hallinan & Schmieg, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000
Attorney for Plaintiff

FILED

0 3:12 P.M. CK
JUL 19 2007

4CC TO ATTY.

William A. Shaw
Prothonotary/Clerk of Courts

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

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.,
Plaintiff

vs.

No. 05-807-CD

Lloyd Light, A/K/A Lloyd W. Light,
Judith Light, A/K/A/ Judith Fargo Light,
A/K/A/ Judith F. Light, Jerry A. Miles,
Defendants

MOTION FOR CONTINUANCE OF RETURN OF RULE
BY NEIL R. WELKER, TIMOTHY R. WELKER AND MELISSA A. WELKER

TO: The Honorable Frederic J. Ammerman, President Judge

AND NOW COMES, Neil R. Welker, Timothy R. Welker and Melissa A. Welker, by their attorney Kim C. Kesner, Esquire, and in support of this Motion for Continuances avers as follows:

1. On June 27, 2007, this Court issued a Rule to Neil R. Welker, Timothy R. Welker and Melissa A. Welker ("Welkers") upon Plaintiff's Petition for Supplementary Relief in Aid of Execution to appear on August 9, 2007, to show cause why the Petition should not be granted.
2. The Welkers' counsel, Kim C. Kesner, Esquire is scheduled to be in Maryland on vacation on the date of the Rule Returnable.
3. Because of counsel's unavailability, the Welkers hereby respectfully request a continuance of the Rule Returnable from August 9, 2007.

4. Counsel has conferred with the Deputy Court Administrator who indicated that the matter could be rescheduled for September 13, 2007, consistent with this Court's schedule.
5. In the alternative, the Welkers avers that the issues presented by Plaintiff's Petition are matters of law and not fact and should this Court deny the Motion for Continuance they respectfully request that the Rule be returnable not by appearance but by written answer and a supporting brief. After return of the Rule in this fashion, the Court could schedule argument and/or further proceedings at its election.

WHEREFORE, the Welkers respectfully request this Honorable Court to grant a continuance of the Rule Returnable from August 9, 2007, to September 13, 2007, (or another date chosen by the Court). In the alternative, the Welkers respectfully request that the Rule be returnable not by appearance but by a written answer filed on or before August 9, 2007, with a supporting brief.

Respectfully submitted,



Kim C. Kesner, Esquire

VERIFICATION

I, Kim C. Kesner, Esquire, verify that the statements made in the foregoing petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 , relating to unsworn falsification to authorities.

Date: 7/19/07



Kim C. Kesner, Esquire

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

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.,
Plaintiff

vs.

No. 05-807-CD

Lloyd Light, A/K/A Lloyd W. Light,
Judith Light, A/K/A/ Judith Fargo Light,
A/K/A/ Judith F. Light, Jerry A. Miles,
Defendants

ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of the Motion for Continuance filed by Neil R. Welker, Timothy R. Welker and Melissa A. Welker, said Motion is hereby denied. However, in the alternative, the Order entered by this Court on June 27, 2007, is vacated in part and amended such that the Rule shall be returnable by written answer and supporting brief filed on or before the 9th day of August 2007. Upon review of the written answer and supporting brief as well as Plaintiff's Petition and Plaintiff's brief, this Court shall determine if further proceedings are warranted prior to an adjudication.

BY THE COURT,

CA

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

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.,
Plaintiff

vs.

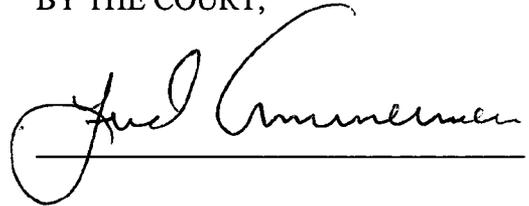
No. 05-807-CD

Lloyd Light, A/K/A Lloyd W. Light,
Judith Light, A/K/A/ Judith Fargo Light,
A/K/A/ Judith F. Light, Jerry A. Miles,
Defendants

ORDER

AND NOW, this 24th day of July, 2007, Neil R. Welker, Timothy R. Welker and Melissa A. Welker are hereby granted a continuance for return of the Rule issued by this Court on June 27, 2007, from August 9, 2007. The Rule shall now be returnable on the 13th day of September, 2007, at 3:30 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,



FILED

012:01601 4cc
JUL 24 2007 Atty Kesner

William A. Shaw
Prothonotary/Clerk of Courts



FILED

JUL 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/24/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____

Defendant(s) _____ Defendant(s) Attorney _____

Special Instructions: _____

UP

FILED
M 110:5334
AUG 01 2007

William A. Shaw
Prothonotary/Clerk of Courts
No CC

By: DANIEL G. SCHMIEG, ESQUIRE
Atty. I.D. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.
Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

v.

NO.: 05-807-CD

Lloyd Light,
A/K/A Lloyd W. Light
Judith Light,
A/K/A Judith Fargo Light,
A/K/A Judith F. Light
Jerry A. Miles
Defendants

CLEARFIELD County

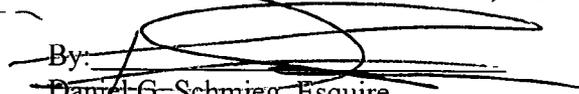
**PRAECIPE TO WITHDRAW PLAINTIFF'S PETITION FOR
SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO
PA.R.CIV.P.3118 TO CONFIRM SALE AND DIVEST INTEREST, NUNC
PRO TUNC**

TO THE PROTHONOTARY:

Kindly withdraw Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to PA.R.CIV.P.3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc.

~~PHILAN HALLINAN & SCHMIEG, LLP~~

Dated: 7-31-07

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

CC: Lloyd Light, A/K/A Lloyd W. Light
Judith Light, A/K/A Judith Fargo Light, A/K/A Judith F. Light
Jerry A. Miles

Neil R. Welker, Timothy R. Welker, and Melissa A. Welker
C/O Kim C. Kesner, Esquire

Rhonda Wisor,
Deputy Court Administrator

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

ATTORNEY FOR PLAINTIFF

JP Morgan Chase Bank, N.A.,
S/B/M With Bank One, N.A.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

Lloyd Light,
A/K/A Lloyd W. Light
Judith Light,
A/K/A Judith Fargo Light,
A/K/A Judith F. Light
Jerry A. Miles

: NO. 05-807-CD

Defendants

FILED *no cc*
m m: 06/30
AUG 09 2007 *(GW)*

William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF 3129 NOTICE BY LIEN CREDITOR
Neil R. Welker, Timothy R. Welker, and Melissa A. Welker

The undersigned, representative of the holder of interest on the mortgaged premises 333
Treasure Lake, City of Dubois, Pennsylvania 15801, on behalf of Neil R. Welker, Timothy R.
Welker, and Melissa A. Welker hereby:

1. Waive the 30 day notice requirement of P.R.C.P. 3129,
2. Acknowledge that the mortgaged premises that was sold by the Sheriff of Clearfield County on October 6, 2006, and
3. Consent to divestiture of its lien as if it has received timely Notice of Sheriff's Sale as required by P.R.C.P. 3129.

Date: 8-2-07

By: *Neil R. Welker*
Neil R. Welker

Date: 8-2-07

By: *Timothy R. Welker*
Timothy R. Welker

Date: 8-2-07

By: *Melissa A. Welker*
Melissa A. Welker