

05-1358-CD

Wells Fargo vs Patrick A. Shea

Wells Fargo Bank vs. Patrick A. Shea
2005-1358-CD

Date: 8/9/2006
Time: 03:54 PM
Page 1 of 2

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2005-01358-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank, N.A., Wells Fargo Home Mortgage, Inc. vs. Patrick A. Shea

Mortgage Foreclosures

Date		Judge
9/1/2005	New Case Filed. Filing: Complaint in Mortgage Foreclosure, situated in the City of DuBois. Paid by: Wells Fargo Bank, N.A. (plaintiff) Receipt number: 1907613 Dated: 09/01/2005 Amount: \$85.00 (Check) 4CC Shff.	No Judge No Judge
9/29/2005	Filing: Praeclipe To Reinstate Civil Action/Mortgage Foreclosure Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank, N.A.) Receipt number: 1909190 Dated: 09/29/2005 Amount: \$7.00 (Check) Filed by s/ Francis S. Hallinan, Esquire. No CC, 1 Compl. Reinstated to Shff	No Judge
10/28/2005	Answer to Complaint, filed by s/ Patrick A. Shea. 2CC deft.	No Judge
1/6/2006	Sheriff Return, September 30, 2005 at 2:23 pm served the within Complaint in Mortgage Foreclosure on Patrick A. Shea. September 23, 2005, Sheriff of Lawrence County was Deputized. September 30, 2005 Attempted to serve the within Complaint in Mortgage Foreclosure on Patrick A. Shea "NOT SERVED". So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Phelan \$85.00 Lawrence County Costs pd by Phelan 0.00	No Judge
2/1/2006	Certificate of Service, filed. That true and correct copies of Plaintiff's Motion for Summary Judgment, Order, Certification of Service, and Attached Exhibits were sent to Patrick Shea, filed by Keri P. Claeys Esq. No CC. Motion For Summary Judgment, s/Keri P. Claeys, Esquire. No CC	No Judge No Judge
2/6/2006	Order, NOW, this 3rd day of Feb., 2006, upon consideration of Plaintiff's Motion for Summary Judgment, a rule is issued upon the Defendant. Argument is scheduled for the 15th day of March, 2006, at 9:30 a.m. in Courtroom no. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Claeys	Fredric Joseph Ammerman
3/2/2006	Certification of Service, filed. That a true and correct copy of the Scheduling Order for Plaintiff's Preliminary Objections dated February 3, 2006 was served on Defendant, Patrick A. Shea, filed by s/ Keri P. Claeys Esq. No CC.	Fredric Joseph Ammerman
3/15/2006	Order, NOW, this 15th day of March, 2006, Ordered that an in rem judgment is entered in favor of Plaintiff and against Defendant for \$34,679.08 plus interest from August 31, 2005 at the rate of \$6.25 per diem and other costs and charges collectible under the mortgage, for foreclosure and sale of the mortgaged property. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Sobel, 1CC Def. (address above). Atty. Sobel informed we would send a cerified to Def. (no memo)	Fredric Joseph Ammerman
5/16/2006	Filing: Praeclipe For Writ of Execution (Mortgage Foreclosure) Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank, N.A.) Receipt number: 1913824 Dated: 05/16/2006 Amount: \$20.00 (Check) Judgment Amount: \$36,010.33. Filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs w/prop. descr. to Shff	Fredric Joseph Ammerman
6/23/2006	Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford, Esquire. No CC	Fredric Joseph Ammerman
6/26/2006	Order, NOW, this 23 day of June, 2006, upon consideration of Plaintiff's Motion to Reassess Damages, a Rule is hereby issued upon Def. Argument is scheduled for the 14th day of August, 2006, at 9:30 a.m. in Courtroom No. 2. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Bradford	Fredric Joseph Ammerman

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2006-00949-CD	Collins, Marty K.	07/21/2006	DJ Transcript Judgment	Vacated	07/21/2006
2006-01132-CD	LNV Funding, Inc.	07/17/2006	In favor of: Plaintiff	Judgment amount or comment:	07/17/2006
2006-01140-CD	Linglie, Dennis L.	07/17/2006	In favor of: Plaintiff	Judgment amount or comment:	07/17/2006
2006-01145-CD	Linglie, Ralph G., Jr.	07/18/2006	DJ Transcript Judgment	Plaintiff	07/18/2006
2006-01145-CD	Gerts, Jessica M.	07/17/2006	DJ Transcript Judgment	Plaintiff	07/17/2006
2006-01155-CD	Cooks, Anthony Lee Jr.	07/18/2006	DJ Transcript Judgment	Plaintiff	07/18/2006
2006-01160-CD	Cooks, Anthony Lee Jr.	07/20/2006	DJ Transcript Judgment	Plaintiff	07/20/2006
2006-01160-CD	Warkle, Steven A.	07/20/2006	DJ Transcript Judgment	Plaintiff	07/20/2006
2006-01160-CD	Dura-Kan	07/20/2006	Foreign Judgment	Defendant	07/20/2006
2006-01160-CD	Shive, Patrick	07/20/2006	In favor of: Plaintiff	Judgment amount or comment:	07/20/2006
2006-01160-CD	Talon Paint Products, Inc.	07/20/2006	In favor of: Plaintiff	Judgment amount or comment:	07/20/2006

Date: 8/9/2006
Time: 03:54 PM

Page 2 of 2

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2005-01358-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank, N.A., Wells Fargo Home Mortgage, Inc. vs. Patrick A. Shea

Mortgage Foreclosures

Date		Judge
7/7/2006	Certification of Service, filed. That a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of August 14, 2006 has been served on Patrick A. Shea, filed by s/ Michele M. Bradford Esq No CC.	Fredric Joseph Ammerman

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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.

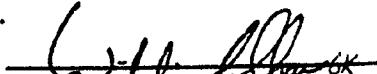
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

09-29-2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary
File #: 121896

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1358-CD

CLEARFIELD COUNTY

FILED *Atty pd.*
M11/00/05 *SP 5.00*
SEP 01 2005 *4ccShff*

William A. Shaw
Prothonotary/Clerk of Courts

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

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

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

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

1. Plaintiff is

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

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.
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 04/01/2005 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	\$30,425.74
Interest	1,150.00
03/01/2005 through 08/31/2005	
(Per Diem \$6.25)	
Attorney's Fees	1,225.00
Cumulative Late Charges	51.18
01/18/2001 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 33,401.92
Escrow	
Credit	0.00
Deficit	1,277.16
Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

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

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

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

10. Plaintiff hereby releases AMY E. SHEA from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 FR WELLS FARGO KOP-PA4

KAREN L. STACK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
P.10
INSTRUMENT NUMBER
200101207

RECORDED ON
JAN 30 2001
19 1 21 35 AM

RECORDING FEES -	\$37.00
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER FEE	\$1.00
IMPROVEMENT FUND	\$1.00
STATE MORT TAX	\$0.50
TOTAL	\$41.50

ADMITTED REAL ESTATE
SERVICES CORPORATION

Prepared By:
Wells Fargo Home Mortgage, Inc.
1001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Data]

Loan ID: 0021922851

MORTGAGE**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **January 18th, 2001** together with all Riders to this document.

(B) "Borrower" is **PATRICK A. SHEA**, as an individual
Amy E. Shea

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

002-6PA1 (0008)

Page 1 of 10

Initials: *pas*VMP MORTGAGE FORMS - 1500-521-7291 *pas*

EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South 52° 30' West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North 37° 30' West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50° feet to a post at East Washington Avenue; thence South 37° 30' East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Longs Addition to the City of Dubois.

For Informational Purposes Only:

Parcel ID: 7.2-3-640

JAN 18 2001 10:58 FR WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

organized and existing under the laws of "The State of California",
 Lender's address is P.O. BOX 5137, DES MOINES, IA 50306

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001
 The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and
 no/100 and no/100 ----- Dollars

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than February 1st, 2016

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
 transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
 Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
 value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

814-371-6685

Page 2 of 16

Wise
AFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.12

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

of

SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL
#7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE
DUBOIS [Street]
(City), Pennsylvania 15501 [Zip Code]

("Property Address"):

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."

SIPAJ (0000)

Page 2 of 16

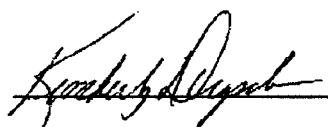
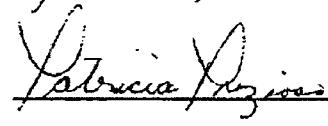
Initials: JAS
AES

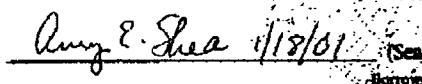
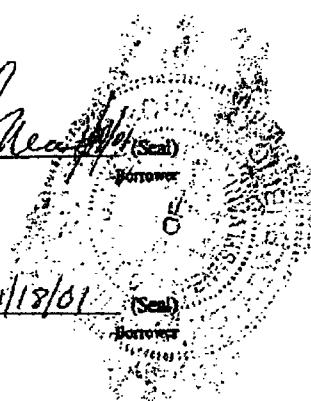
Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.24

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

(Seal)
-Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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: 8-31-05

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

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

MORTGAGE, INC. :
Plaintiff : CLEARFIELD County

vs.

PATRICK A. SHEA : No. 05-1358-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: Daniel Hallin
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: September 28, 2005

/lcf, Svc Dept.
File# 121896

FILED No CL
m 13:30 AM PD:7.00
SEP 29 2005
1 Compl. Reinstated
William A. Shaw
Prothonotary/Clerk of Courts to Shff

FILED

SEP 29 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED

01 3:35 PM
OCT 28 2005

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

Wells Fargo Bank, N.A. : Civil Action - Law
S/B/M to Wells Fargo Home Mortgage, Inc.
3476 Stateview Blvd
Fort Mill, SC 29715 :
Plaintiff :
Vs. : No. 05-1358, C.D.
Patrick A. Shea, :
Defendants :
:

ANSWER TO COMPLAINT

Now comes Defendant, Patrick A. Shea, Pro Se, to provide answer to the above captioned matter, as follows:

Item 1. Agreed

Item 2. Disputed, Plaintiff has been provided with more recent address information than that noted within the Plaintiff's complaint.

Item 3. Agreed

Item 4. Agreed

Item 5. Agreed

Item 6. No Comment.

Item 7. No Comment.

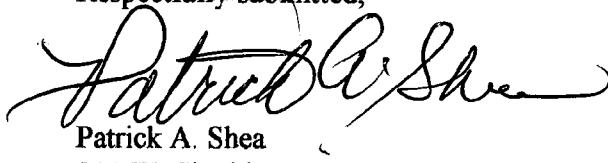
Item 8. Agreed

Item 9. Agreed

Item 10. Disputed. Plaintiff acknowledges in item 3 that Patrick & Amy Shea did make execute and deliver the within referenced mortgage as recorded in the Office of the Recorder of Clearfield County in Mortgage Instrument No. 200101207. Now in item 10 Plaintiff releases said Co-mortgager, Amy E. Shea from liability of the debt incurred. Defendant objects to this effort and prays the Plaintiff show just cause for such effort. The debt was lawfully incurred by Patrick A. and Amy E. Shea, (aka, Amy E. Hughes, Amy E. Yeo and Amy Elizabeth Shea). The debt should be recognized as a lawful marital debt, with an equal burden to both parties.

WHEREFORE, Defendant requests the Honorable Court refuse to enter judgment as requested by Plaintiff and set forth a hearing for the full and proper defense of this matter. The Honorable Court should deny the Plaintiff's efforts to increase the solely named Defendant's financial burden by holding the lawful spouse of their named Defendant harmless.

Respectfully submitted,



Patrick A. Shea
211 W. Sheridan Ave.
New Castle, PA 16105
724-658-1601

DATE: 10/28/05

VERIFICATION

The Defendant acknowledges that all information contained herein is true and correct to the best of his knowledge or belief. Defendant further acknowledges that all statements are subject to penalties as so noted in Pennsylvania Statutes regarding "Unsworn Falsification to Authorities" as found in Title 18, PA C.S.A., Section 4904.

Date: 10/28/05

Patrick A. Shea
Patrick A. Shea

FILED

OCT 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100782
NO: 05-1358-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
VS.
DEFENDANT: PATRICK A. SHEA

SHERIFF RETURN

NOW, September 30, 2005 AT 2:23 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICK A. SHEA DEFENDANT AT MEETING PLACE: EXXON STATION., PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATRICK A. SHEA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
01/31/06
JAN 06 2006
2
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100782
NO: 05-1358-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: PATRICK A. SHEA

SHERIFF RETURN

NOW, September 23, 2005, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
PATRICK A. SHEA.

NOW, September 30, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON PATRICK A. SHEA, DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN MARKED "NOT SERVED"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100782
NO: 05-1358-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
VS.
DEFENDANT: PATRICK A. SHEA

SHERIFF RETURN

NOW, September 23, 2005, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
PATRICK A. SHEA.

NOW, September 30, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON PATRICK A. SHEA, DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN MARKED " NOT SERVED"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100782
NO: 05-1358-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
VS.
DEFENDANT: PATRICK A. SHEA

SHERIFF RETURN

NOW, September 23, 2005, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
PATRICK A. SHEA.

NOW, September 30, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON PATRICK A. SHEA, DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE
PART OF THIS RETURN MARKED "NOT SERVED"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100782
NO: 05-1358-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: PATRICK A. SHEA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	449648	40.00
SHERIFF HAWKINS	PHELAN	449710	45.00
LAWRENCE CO.	PHELAN	449721	0.00

Sworn to Before Me This

____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff



Sheriff's Office Clearfield County

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS
SHERIFF

OFFICE (814) 765-2641 EXT. 5986

AFTER 4:00 P.M. (814) 765-1533

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100782

WELLS FARGO BANK, N.A.

vs.

PATRICK A. SHEA

TERM & NO. 05-1358-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/01/05

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: PATRICK A. SHEA

ADDRESS: 211 WEST SHERIDAN AVE., NEW CASTLE, PA 16105

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, September 23, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PAPERS CAME to us
already expired.



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
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CHIEF DEPUTY
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DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
PAGE 100782

WELLS FARGO BANK, N.A.

TERM & NO. 05-1358-CD

VS.

COMPLAINT IN MORTGAGE FORECLOSURE

PATRICK A. SHEA

SERVE BY: 10/01/05

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: PATRICK A. SHEA

ADDRESS: 212 EAST MOODY AVE., NEW CASTLE, PA 16101

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, September 23, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
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DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100782

TERM & NO. 05-1358-CD

WELLS FARGO BANK, N.A.

COMPLAINT IN MORTGAGE FORECLOSURE

VS.

PATRICK A. SHEA

SERVE BY: 10/01/05

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: PATRICK A. SHEA

ADDRESS: 144 LAKWOOD ROAD, NEW CASTLE, PA 16101

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, September 23, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

Defendants

SEP 01 2005

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

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

We hereby certify that
within to be a true and correct copy of the
original filed of record
FC/SP/2005/09/01

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

1

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

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

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

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

1. Plaintiff is

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

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.
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 04/01/2005 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	\$30,425.74
Interest	1,150.00
03/01/2005 through 08/31/2005	
(Per Diem \$6.25)	
Attorney's Fees	1,225.00
Cumulative Late Charges	51.18
01/18/2001 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	<u>\$ 33,401.92</u>
Escrow	
Credit	0.00
Deficit	1,277.16
Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 FR WELLS FARGO KOP-PA4

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
P. 10
P. INSTRUMENT NUMBER
200101207
RECORDED ON
JAN 30, 2001
121:35 AM
RECORDING FEES - \$75.00
RECORDED
CITY IMPROVEMENT \$1.00
FUND
RECORDED
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$1.50
ADDED 033
CUSTOMER
ADVANCED REAL ESTATE
SERVICES CORPORATION

Prepared By:
Wells Fargo Home Mortgage, Inc.
10001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Date]

Loan ID: 0021922851

MORTGAGE**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18th, 2001 together with all Riders to this document.

(B) "Borrower" is PATRICK A. SHEA, as an individual
Amy E. Shea

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 2039 1/01

-SFAI 0001

Page 1 of 16

Initials: pas

VHP MORTGAGE FORMS - 0000521-7251 AES



EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South $52^{\circ} 30'$ West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North $37^{\circ} 30'$ West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50' feet to a post at East Washington Avenue; thence South $37^{\circ} 30'$ East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Longs Addition to the City of Dubois.

For Informational Purposes Only:

Parcel ID: 7.2-3-640

JAN 18 2001 10:58 AM WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

organized and existing under the laws of "The State of California"
 Lender's address is P.O. BOX 5137 , DES MOINES, IA 50306

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001
 The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and
 no/100 and no/100 ----- Dollars

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than February 1st, 2016

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
 transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
 Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
 value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

814-6685 (PA) 00001

Page 2 of 10

Initials: *PA*
AFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.12

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:
 of
 SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL
 #7.23640

Item #: 7.23640

which currently has the address of

106 E. WASHINGTON AVENUE
 DUBOIS [Street]
 (City), Pennsylvania 15501 [Zip Code]

("Property Address"):

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."

S-PAJ 0000

Page 2 of 10

JDF
ALS

Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PA4 6103549143 TD 817245281879 P.24

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kathy DugayPatricia Dugay

Patrick A. Shea
PATRICK A. SHEA
BORROWER

Amy E. Shea 1/18/01
(Seal)
Borrower

(Seal)
-Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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: 8-31-05

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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
LAWRENCE T. PHELAN

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

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

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

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

1. Plaintiff is

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

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.
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 04/01/2005 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	\$30,425.74
Interest	1,150.00
03/01/2005 through 08/31/2005	
(Per Diem \$6.25)	
Attorney's Fees	1,225.00
Cumulative Late Charges	51.18
01/18/2001 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 33,401.92
Escrow	
Credit	0.00
Deficit	1,277.16
Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

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

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

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

10. Plaintiff hereby releases AMY E. SHEA from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 FR WELLS FARGO KOP-PA4

KAREN L. STACK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
P.10
INSTRUMENT NUMBER
200101207
RECORDED ON
JAN 30 2001
2001 10:21 35 AM
RECORDING FEES - \$39.00
COUNTY IMPROVEMENT \$1.00
FILED
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$41.50
ADVANCED REAL ESTATE
SERVICES CORPORATION

Prepared By:
Wells Fargo Home Mortgage, Inc.
10001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Data]

Loan ID: 0021922851

MORTGAGE**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18th, 2001 together with all Riders to this document.

(B) "Borrower" is PATRICK A. SHEA, as an individual
Amy E Shea

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

-6(PA) 6000

Page 1 of 10

Initials: Pat

VMP MORTGAGE FORMS - 100521-7231 AES



EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South $52^{\circ} 30'$ West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North $37^{\circ} 30'$ West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50° feet to a post at East Washington Avenue; thence South $37^{\circ} 30'$ East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Longs Addition to the City of Dubois.

For Informational Purposes Only:

Parcel ID: 7.2-3-640

JAN 18 2001 10:58 AM WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

organized and existing under the laws of "The State of California",
 Lender's address is P.O. BOX 5137, DES MOINES, IA 50306

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001. The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and Dollars no/100 and no/100 -----

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1st, 2016.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) the damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Wells Fargo PA-1000

Page 2 of 10

Wells *all*
AFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.12

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the [Type of Recording Jurisdiction]
 of [Name of Recording Jurisdiction]
 SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL
 #7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE [Street]
 DUBOIS [City], Pennsylvania 15501 [Zip Code]

("Property Address"):

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."

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Page 14 of 16

JOL
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Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.24

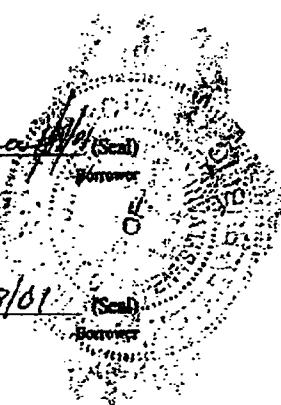
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Karen DugayPatricia Dugay

Patrick A. Shea
PATRICK A. SHEA

Amy E. Shea 1/18/01

(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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: 8-31-05

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *05-1358-CD*

CLEARFIELD COUNTY

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

SEP 01 2005

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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PLAINTIFF WILL OBTAIN AND PROVIDE
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THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
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THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

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HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF
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AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
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REAL ESTATE.**

1. Plaintiff is

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3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.
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 04/01/2005 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	\$30,425.74
Interest	1,150.00
03/01/2005 through 08/31/2005 (Per Diem \$6.25)	
Attorney's Fees	1,225.00
Cumulative Late Charges 01/18/2001 to 08/31/2005	51.18
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Escrow	
Credit	0.00
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Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

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

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

10. Plaintiff hereby releases AMY E. SHEA from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 FR WELLS FARGO KOP-PA4

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
10
Pennsylvania
P. INSTRUMENT NUMBER
200101207
RECORDED ON
JAN 30, 2001
11:21:35 AM
2019
RECORDING FEES - \$1.00
RECORDER
CITY IMPROVEMENT \$1.00
FIRE
RECORDER
IMPROVEMENT FUND
STATE WRIT TAX
TOTAL
ADMITTED REAL ESTATE
SERVICES CORPORATION
CUSTOME
0330

Prepared By:
Wells Fargo Home Mortgage, Inc.
1001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Data]

Loan ID: 0021922851

MORTGAGE**DEFINITIONS**

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Amy E. Sher

Borrower is the mortgagor under this Security Instrument.
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Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

S-PAJ 6000

Page 3 of 10

Name: *pas*

VMP MORTGAGE FORMS - 1500921-7231 AES



EXHIBIT "A"

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For Informational Purposes Only:

Parcel ID: 7.2-3-640

JAN 18 2001 10:58 FR WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

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(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

6103549143

Page 2 of 16

10/1
RFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.12

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the [Type of Recording Jurisdiction]
[Name of Recording Jurisdiction]:
 of
 SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL
 #7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE
 DUBOIS [Street]
[City], Pennsylvania 15501 [Zip Code]

("Property Address"):

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."

814-371-6685

Page 1 of 10

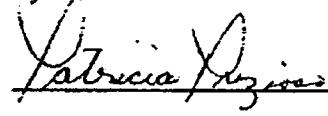
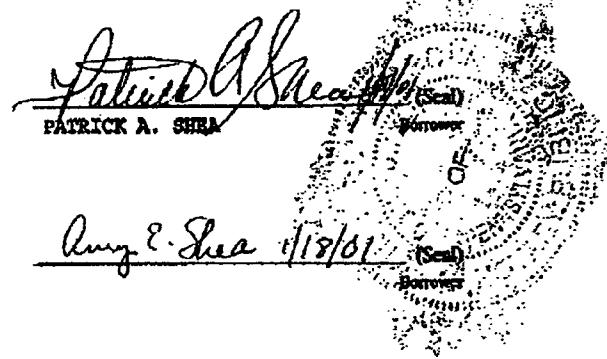
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Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.24

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

PATRICK A. SHEA
(Seal)
Borrower

Aug 18, 2001
(Seal)
Borrower

(Seal)
-Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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: 8-31-05

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

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

Plaintiff

v.

PA
14
N

*Reinstated Complaint not needed
as Defendant was served on
9/30/05*

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1358-CD

CLEARFIELD COUNTY

FILER
COPY
SEP 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

ECLOSURE

As the claims set forth in the following
complaint and notice are served, by
writing with the court your defenses
ed that if you fail to do so the case may
proceed without you and a judgment may be entered against you by the court without further notice for
any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may
lose money or property or other rights important to you.

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

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

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

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

FILER
ATTORNEY FILE COPY
PLEASE RETURN

File #: 121896

9-29-05 Document
Reinstated/Reissued to Sheriff ~~Attorney~~
for service.

William A. Shaw
Prothonotary

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

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

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

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

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

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

1. Plaintiff is

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

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.
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 04/01/2005 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	\$30,425.74
Interest	1,150.00
03/01/2005 through 08/31/2005	
(Per Diem \$6.25)	
Attorney's Fees	1,225.00
Cumulative Late Charges	51.18
01/18/2001 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 33,401.92
Escrow	
Credit	0.00
Deficit	1,277.16
Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

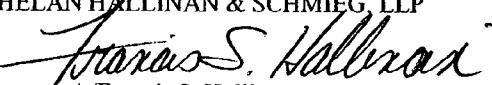
7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

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

10. Plaintiff hereby releases AMY E. SHEA from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 AM WELLS FARGO KOP-PA4

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
P.10
P. INSTRUMENT NUMBER
200101207
RECORDED ON
JUN 30, 2001
11:21:35 AM
RECORDING FEES - \$39.00
RECORDER
CITY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND \$0.50
STATE INR TAX
TOTAL \$41.50
ADMITTED REAL ESTATE
SERVICES CORPORATION
CUSTOMER

Prepared By:
Wells Fargo Home Mortgage, Inc.
1001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Data] Loan ID: 0021922851

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18th, 2001 together with all Riders to this document.

(B) "Borrower" is PATRICK A. SHEA, as an individual
Amy E. Shea

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

©-6(PA) 2000

Page 1 of 10

File# 108

VMP MORTGAGE FORMS - 1000521-J231 AES



EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South 52° 30' West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North 37° 30' West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50° feet to a post at East Washington Avenue; thence South 37° 30' East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Longs Addition to the City of Dubois.

For Informational Purposes Only:

Parcel ID: 7.2-3-640

JAN 18 2001 10:58 FR WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

organized and existing under the laws of **"The State of California"**
 Lender's address is P.O. BOX 5137, DES MOINES, IA 50306

Lender is the mortgagor under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001
 The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and
 no/100 and no/100 Dollars

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than February 1st, 2016

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

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

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 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

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 charges that are imposed on Borrower or the Property by a condominium association, homeowners
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
 transfers.

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(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 the damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
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 value and/or condition of the Property.

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 the Loan.

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Wells Fargo PA 2001

Page 2 of 16

Wells
PA
AFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.12

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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TRANSFER OF RIGHTS IN THE PROPERTY

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SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL
#7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE
DUBOIS [Street]
[City], Pennsylvania 15501 [Zip Code]

("Property Address").

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."

KOP-PA4 0000

Page 3 of 16

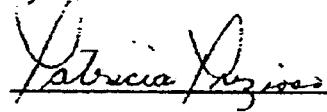
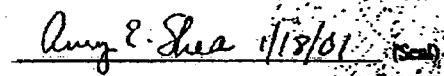
PLS
ALG

Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PR4 6183549143 TO 817245281879 P.24

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


PATRICK A. SHEA
(Seal)
Borrower
Amy E. Shea 1/18/01
(Seal)
Borrower

(Seal)
-Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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: 8-31-05

FILED

JAN 06 2006

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
By: KERI P. CLAEYS, ESQUIRE
Identification No. 91298
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

FILED NO
FEB 12 2006
cc
William A. Shaw
Prothonotary/Clerk of Courts
PA

Wells Fargo Bank, N.A.,
S/B/M to Wells Fargo Home Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715
Plaintiff

vs.

Patrick A. Shea
144 Lakewood Road
New Castle, PA 16101
Defendant

: Court of Common Pleas
: Civil Division
: Clearfield County

: No. 05-1358-CD

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion for Summary Judgment, Order, Certification of Service, and Attached Exhibits were sent via first class mail to the person on the date listed below:

Patrick Shea, Pro Se
211 W. Sheridan Avenue
New Castle, PA 16105

Date: 1/27/06


Keri P. Claeys, Esquire
Attorney for Plaintiff

FILED

FEB 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
By: KERI P. CLAEYS, ESQUIRE
Identification No. 91298
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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FEB 01 2006
67
William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff

Wells Fargo Bank, N.A.,
S/B/M to Wells Fargo Home Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff

vs.

Patrick A. Shea

144 Lakewood Road

New Castle, PA 16101

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 05-1358-CD

MOTION FOR SUMMARY JUDGMENT

Plaintiff respectfully requests that the Court enter an Order granting summary judgment in its favor in the above-captioned matter and in support thereof avers as follows:

1. There are no material issues of fact in dispute.
2. Plaintiff is seeking only an *in rem* judgment in this mortgage foreclosure action.
3. Since Defendant admitted the default in paragraph five of his Answer to the Complaint, summary judgment for Plaintiff is appropriate, as is further addressed in Plaintiff's attached Brief.
4. Defendant, Patrick A. Shea, has filed an Answer to the Complaint in which he has effectively admitted all of the allegations of the Complaint, as is further addressed in Plaintiff's attached Brief.
5. In his Answer, Defendant generally denies paragraph six of the Complaint, which aver the amounts due on the Mortgage. True and correct copies of Plaintiff's Mortgage Foreclosure Complaint, and Defendant's Answer are attached hereto, incorporated herein by reference, and marked as Exhibits C and D, respectively.
6. Defendant has failed to sustain his burden of presenting facts, which contradict the

averments of Plaintiff's Complaint.

7. Defendant admitted in paragraph three of his Answer that he executed the Mortgage. True and correct copies of the Mortgage and Note are attached hereto, made part hereof, and marked Exhibits A and A1, respectively.

8. Defendant executed the Mortgage promising to repay the loan on a monthly basis. A true and correct copy of the Mortgage, which is recorded in the Office of the Recorder of Clearfield County in Mortgage Instrument No. 200101207, is attached hereto, made part hereof, and marked Exhibit A. A true and correct copy of the Note is also attached hereto, made part hereof, and marked Exhibit A1.

9. The Mortgage is due for the April 1, 2005 payment, a period in excess of nine months. An Affidavit confirming the default and the amount of the debt is attached hereto, incorporated herein by reference, and marked as Exhibit B.

10. Plaintiff has complied with Act 6 of 1974, 41 P.S. §403(a), and Act 91 of 1983, 35 P.S. §1680.401c, by sending Defendant the combined notice provided for under Act 91. True and correct copies of the combined notice are attached hereto, made part hereof, and marked as Exhibit E.

11. Defendant is not eligible for Act 91 of 1983 because the mortgaged premises is not the principal residence of the Defendant. 35 P.S. §1680.401c(a)(1). Nevertheless, Plaintiff sent Defendant notice pursuant to Act 91 of 1983. True and correct copies of the Notice of Homeowner's Emergency Mortgage Assistance Program are attached hereto, made part hereof, and marked as Exhibit E.

12. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because Defendant has failed to meet with an authorized credit-counseling agency in accordance with Plaintiff's written notice to Defendant. True and correct copies of the Notice of Homeowner's Emergency Mortgage Assistance Program are attached hereto, made part hereof, and marked Exhibit E.

13. Plaintiff submits that its request for attorney's fees for preparing and prosecuting its foreclosure action, executing on its anticipated judgment, listing the property for Sheriff's Sale, and ensuring

the conveyance of clear title is reasonable. Plaintiff will address this issue further in its attached Brief

14. Defendant has the right to reinstate and/or payoff the loan up until one hour before a
scheduled Sheriff's Sale.

WHEREFORE, Plaintiff respectfully requests that an in rem judgment be entered in its favor for the
amount due plus interest and costs as prayed for in the Complaint, for foreclosure and sale of the mortgaged
property.

Date: 1/27/06

By:

Respectfully submitted,
PHELAN HALLinan & SCHMIEG, LLP


Keri P. Claeys, Esquire
Attorney for Plaintiff

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
P. 10

P. INSTRUMENT NUMBER
200101207
RECORDED ON
JAN 30, 2001
11:21:35 AM

RECORDING FEES - \$39.00
RECORDER RECORDER
COUNTRY IMPROVEMENT FUND \$1.00
FUND RECORDER
RECORDER IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$41.50
0311 CUSTOMER
ADVANCED REAL ESTATE
SERVICES CORPORATION

Prepared By:
Wells Fargo Home Mortgage, Inc.
1001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Data]

Loan ID: 0021922851

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18th, 2001, together with all Riders to this document.
 (B) "Borrower" is PATRICK A. SHEA, as an individual
 Amy E. Shea

Borrower is the mortgagor under this Security Instrument.
 (C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

VMP-6(PA) (0008)

Page 1 of 16

Initials: pasVMP MORTGAGE FORMS - 18001521-7291 aes

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **COUNTY** [Type of Recording Jurisdiction] **CLEARFIELD** [Name of Recording Jurisdiction]
of **SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL**
#7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE [Street]
DUBOIS [City], Pennsylvania **15501** [Zip Code]

(*Property Address"):

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."

1-200-6(PA) 10008

Page 3 of 16

Initials: PLS
Als

Form 3039 1/01

organized and existing under the laws of "The State of California"
Lender's address is P.O. BOX 5137 , DES MOINES, IA 50306

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001
The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and
no/100 and no/100 ----- Dollars

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than February 1st, 2016

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagor and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagor and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

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

24. 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.

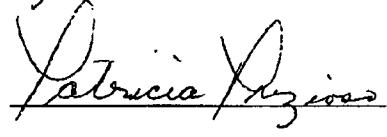
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. 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.

27. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



PATRICK A. SHEA

(Seal)
-Borrower(Seal)
-Borrower

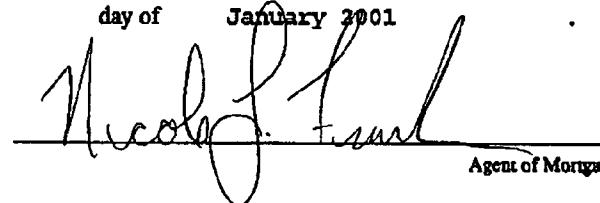
(Seal)
-Borrower

Certificate of Residence

I, Nicole L. Frank, do hereby certify that
 the correct address of the within-named Mortgagor is 108 East Washington Ave

Dubois PA 15801

Witness my hand this 18th day of January 2001



Agent of Mortgagor

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD Mercer County ss:

On this, the 18th day of January 2001, before me, the
 undersigned officer, personally appeared PATRICK A. SHEA + Amy E. Shea

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

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

Notarial Seal
 Kimberly Drapola, Notary Public
 West Middlesex, Mercer County
 My Commission Expires April 19, 2004

Kimberly Drapola

Notary Public
 Title of Officer

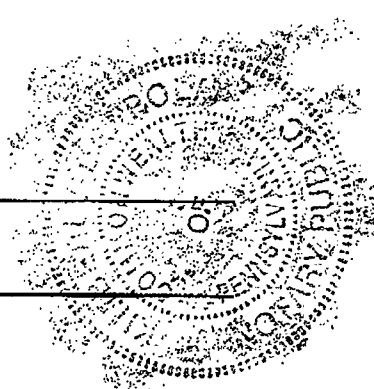


EXHIBIT A1

9007267

119

NOTE

Loan #: 0021922851

January 18th, 2001
[Date]DUBOIS
[City]PENNSYLVANIA
[State]108 E. WASHINGTON AVENUE DUBOIS, PENNSYLVANIA 15501
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

I will make all payments under this Note in the form of cash, check or money order.

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 a payment every month.

I will make my monthly payment on the 1st day of each month beginning on March 1st, 2001. 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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on February 1st, 2016, 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 P.O. BOX 5137

DES MOINES, IA 50306
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. \$ 341.14 .

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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the 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.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from 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 fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(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 mailed to me or delivered by other means.

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of 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.

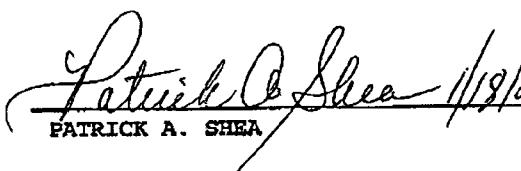
10. UNIFORM SECURED NOTE

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:

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

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 given in accordance with Section 15 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.

 /19/01 (Seal)
PATRICK A. SHEA -Borrower _____ (Seal)
-Borrower

 (Seal)
MARY D. SHEA -Borrower _____ (Seal)
-Borrower

_____ (Seal)
-Borrower _____ (Seal)
-Borrower

_____ (Seal)
-Borrower _____ (Seal)
-Borrower

WITHOUT RE COURSE
PAY TO THE ORDER OF

[Sign Original Only]

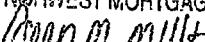
WELLS FARGO HOME MORTGAGE, INC.
F/K/A NORWEST MORTGAGE, INC.

JOAN M. MILLS, VICE PRESIDENT

EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South $52^{\circ} 30'$ West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North $37^{\circ} 30'$ West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50° feet to a post at East Washington Avenue; thence South $37^{\circ} 30'$ East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Longs Addition to the City of Dubois.

For Informational Purposes Only:
Parcel ID: 7.2-3-640

EXHIBIT B

PLAINTIFF'S AFFIDAVIT IN SUPPORT OF ITS
MOTION FOR SUMMARY JUDGMENT

STATE OF South Carolina)
ss.
COUNTY OF York)

____ Steven Patrick____, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Vice President Loan Documentation at Wells Fargo Home Mortgage, Inc., mortgage servicing agent for Plaintiff in the within matter.

2. In said capacity, I am familiar with the account that forms the basis of the instant foreclosure action and am authorized to give this Affidavit.

3. I am the custodian of records for the within matter.

4. All proper payments made by Defendant have been credited to Defendant accounts.

5. Defendant's mortgage payments due April 1, 2005 and each month thereafter are due and unpaid.

6. The amounts due on the mortgage were correctly stated in the Complaint as follows:

Principal Balance	\$30,425.74
Interest	\$1,150.00
March 1, 2005 through August 31, 2005	
(Per Diem \$6.25)	
Attorney's Fees	\$1,225.00
Cumulative Late Charges	\$51.18
January 18, 2001 to August 31, 2005	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$33,401.92
Escrow Credit	\$0.00
Escrow Deficit	<u>\$1,277.16</u>
TOTAL	\$34,679.08

7. Mortgagor has failed to reinstate the account or offer any reasonable solution to cure the arrears on the past due mortgage payments.

8. Plaintiff provided mortgagor with a Notice of Intention to Foreclose Mortgage, but Defendant did not take the necessary affirmative steps to avoid foreclosure.

9. Plaintiff continues to suffer unjust financial losses as it pays the taxes and insurance on the property as they become due to avoid a tax upset sale and/or loss to its collateral, all of which accrues to the benefit of Defendant and to the severe detriment of Plaintiff.

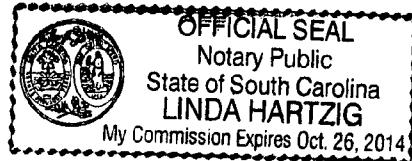
10. Plaintiff properly accelerated its mortgage to protect its interests.

S. D. S.

Name: Steven Patrick
Title: Vice President Loan
Documentation
Wells Fargo Home Mortgage, Inc.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27 DAY
OF December, 2005.

Linda Hartzig
NOTARY PUBLIC



File Name and Number: Patrick A. Shea, Account No. 9007364

EXHIBIT C

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

RETERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1358-CD

CLEARFIELD COUNTY

FILED
COPIED
SEP 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

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.

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

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

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

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

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

1. Plaintiff is

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

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.

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 04/01/2005 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	\$30,425.74
Interest 03/01/2005 through 08/31/2005 (Per Diem \$6.25)	1,150.00
Attorney's Fees	1,225.00
Cumulative Late Charges 01/18/2001 to 08/31/2005	51.18
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 33,401.92
Escrow	
Credit	0.00
Deficit	1,277.16
Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

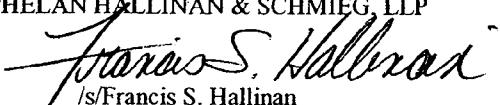
7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

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

10. Plaintiff hereby releases AMY E. SHEA from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 FR WELLS FARGO KOP-PA4

P.10
INSTRUMENT NUMBER
200101207
RECORDED ON
JAN 30 2001
11:21:35 AM
RECORDED BY
REPORTING FEES - \$75.00
RECORDED
COURT IMPROVEMENT \$1.00
FUND
RECORDED
RECORDED
IMPROVEMENT FUND
STATE WRIT TAX
TOTAL
TOTAL
CUSTOMER
ADVANCED REAL ESTATE
SERVICES CORPORATION

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

Prepared By:
Wells Fargo Home Mortgage, Inc.
1001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Type Above This Line For Recording Data] Loan ID: 0021922851

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18th, 2001 together with all Riders to this document.

(B) "Borrower" is PATRICK A. SHEA, as an individual
Amy E. Shea

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

GSA - SPA1 6002

Page 1 of 16

Initials: *PAS*

VMP MORTGAGE FORMS - 0009321-7231 AES



EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South $52^{\circ} 30'$ West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North $37^{\circ} 30'$ West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50° feet to a post at East Washington Avenue; thence South $37^{\circ} 30'$ East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Long's Addition to the City of Dubois.

For Informational Purposes Only:

Parcel ID: 7.2-3-640

*JAN 18 2001 10:58 FR WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

organized and existing under the laws of "The State of California",
 Lender's address is P.O. BOX 5137, DES MOINES, IA 50306

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001
 The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and

Dollars no/100 and no/100 -----

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than February 1st, 2016

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeownership
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
 transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
 Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
 value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

814-371-6685

Page 2 of 16

Initials *PA*
AFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.12

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

of
SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL
#7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE [Street]

DUBOIS [City], Pennsylvania 15501 [Zip Code]

("Property Address"):

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."

SIFAJ 6685

Page 2 of 10

PDS
AES

Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P-24

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kathy DyePatricia Dye

Patrick A. Shea (Seal)
PATRICK A. SHEA
Borrower

Amy E. Shea 1/18/01 (Seal)
Amy E. Shea
Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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.

31/ll
Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 8-31-05

EXHIBIT D

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

Wells Fargo Bank, N.A. : Civil Action - Law
S/B/M to Wells Fargo Home Mortgage, Inc.
3476 Stateview Blvd
Fort Mill, SC 29715 :
Plaintiff :
Vs. :
Patrick A. Shea, :
Defendants :
:

FILED

01 3:35 PM

OCT 28 2005

William A. Shaw
Prothonotary/Clerk of Cour
ACC def.

ANSWER TO COMPLAINT

Now comes Defendant, Patrick A. Shea, Pro Se, to provide answer to the above captioned matter, as follows:

Item 1. Agreed

Item 2. Disputed, Plaintiff has been provided with more recent address information than that noted within the Plaintiff's complaint.

Item 3. Agreed

Item 4. Agreed

Item 5. Agreed

Item 6. No Comment.

Item 7. No Comment.

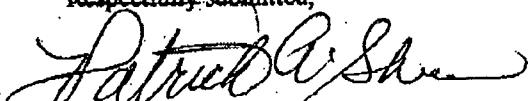
Item 8. Agreed

Item 9. Agreed

Item 10. Disputed. Plaintiff acknowledges in item 3 that Patrick & Amy Shea did make execute and deliver the within referenced mortgage as recorded in the Office of the Recorder of Clearfield County in Mortgage Instrument No. 200101207. Now in item 10 Plaintiff releases said Co-mortgagor, Amy E. Shea from liability of the debt incurred. Defendant objects to this effort and prays the Plaintiff show just cause for such effort. The debt was lawfully incurred by Patrick A. and Amy E. Shea, (aka, Amy E. Hughes, Amy E. Yeo and Amy Elizabeth Shea). The debt should be recognized as a lawful marital debt, with an equal burden to both parties.

WHEREFORE, Defendant requests the Honorable Court refuse to enter judgment as requested by Plaintiff and set forth a hearing for the full and proper defense of this matter. The Honorable Court should deny the Plaintiff's efforts to increase the solely named Defendant's financial burden by holding the lawful spouse of their named Defendant harmless.

Respectfully submitted,



Patrick A. Shea
211 W. Sheridan Ave.
New Castle, PA 16105
724-658-1601

DATE: 10/28/05

VERIFICATION

The Defendant acknowledges that all information contained herein is true and correct to the best of his knowledge or belief. Defendant further acknowledges that all statements are subject to penalties as so noted in Pennsylvania Statutes regarding "Unsworn Falsification to Authorities" as found in Title 18, PA.C.S.A., Section 4904.

Date: 10/28/05

Patrick A. Shea
Patrick A. Shea

EXHIBIT E

Wells Fargo Home Mortgage
P.O. Box 1225
Charlotte, NC 28201-1225



July 11, 2005

7100 4047 5100 2184 8460

PATRICK A SHEA
144 LAKEWOOD RD.
NEW CASTLE PA 16101

000961/472Act91

RE: Wells Fargo Home Mortgage Loan Number 9007364

Mortgagor(s): Patrick A. Shea
Mortgaged Premises: 108 E. Washington Ave.
DuBois, PA 15501

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	Patrick A. Shea
PROPERTY ADDRESS:	108 E. Washington Ave. DuBois, PA 15501
LOAN ACCT. NO.:	9007364
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	WELLS FARGO BANK, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.**

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 108 E. Washington Ave.

DuBois, PA 15501

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>April 2005 - July 2005</u>	<u>\$1,467.40</u>
Other charges (explain/itemize):	<u>Late Charges</u>
Other Fees (if applicable)	<u>\$34.12</u>
Suspense Amount	<u>\$190.00</u>
	<u>\$0.00</u>
TOTAL AMOUNT PAST DUE:	<u>\$1,691.52</u>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,691.52, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Wells Fargo Home Mortgage
Address:	3476 Stateview Boulevard
	Fort Mill, SC 29715
Phone Number:	1-800-766-0987
Fax Number:	803-396-6063
Contact Person:	Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You ____ may or ____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

==

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

000961/472

Wells Fargo Home Mortgage
P.O. Box 1225
Charlotte, NC 28201-1225



July 11, 2005

7100 4047 5100 2184 8477

PATRICK A SHEA
108 E WASHINGTON AVE
DUBOIS PA 15501

000962/472Ac191

RE: Wells Fargo Home Mortgage Loan Number 9007364

Mortgagor(s): Patrick A. Shea
Mortgaged Premises: 108 E. Washington Ave.
DuBois, PA 15501

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	Patrick A. Shea
PROPERTY ADDRESS:	108 E. Washington Ave. DuBois, PA 15501
LOAN ACCT. NO.:	9007364
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	WELLS FARGO BANK, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
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DuBois, PA 15501

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1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

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Contact Person:	Clarice Townsend

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

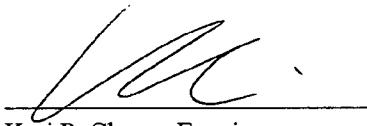
CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

000962/472

VERIFICATION

Keri P. Claeys, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion for Summary Judgment and Brief are true and correct to the best of her knowledge, information, and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

1/27/04
Date



Keri P. Claeys, Esquire
Attorney for Plaintiff

FILED

FEB 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

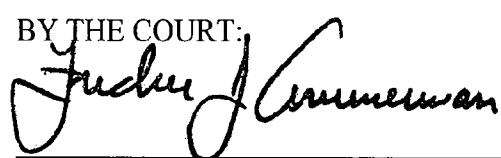
WELLS FARGO BANK, N.A., :
S/B/M TO WELLS FARGO HOME :
MORTGAGE, INC. :
vs. : No. 05-1358-CD
PATRICK A. SHEA :
:

O R D E R

NOW, this 3rd day of February, 2006, upon consideration
of Plaintiff's Motion for Summary Judgment, a Rule is hereby issued upon the
Defendant to Appear and Show Cause why the Motion should not be granted.
Argument is scheduled the 15th day of March, 2006, at
9:30 A.M. in Courtroom No. 1, Clearfield County
Courthouse, Clearfield, PA.

It is the responsibility of Plaintiff's Counsel to serve certified copies of
said Petition and scheduling Order on the Defendant.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED ^{4CC}
01/09/06 ^{Atty Claeys}
FEB 06 2006 ^{GK}

William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 06 2006

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: KERI P. CLAEYS, ESQUIRE
Identification No. 91298
One Penn Center At Suburban Station
1617 J.F.K. Blvd. Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney For Plaintiff

FILED
M 11:24 AM NO
MAR 02 2006
CC
WES

William A. Shaw
Prothonotary/Clerk of Courts

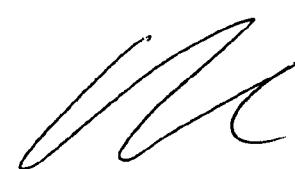
Wells Fargo Bank, N.A.,	:	Court of Common Pleas
S/B/M to Wells Fargo Home Mortgage, Inc.	:	Clearfield County
3476 Stateview Boulevard	:	Civil Division
Fort Mill, SC 29715	:	
v.	:	No. 05-1358-CD
Patrick A. Shea	:	
144 Lakewood Road	:	
New Castle, PA 16101	:	

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Scheduling Order for Plaintiff's Preliminary Objections dated February 3, 2006 was served by regular mail on the Defendant on the date listed below:

Patrick A. Shea, Pro Se
144 Lakewood Road
New Castle, PA 16101

Date: 2/27/06



Keri P. Claeys, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.,

S/B/M to Wells Fargo Home Mortgage, Inc.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

vs.

Patrick A. Shea

144 Lakewood Road

New Castle, PA 16101

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 05-1358-CD

ORDER

AND NOW, this *15th* day of *March*, 2006 upon consideration of

Plaintiff's Motion for Summary Judgment and Brief in Support thereof, and upon consideration of the Response, if any, filed by Defendant, the Court determines that Plaintiff is entitled to Summary Judgment as a matter of law, and it is hereby:

ORDERED and DECREED that an in rem judgment is entered in favor of Plaintiff and against Defendant, Patrick A. Shea, for \$34,679.08 plus interest from August 31, 2005 at the rate of \$6.25 per diem and other costs and charges collectible under the mortgage, for foreclosure and sale of the mortgaged property.

BY THE COURT:

Judie J. Zimmerman
J.

FILED *cc: Atty Sobel*
0/9/2006 *cc: Def.*
MAR 15 2006 *(address above)*

William A. Shaw
Prothonotary/Clerk of Courts

I informed Atty Sobel
we would send a
certified to Def.
(no memo)

(initials)

FILED

MAR 15 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

**Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.**

vs.

Patrick A. Shea

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

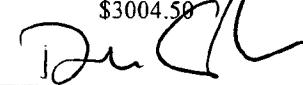
No. 05-1358-CD

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$36,010.33</u>
Interest from 03/31/06 to Date of Sale (\$6.25 per diem)	<u>112.00</u>
Additional Costs	<u>Prothonotary costs</u>
	<u>\$3004.50</u>


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

Note: Please attach description of Property.

ARD

FILED Atty pd. 20.00
MAY 16 2006 ICC & 6 wnts w/
prop. descr. to
William A. Shaw
Prothonotary/Clerk of Courts
Shft
(6K)

No. 05-1358-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

vs.

Patrick A. Shea

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)



Attorney for Plaintiff(s)

Address: 108 East Washington Avenue, Dubois, PA 15801
Where papers may be served.

DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

Being Parcel # 003-000-00640

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Patrick A. Shea, by Deed from Daniel Y. Strohmeier and Mary E. Strohmeier, husband and wife, dated 1-24-00, recorded 2-2-00, Instrument No. 200001474.

Wells Fargo Bank, N.A., S/B/M To Wells
Fargo Home Mortgage, Inc.

CLEARFIELD COUNTY

No.: 05-1358-CD

VS.

Patrick A. Shea

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

Wells Fargo Bank, N.A., S/B/M To Wells Fargo Home Mortgage, Inc., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 108 East Washington Avenue, Dubois, PA 15801:

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

Patrick A. Shea 108 East Washington Avenue
Dubois, PA 15801

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

May 10, 2006

CLEARFIELD COUNTY

Wells Fargo Bank, N.A., S/B/M To Wells
Fargo Home Mortgage, Inc.

No.: 05-1358-CD

vs.

Patrick A. Shea

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

Wells Fargo Bank, N.A., S/B/M To Wells Fargo Home Mortgage, Inc., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 108 East Washington Avenue, Dubois, PA 15801:

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

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

None.

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

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

None.

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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

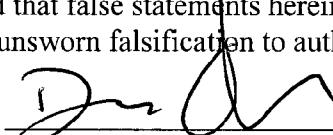
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant	108 East Washington Avenue Dubois, PA 15801
-----------------	--

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

May 10, 2006

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
ONE PENN CENTER AT
SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

Wells Fargo Bank, N.A., S/B/M To Wells
Fargo Home Mortgage, Inc.

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

No.: 05-1358-CD

vs.

CLEARFIELD COUNTY

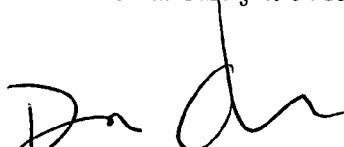
Patrick A. Shea

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- an FHA Mortgage
- non-owner occupied
- vacant
- Act 91 procedures have been fulfilled

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

vs.

Patrick A. Shea

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 05-1358-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

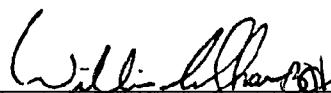
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 108 East Washington Avenue, Dubois, PA 15801

(See legal description attached.)

Amount Due	\$36,010.33
Interest from 03/31/06 to Date of Sale (\$6.25 per diem)	\$ _____
Total	\$ <u>112.00</u> Prothonotary costs
Additional Costs	\$3004.50

Dated 5/16/06
(SEAL)


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:


Deputy

ARD

No. 05-1358-CD

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

Wells Fargo Bank, N.A., S/B/M To Wells Fargo Home Mortgage, Inc.

VS.

Patrick A. Shea

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$36,010.33

Int. from 03/31/06 _____
to Date of Sale (\$6.25 per diem)

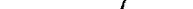
Costs

Prothy. Pd. 112.00

Sheriff

Additional Costs : \$3004.50

PUBLICATIONS RECEIVED


Michael S. Blumstein

Attorney for Plaintiff

Address: 108 East Washington Avenue, Dubois, PA 15801
Where papers may be served.

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

DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

Being Parcel # 003-000-00640

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Patrick A. Shea, by Deed from Daniel Y. Strohmeier and Mary E. Strohmeier, husband and wife, dated 1-24-00, recorded 2-2-00, Instrument No. 200001474.

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Patrick A. Shea

: No. 05-1358-CD

Defendant

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on September 1, 2005, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 31, 2006 in the amount of \$36,010.33. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on August 4, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

64 FILED NO CC
MAY 10 2006
JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

4. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$30,425.74
Interest Through 8/4/06	3,263.47
Per Diem \$6.25	
Late Charges	51.18
Legal fees	1,250.00
Cost of Suit and Title	1,154.50
Sheriff's Sale Costs	2,445.00
Property Inspections	1,522.50
Appraisal/BPO	0.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>4,867.26</u>
TOTAL	\$44,979.65

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Phelan Hallinan & Schmieg, LLP

Date: 8/22/06

By:


Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit "A"

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

FEDERMAN ATTORNEY
ATTORNEY FILE COPY
PLEASE RETURN

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

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

Plaintiff

v.

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO.
CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

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

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

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

1. Plaintiff is

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

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

PATRICK A. SHEA
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

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

3. On 01/18/2001 PATRICK A. & AMY E. SHEA 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: 200101207.
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 04/01/2005 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	\$30,425.74
Interest	1,150.00
03/01/2005 through 08/31/2005	
(Per Diem \$6.25)	
Attorney's Fees	1,225.00
Cumulative Late Charges	51.18
01/18/2001 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 33,401.92
Escrow	
Credit	0.00
Deficit	1,277.16
Subtotal	<u>\$ 1,277.16</u>
TOTAL	\$ 34,679.08

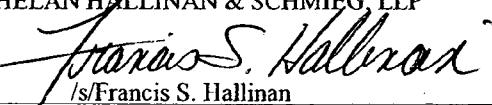
7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

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

10. Plaintiff hereby releases AMY E. SHEA from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,679.08, together with interest from 08/31/2005 at the rate of \$6.25 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

JAN 18 2001 10:58 FR WELLS FARGO KOP-PA4

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
P.18
INSTRUMENT NUMBER
200101207
RECORDED ON
JAN 30, 2001
11:21:35 AM
RECORDER FEES - \$39.00
RECORDER
CITY IMPROVEMENT \$1.00
FILING
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX
TOTAL \$40.50
CUSTOMER
ADVANCED REAL ESTATE
SERVICES CORPORATION

Prepared By:
Wells Fargo Home Mortgage, Inc.
1001 W. 9TH AVENUE
KING OF PRUSSIA, PA 19406

Return To:
MONIQUE NOLL
P.O. BOX 5137
DES MOINES, IA 50306

Parcel Number: 7.23640

[Space Above This Line For Recording Data] Loan ID: 0021922851

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 18th, 2001 together with all Riders to this document.
 (B) "Borrower" is PATRICK A. SHEA, as an individual
Amy E. Shea

Borrower is the mortgagor under this Security Instrument.
 (C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

WPA 6000

Page 1 of 10

Initials: *pas*
AES

VMP MORTGAGE FORMS - 1500721-7231



EXHIBIT "A"

All that certain piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a post on the Southern side of East Washington Ave., and Northeast corner of lot no. 128; thence South 52° 30' West by line of said lot no. 128, 50 feet to a post at corner of lot no. 126; thence North 37° 30' West by line of said lot no. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North, 50° feet to a post at East Washington Avenue; thence South 37° 30' East by line of said East Washington Avenue, 0 feet to a post at corner lot no. 128 and the place of beginning. Being part of Lot no. 125 in J. E. Longs Addition to the City of Dubois.

For Informational Purposes Only:

Parcel ID: 7.2-3-640

JAN 18 2001 10:58 FR WELLS FARGO KDP-PA4 6103549143 TO 817245281879 P.11

organized and existing under the laws of "The State of California",
 Lender's address is P.O. BOX 5137, DES MOINES, IA 50306

Lender is the mortgagor under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated January 18th, 2001
 The Note states that Borrower owes Lender Thirty Six Thousand Eight Hundred and
 Dollars no/100 and no/100 -----

(U.S. \$ 36,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic
 Payments and to pay the debt in full not later than February 1st, 2016

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
 Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
 due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
 Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
 ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
 non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
 charges that are imposed on Borrower or the Property by a condominium association, homeownership
 association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
 check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
 instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
 or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
 machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
 transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
 by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
 damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
 Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
 value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
 the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
 Note, plus (ii) any amounts under Section 3 of this Security Instrument.

814-371-6685

Page 2 of 10

WDBS
RFS

Form 3039 1/01

JAN 18 2001 10:59 AM WELLS FARGO KOP-PA4 6103549143 TO B17245281879 P.12

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

of

SEE ATTACHED LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF. PARCEL

#7.23640

Item #: 7.23640

which currently has the address of

108 E. WASHINGTON AVENUE [Street]
DUBOIS [City], Pennsylvania 15501 [Zip Code]

("Property Address"):

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."

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Page 2 of 16

for
AES

Form 3039 1/01

JAN 18 2001 11:04 FR WELLS FARGO KOP-PA4 6103549143 TO 817245281879 P.24

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kathy DugayPatricia Diaz

Patrick A. Shea
PATRICK A. SHEA
(Seal)
Borrower

Amy E. Shea 1/18/01
AMY E. SHEA 1/18/01
(Seal)
Borrower



(Seal)
Borrower

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

PREMISES BEING: 108 EAST WASHINGTON AVENUE

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: 8-31-05

Exhibit “B”

PHELAN HALLINAN & SCHMIEG, LLP
By: DANIEL G. SCHMIEG
Identification No. 62205
One Penn Center Plaza
1617 JFK Boulevard, Ste.1400
Philadelphia, PA 19103
(215) 320-0007

Attorney for Plaintiff

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

vs.

**PATRICK A. SHEA
108 EAST WASHINGTON AVENUE
DUBOIS, PA 15801**

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
:
: CIVIL DIVISION
:
: NO. 05-1358-CD
:
:

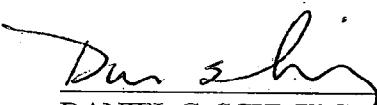
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against **PATRICK A. SHEA**, Defendant for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$34,679.08
Interest - 8/31/2005 TO 3/31/2006	<u>\$1,331.25</u>
TOTAL	\$36,010.33

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



DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: _____

PHS# 121896

PRO PROTHY

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 10/22/10

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

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

ATTORNEY FOR PLAINTIFF

Plaintiff : Court of Common Pleas
vs. : Civil Division
Patrick A. Shea : Clearfield County
Defendant : No. 05-1358-CD

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages and Brief
in Support thereof were sent to the following individual on the date indicated below.

Patrick A. Shea
108 East Washington Avenue
DuBois, PA 15801

Patrick A. Shea
144 Lakewood Road
New Castle, PA 16101

Patrick A. Shea
211 West Sheridan Avenue
New Castle, PA 16105

Patrick A. Shea
212 East Moody Avenue
New Castle, PA 16101

DATE: 6/22/06

By:

Phelan Hallinan & Schmieg, LLP


Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED

JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Patrick A. Shea

: No. 05-1358-CD

Defendant

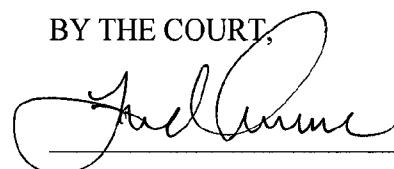
ORDER

AND NOW, this 23 day of June 2006, upon consideration of Plaintiff's Motion to Reassess Damages, a Rule is hereby issued upon Defendant to appear and show cause why the motion should not be granted.

Argument is scheduled for the 14th day of August 2006, at 9:30 in Courtroom No. A. M.

2 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED ^{2cc}
010:01 AM ^{Atty Bradford}
JUN 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUN 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/26/06

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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PHELAN HALLINAN & SCHMIEG
by: MICHELE M. BRADFORD, Esquire
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Patrick A. Shea

: No. 05-1358-CD

Defendants

CERTIFICATION OF SERVICE

I, MICHELE M. BRADFORD, Esquire, hereby certify that a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of five August 14, 2006 has been served upon the following persons:

Patrick A. Shea
108 East Washington Avenue
DuBois, PA 15801

Patrick A. Shea
144 Lakewood Road
New Castle, PA 16101

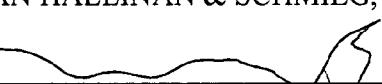
Patrick A. Shea
211 West Sheridan Avenue
New Castle, PA 16105

Patrick A. Shea
212 East Moody Avenue
New Castle, PA 16101

Date: 7/10/06

PHELAN HALLINAN & SCHMIEG, LLP

By:


Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED NOCC
Michele Bradford
JUL 07 2006
2006

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

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

FILED *2cc*
P.O. 53301 AUG 14 2006 Atty Lhota
William A. Shaw
Prothonotary/Clerk of Courts
(Local
Counsel)
(6M)

: Court of Common Pleas

Plaintiff : Civil Division

vs. : Clearfield County

Patrick A. Shea : No. 05-1358-CD

Defendant

ORDER

AND NOW, this 14 day of August, 2006 the Prothonotary is ORDERED to amend
the judgment in this case as follows:

Principal Balance	\$30,425.74
Interest Through 8/4/06	3,263.47
Per Diem \$6.25	
Late Charges	51.18
Legal fees	1,250.00
Cost of Suit and Title	1,154.50
Sheriff's Sale Costs	2,445.00
Property Inspections	1,522.50
Appraisal/BPO	0.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>4,867.26</u>
 TOTAL	 \$44,979.65

Plus interest from 8/4/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

J. A. Lhota
J.

FILED

AUG 14 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

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

vs.

PATRICK A. SHEA

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

No.: 05-1358-CD

FILED
01/11/2006
OCT 26 2006
BPD
Atty Lhota
William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR POSTPONEMENT OF SHERIFF'S SALE

Plaintiff, by its counsel, PHELAN HALLINAN & SCHMIEG LLP, petitions this Honorable Court for a postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for NOVEMBER 3, 2006.
2. Plaintiff has been unable to have the Notice of Sale served upon the Defendant within the thirty day time limit set forth by Pennsylvania Rule of Civil Procedure 3129.
3. A two month postponement of the Sheriff's sale will enable Plaintiff to have the Notice of Sale served upon the Defendant.

WHEREFORE, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to JANUARY 5, 2007.

PHELAN HALLINAN & SCHMIEG LLP

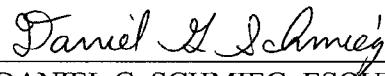
Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

DANIEL G. SCHMIEG, Esquire, hereby states that he is the attorney for the plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of his knowledge, information and belief.

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

Date: October 23, 2006


DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

PHELAN HALLINAN & SCHMIEG LLP

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

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

CLEARFIELD COUNTY

No.: 05-1358-CD

vs.

PATRICK A. SHEA

CERTIFICATION OF SERVICE

I, DANIEL G. SCHMIEG, hereby certify that a copy of the Motion for Postponement of Sheriff's Sale has been sent to the individuals indicated below on October 23, 2006.

PATRICK A. SHEA
211 W. SHERIDAN AVENUE
NEW CASTLE, PA 16105

PHELAN HALLINAN & SCHMIEG LLP

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

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

C

— Lap over margin —

FILED

OCT 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

vs.

PATRICK A. SHEA

CLEARFIELD COUNTY

No.: 05-1358-CD

FILED
O 11:27 a.m. 06
OCT 30 2006

2cc Atty Chota
GR

ORDER

William A. Shaw
Prothonotary/Clerk of Courts

AND NOW, this 27th day of October, 2006, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the said sale is extended to the regularly scheduled CLEARFIELD Sheriff's Sale dated JANUARY 5, 2007.

No further advertising or additional notice to lienholder or defendant is required.

BY THE COURT:



J.

FILED

Oct 30 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-30-06

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:

0A

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

CLEARFIELD COUNTY

No.: 05-1358-CD

vs.

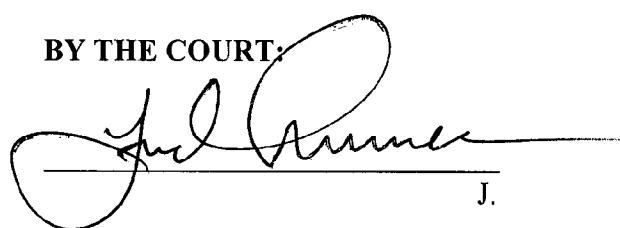
PATRICK A. SHEA

ORDER

AND NOW, this 2nd day of JAN, 2007, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the said sale is extended to the regularly scheduled CLEARFIELD Sheriff's Sale dated APRIL 6, 2007.

No further advertising or additional notice to lienholder or defendant is required.

BY THE COURT:



J. James

FILED *acc*
01/02/2007 Atty
JAN 02 2007
CLEARFIELD Sheriff
William A. Shaw (without
Prothonotary/Clerk of Courts memo)

DATE: 1/21/07

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

JAN 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

CR

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

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

vs.

PATRICK A. SHEA

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

No.: 05-1358-CD

MOTION FOR POSTPONEMENT OF SHERIFF'S SALE

Plaintiff, by its counsel, PHELAN HALLINAN & SCHMIEG LLP, petitions this Honorable Court for a postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for JANUARY 5, 2007.
2. Plaintiff has been unable to have the Notice of Sale served upon the Defendant within the thirty day time limit set forth by Pennsylvania Rule of Civil Procedure 3129.
3. A three month postponement of the Sheriff's sale will enable Plaintiff to have the Notice of Sale served upon the Defendant.

WHEREFORE, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to APRIL 6, 2007.

PHELAN HALLINAN & SCHMIEG LLP

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

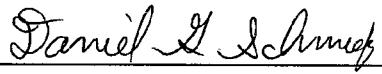
FILED
DEC 29 2006
m/10/45/06
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

DANIEL G. SCHMIEG, Esquire, hereby states that he is the attorney for the plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of his knowledge, information and belief.

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

Date: December 28, 2006


Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

PHELAN HALLINAN & SCHMIEG LLP

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

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

CLEARFIELD COUNTY

No.: 05-1358-CD

vs.

PATRICK A. SHEA

CERTIFICATION OF SERVICE

I, DANIEL G. SCHMIEG, hereby certify that a copy of the Motion for Postponement of Sheriff's Sale has been sent to the individuals indicated below on December 28, 2006.

PATRICK A. SHEA
211 W. SHERIDAN AVENUE
NEW CASTLE, PA 16105

PHELAN HALLINAN & SCHMIEG LLP

Daniel G. Schmiege

DANIEL G. SCHMIEG, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED
DEC 29 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Wells Fargo Bank, N.A., S/B/M to : Court of Common Pleas
Wells Fargo Home Mortgage, Inc. Plaintiff : Civil Division

vs. : Clearfield County

Patrick A. Shea : No. 05-1358-CD

Defendants

RULE

AND NOW, this _____ day of _____ 2006, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to postpone the January 5, 2007 sale to April 6, 2007.

Rule Returnable on the _____ day of _____ 2006, at _____. at the Clearfield County Courthouse, _____, Pennsylvania.

BY THE COURT,

J.

100
FILED
01858601 Atty Schmieg
FEB 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff : CIVIL DIVISION
v. : NO. 05-1358-CD

PATRICK A. SHEA

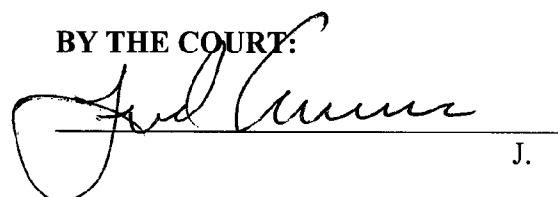
Defendant :

ORDER

AND NOW, this 5 day of Feb, 2007, upon consideration of Plaintiff's Motion for Service of Notice of Sale Pursuant to Special Order of Court and the Affidavit of Good Faith Investigation attached thereto, it is hereby ORDERED that Plaintiff may obtain service of the Notice of Sale on the above-captioned Defendant, PATRICK A. SHEA, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 108 EAST WASHINGTON AVENUE, DUBOIS, PA 15801 and 736 ALTURIA STREET, PITTSBURGH, PA 15216 and 276 TREASURE LAKE, DUBOIS, PA 15801 and 144 LAKEWOOD ROAD, NEW CASTLE, PA 16101.

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

BY THE COURT:

A handwritten signature in black ink, appearing to read "John J. Coughlin".

J.

CC: Daniel G. Schmieg, Esq.
1617 JFK Blvd, Ste. 1400
Philadelphia, PA 19103

PATRICK A. SHEA
108 EAST WASHINGTON AVENUE
DUBOIS, PA 15801

FILED

FEB 06 2007

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

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

Attorney for Plaintiff

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

v.

PATRICK A. SHEA

Plaintiff

Defendant

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: NO. 05-1358-CD

:

:

:

:

:

FILED
M 12:41 PM Atty
FEB 01 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

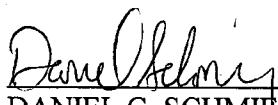
Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendant, **PATRICK A. SHEA**, by certified mail and regular mail to 108 EAST WASHINGTON AVENUE, DUBOIS, PA 15801 and 736 ALTURIA STREET, PITTSBURGH, PA 15216 and 276 TREASURE LAKE, DUBOIS, PA 15801 and 144 LAKEWOOD ROAD, NEW CASTLE, PA 16101, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **APRIL 13, 2007**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendant be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.

3. Attempts to serve Defendant with the Notice of Sale have been unsuccessful, as indicated by the Return of Service attached hereto as Exhibit "A".
4. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 108 EAST WASHINGTON AVENUE, DUBOIS, PA 15801 and 736 ALTURIA STREET, PITTSBURGH, PA 15216 and 276 TREASURE LAKE, DUBOIS, PA 15801 and 144 LAKEWOOD ROAD, NEW CASTLE, PA 16101.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

File Number: 121896

Attorney Firm: Phelan, Hallinan & Schmieg, LLP

Subject: Patrick A. Shea & Amy E. Shea

Property Address: 108 East Washington Avenue, Dubois, PA 15801

Possible Additional Mailing: 736 Alturia Street, Pittsburgh, PA 15216 - Patrick A. Shea

276 Treasure Lake, Dubois, PA 15801 - Amy E. Shea

144 Lakewood Road, New Castle, PA 16101

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

Patrick A. Shea - 200-60-9512

Amy E. Shea - 129-62-3071

B. EMPLOYMENT SEARCH

Patrick A. Shea & Amy E. Shea - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Patrick A. Shea reside(s) at: 736 Alturia Street, Pittsburgh, PA 15216 & Amy E. Shea reside(s) at: 276 Treasure Lake, Dubois, PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Patrick A. Shea & Amy E. Shea, however indicated Dora Shea reside(s) at: 144 Lakewood Road, New Castle, PA 16101. On 11-07-06 our office made several telephone calls to the subject's phone number, (724) 658-1456 and received the following information: automated voicemail.

III. INQUIRY OF NEIGHBORS

- On 11-07-06 our office made several phone calls in an attempt to contact Barbara Vuocolo, at 102 East Washington Avenue, Dubois, PA 15801, (814) 371-6806 and received the following information: hung up.

- On 11-07-06 our office made several phone calls in an attempt to contact Jack Sellers, Jr., at 110 East Washington Avenue, Dubois, PA 15801, (814) 371-2180 and received the following information: answering machine.

- On 11-07-06 our office made several phone calls in an attempt to contact Andrew J. Park, at 111 East Washington Avenue, Dubois, PA 15801, (814) 371-1327 and received the following information: answering machine.

- On 11-07-06 our office made several phone calls in an attempt to contact Candy DeCarlo, at 116 East Washington Avenue, Dubois, PA 15801, (814) 375-4561 and received the following information: unconfirmed.

- On 11-07-06 our office made several phone calls in an attempt to contact William K. Henry, at 137 Lakewood Road, New Castle, PA 16101, (724) 658-7963 and received the following information: answering machine.

- On 11-07-06 our office made several phone calls in an attempt to contact Ron Blews, at 138 Lakewood Road, New Castle, PA 16101, (724) 654-4551 and received the following information: answering machine.

- On 11-07-06 our office made several phone calls in an attempt to contact Richard Graney, at 146 Lakewood Road, New Castle, PA 16101, (724) 652-2424 and received the following information: answering machine.

- On 11-07-06 our office made several phone calls in an attempt to contact D. Cunningham, at 148 Lakewood Road, New Castle, PA 16101, (724) 656-8979 and received the following information: answering machine.

- On 11-07-06 our office made several phone calls in an attempt to contact Richard Williams, at 730 Alturia Street, Pittsburgh, PA 15216, (412) 531-4241 and received the following information: unconfirmed.

- Using both our White Pages data base and our National Address data base our office was unable to locate any neighbors of 276 Treasure Lake, Dubois, PA 15801.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 11-07-06 we reviewed the National Address database and found the following information: Patrick A. Shea & Amy E. Shea- 108 East Washington Avenue, Dubois, PA 15801 .

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: 736 Alturia Street, Pittsburgh, PA 15216, 276 Treasure Lake, Dubois, PA 15801, and 144 Lakewood Road, New Castle, PA 16101.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Patrick A. Shea & Amy E. Shea.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 11-07-06 Vital Records and all public databases have no death record on file for Patrick A. Shea & Amy E. Shea.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Patrick A. Shea & Amy E. Shea residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Patrick A. Shea - 08-16-1966

Amy E. Shea - 10-05-1962

B. A.K.A.

Amy Elizabeth Shea AKA Amy Elizabeth Hughes

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

* Please be advised our 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.

Sworn to and subscribed before me this 7th day of November 2006.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

NORA M. FERRER, Notary Public
City of Philadelphia, Phila. County

My Commission Expires November 22, 2009

Nora M. Ferrer

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

AFFIDAVIT OF SERVICE
PLAINTIFF
Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.
CLEARFIELD COUNTY
F&P. #121896

DEFENDANT
Patrick A. Shea
COURT NO.: 05-1358-CD

SERVE Patrick A. Shea AT:
108 East Washington Avenue
Dubois, PA 15801

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: JANUARY 5, 2007

SERVED

Served and made known to _____, Defendant on the ____ day of _____, 200____, at _____, o'clock __. M., at _____, Commonwealth of Pennsylvania, in the manner described below:

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

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

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

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

Notary: By:

NOT SERVED

On the 12th day of Nov., 2006, at 11:45 o'clock A M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Other: Vacant home - notice of lock change on 2-20-06 - winterized 3-7-06

Sworn to and subscribed
before me this 13th day
of November, 2006.

By: Thomas Holmberg

Notary:

ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
ID.#62205
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
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

412-881-3347

AFFIDAVIT OF SERVICE
CLEARFIELD COUNTY

PLAINTIFF
Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

F&P. #121896

DEFENDANT
Patrick A. Shea

COURT NO.: 05-1358-CD

SERVE Patrick A. Shea AT:
736 ALTURIA STREET
PITTSBURGH, PA 15216

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: JANUARY 5, 2007

SERVED

Served and made known to _____ Defendant on the _____ day of _____, 200____, at _____ o'clock __ M., at _____, Commonwealth of Pennsylvania, in the manner described below:

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

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

I, _____, 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 _____ day
of _____, 200____.

Notary: By:

On the 10 day of NOV, 2006, at 11:20 o'clock A M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

C. O. LarH-OR

Other:

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

Notary:

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETH N. ANTONIAZZI, NOTARY PUBLIC
TOWNSHIP OF CHIPPEWA, BEAVER COUNTY
MY COMMISSION EXPIRES OCTOBER 26, 2009

Beth N. Antoniazz

NOV 10 2006

AFFIDAVIT OF SERVICE

PLAINTIFF

Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

CLEARFIELD COUNTY

F&P. #121896

DEFENDANT

Patrick A. SheaCOURT NO.: 05-1358-CD

SERVE Patrick A. Shea AT:
276 TREASURE LAKE
DUBOIS, PA 15801

TYPE OF ACTION

XX Notice of Sheriff's Sale
 SALE DATE: JANUARY 5, 2007

SERVED

Served and made known to _____, Defendant on the ____ day of _____, 200____, at _____, o'clock __. M., at _____, Commonwealth of Pennsylvania, in the manner described below:

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

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

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

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

Notary: _____ By: _____

NOT SERVED

On the 12th day of NOV., 2006, at 11:54 o'clock A. M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Other: Police / Security say Mr. Shea moved 8-10 yrs ago

Sworn to and subscribed
 before me this 13th day
 of November, 2006.

By: Thomas Holmberg

Notary: _____

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

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

AFFIDAVIT OF SERVICE
CLEARFIELD COUNTY

ORIGINAL

PLAINTIFF

Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

F&P. #121896

DEFENDANT

Patrick A. Shea

COURT NO.: 05-1358-CD

SERVE Patrick A. Shea AT:
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101

TYPE OF ACTION

XX Notice of Sheriff's Sale
SALE DATE: JANUARY 5, 2007

SERVED

Served and made known to _____, Defendant on the ____ day of _____, 200____, at _____, o'clock __. M., at _____, Commonwealth of Pennsylvania, in the manner described below:

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

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

I, _____, 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 ____ day
of _____, 200____.

Notary: _____ By: _____

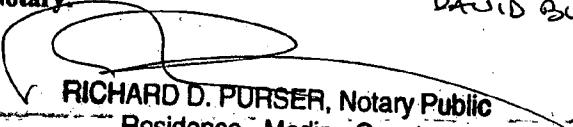
NOT SERVED

On the 21st day of NOVEMBER, 20006 at 2:35 o'clock P.M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Other: A NEIGHBOR STATED THAT PATRICK SHEA'S PARENTS RESIDE AT THE ABOVE ADDRESS + THAT PATRICK SHEA DOES NOT LIVE THERE. HE ALSO STATED THAT HE BELIEVES PATRICK SHEA'S PARENTS WENT TO FLORIDA FOR THE WINTER
Sworn to and subscribed
before me this 15th day of DECEMBER, 20006. By: DAVID BLACKFORD

Notary: _____


RICHARD D. PURSER, Notary Public
Residence - Medina County
State Wide Jurisdiction, Ohio
My Commission Expires 4/5/09

DAVID BLACKFORD

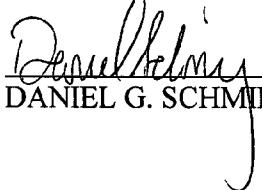
ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
ID.#62205
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

VERIFICATION

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

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

Date: January 31, 2007



DANIEL G. SCHMIEG, ESQUIRE

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

Attorney for Plaintiff

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

Plaintiff

v.

PATRICK A. SHEA

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**
CIVIL DIVISION
NO. 05-1358-CD

Defendant

CERTIFICATE OF SERVICE

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

PATRICK A. SHEA
108 EAST WASHINGTON AVENUE
DUBOIS, PA 15801
and
736 ALTURIA STREET
PITTSBURGH, PA 15216
and
276 TREASURE LAKE
DUBOIS, PA 15801
and
144 LAKEWOOD ROAD
NEW CASTLE, PA 16101



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: January 31, 2007

SALE DATE: APRIL 13, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

**WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE,
INC.** No.: 05-1358-CD

vs.

PATRICK A. SHEA

FILED
MHO:44701
APR 04 2007
NCC
SF
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 Praeclipe for the Writ of Execution was filed the following information concerning the real property located at:

108 EAST WASHINGTON AVENUE, DUBOIS, PA 15801.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and 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 G Schmieg

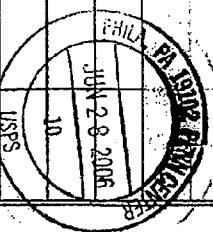
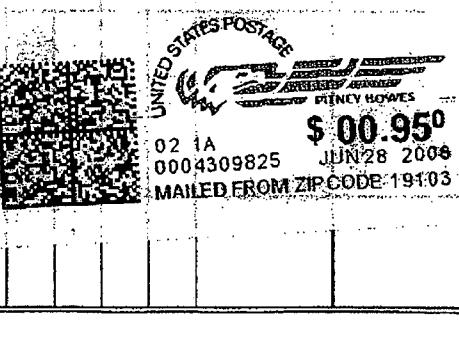
DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 3, 2007

Name and Address Of Sender

PHELAN HALLINAN & SCHMIDT
One Penn Center at Suburban Station
Philadelphia, PA 19103-3814 **JOSEPH GARDELLISARD**

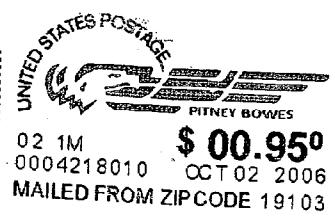
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	Patrick A. Shea	Tenant/Occupant, 108 East Washington Avenue, Dubois, PA 15801		
2	9007364	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4	RAS# 121896			
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R800, 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		PATRICK SHEA, PRO SE 211 W. SHERIDAN AVENUE NEW CASTLE, PA 16105		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12		Re: PATRICK SHEA		
		TEAM 4 PMB		
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	<p>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.</p>	



FILED

APR 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20354

NO: 05-1358-CD

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

vs.

DEFENDANT: PATRICK A. SHEA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/16/2006

LEVY TAKEN 05/30/2006 @ 10:49 AM

POSTED 05/30/2006 @ 10:49 AM

SALE HELD 04/13/2007

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/27/2007

DATE DEED FILED 04/27/2007 5/01/07

PROPERTY ADDRESS 108 EAST WASHINGTON AVENUE DUBOIS , PA 15801

FILED
05/30/07
MAY 01 2007

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

See Page 2

03/13/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BY REG. & CERT MAIL PER COURT ORDER TO 108 EAST WASHINGTON AVENUE, DUBOIS, CLEARFIELD COUNTY PENNSYLVANIA CERT #70060810000145072766. CERT & REG MAIL RETURNED UNCLAIMED 3/19/07.

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

10/16/2006 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, AT 211 WEST SHERIDAN AVENUE, NEW CASTLE, PA BY REG. AND CERT. MAIL CERT #70050390000372351735. RETURNED UNCLAIMED TO SHERIFF OFFICE 11/6/06

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

03/13/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 736 ALTURIA STREET, PITTSBURGH, PA CERT #70060810000145072780. BOTH CERT & REG MAIL RETURNED UNCLAIMED 3/19/07.

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

03/14/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BE REG. & CERT. MAIL PER COURT ORDER TO 276 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT # 70060810000145072735 RETURNED UNCLAIMED 3/21/07. REG MAIL RETURNED UNCLAIMED 3/19/07

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

03/14/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 144 LAKWOOD ROAD, NEW CASTLE, PA 16101 CERT #70060810000145072742 FORWARDED TO 469 KINGWAY, TAVARES, FL 32778 SIGNED FOR BY JOHN SHEA 3/26/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20354
NO: 05-1358-CD

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

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

03/13/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BY REG. & CERT MAIL PER COURT ORDER TO 108 EAST WAHINGTON AVENUE, DUBOIS, CLEARFIELD COUNTY PENNSYLVANIA CERT #70060810000145072766. CERT & REG MAIL RETURNED UNCLAIMED 3/19/07.

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

10/16/2006 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, AT 211 WEST SHERIDAN AVENUE, NEW CASTLE, PA BY REG. AND CERT. MAIL CERT #70050390000372351735. RETURNED UNCLAIMED TO SHERIFF OFFICE 11/6/06

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

03/13/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 736 ALTURIA STREET, PITTSBURGH, PA CERT #70060810000145072780. BOTH CERT & REG MAIL RETURNED UNCLAIMED 3/19/07.

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

03/14/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BE REG. & CERT. MAIL PER COURT ORDER TO 276 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT # 70060810000145072735 RETURNED UNCLAIMED 3/21/07. REG MAIL RETURNED UNCLAIMED 3/19/07

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

03/14/2007 @ SERVED PATRICK A. SHEA

SERVED PATRICK A. SHEA, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 144 LAKEWOOD ROAD, NEW CASTLE, PA 16101 CERT #70060810000145072742 FORWARDED TO 469 KINGWAY, TAVARES, FL 32778 SIGNED FOR BY JOHN SHEA 3/26/07

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

@ SERVED

NOW, JULY 28, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR AUGUST 4, 2006 TO NOVEMBER 3, 2006.

@ SERVED

NOW, OCTOBER 30, 2006 RECEIVED A COURT ORDER TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 3, 2006 TO JANUARY 5, 2007. NO ADDITIONAL ADVERTISING OR NOTICE TO LIENHOLDER.

@ SERVED

NOW, JANUARY 2, 2007 RECEIVED A COURT ORDER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 5, 2007 TO APRIL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20354
NO: 05-1358-CD

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

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$288.61

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


In *Cynthia Butler Aufderheide*
Chester A. Hawkins
Sheriff

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

Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

vs.

Patrick A. Shea

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 05-1358-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

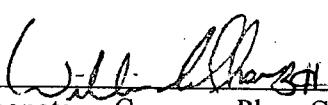
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **108 East Washington Avenue, Dubois, PA 15801**

(See legal description attached.)

Amount Due	\$ <u>36,010.33</u>
Interest from 03/31/06 to Date of Sale (\$6.25 per diem)	\$ _____
Total	\$ _____
Additional Costs	\$ <u>112.00</u> Prothonotary costs \$3004.50



Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 5/16/06
(SEAL)

By:


Deputy

Received May 16, 2006 @ 3:00 P.M.
Chester A. Haufius
By Amherst Butler-Aylenbach

ARD

No. 05-1358-CD

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

Wells Fargo Bank, N.A., S/B/M To Wells Fargo Home Mortgage, Inc.

VS.

Patrick A. Shea

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$36,010.33

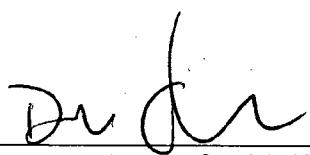
Int. from 03/31/06 _____
to Date of Sale (\$6.25 per diem)

Costs _____

Prothy. Pd. 112.00

Sheriff _____

Additional Costs \$3004.50



Attorney for Plaintiff

Address: 108 East Washington Avenue, Dubois, PA 15801
Where papers may be served.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20354
NO: 05-1358-CD

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

DEFENDANT: PATRICK A. SHEA

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

03/13/2007 @ SERVED PATRICK A. SHEA
SERVED PATRICK A. SHEA, DEFENDANT, BY REG. & CERT MAIL PER COURT ORDER TO 108 EAST WAHINGTON AVENUE, DUBOIS, CLEARFIELD COUNTY PENNSYLVANIA CERT #70060810000145072766. CERT & REG MAIL RETURNED UNCLAIMED 3/19/07.

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

10/16/2006 @ SERVED PATRICK A. SHEA
SERVED PATRICK A. SHEA, DEFENDANT, AT 211 WEST SHERIDAN AVENUE, NEW CASTLE, PA BY REG. AND CERT. MAIL CERT #70050390000372351735. RETURNED UNCLAIMED TO SHERIFF OFFICE 11/6/06

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

03/13/2007 @ SERVED PATRICK A. SHEA
SERVED PATRICK A. SHEA, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 736 ALTURIA STREET, PITTSBURGH, PA CERT #70060810000145072780. BOTH CERT & REG MAIL RETURNED UNCLAIMED 3/19/07.

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

03/14/2007 @ SERVED PATRICK A. SHEA
SERVED PATRICK A. SHEA, DEFENDANT, BE REG. & CERT. MAIL PER COURT ORDER TO 276 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT # 70060810000145072735 RETURNED UNCLAIMED 3/21/07. REG MAIL RETURNED UNCLAIMED 3/19/07

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

03/14/2007 @ SERVED PATRICK A. SHEA
SERVED PATRICK A. SHEA, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 144 LAKWOOD ROAD, NEW CASTLE, PA 16101 CERT #70060810000145072742 FORWARDED TO 469 KINGWAY, TAVARES, FL 32778 SIGNED FOR BY JOHN SHEA 3/26/07

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

@ SERVED
NOW, JULY 28, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR AUGUST 4, 2006 TO NOVEMBER 3, 2006.

@ SERVED
NOW, OCTOBER 30, 2006 RECEIVED A COURT ORDER TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 3, 2006 TO JANUARY 5, 2007. NO ADDITIONAL ADVERTISING OR NOTICE TO LIENHOLDER.

@ SERVED
NOW, JANUARY 2, 2007 RECEIVED A COURT ORDER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 5, 2007 TO APRIL 13, 2007. NO ADDITIONAL ADVERTISING OR NOTICE TO LIENHOLDERS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20354
NO: 05-1358-CD

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

Execution REAL ESTATE

SHERIFF RETURN

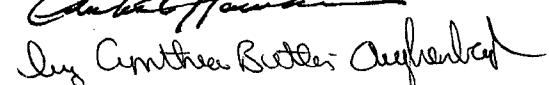
SHERIFF HAWKINS \$288.61

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

Wells Fargo Bank, N.A., S/B/M To Wells Fargo
Home Mortgage, Inc.

vs.

Patrick A. Shea

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 05-1358-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **108 East Washington Avenue, Dubois, PA 15801**

(See legal description attached.)

Amount Due	\$ <u>36,010.33</u>
Interest from 03/31/06 to Date of Sale (\$6.25 per diem)	\$ _____
Total	\$ _____
Additional Costs	\$ <u>3004.50</u> Prothonotary costs <u>112.00</u>


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 5/16/06
(SEAL)

By:


Deputy

Received May 16, 2006 @ 3:00 P.M.
Chester A. Haufius
By Amherst Butler-Ayerley

ARD

No. 05-1358-CD

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

Wells Fargo Bank, N.A., S/B/M To Wells Fargo Home Mortgage, Inc.

VS.

Patrick A. Shea

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$36,010.33

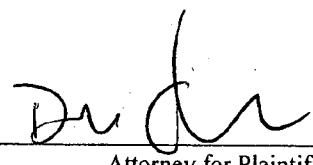
Int. from 03/31/06
to Date of Sale (\$6.25 per diem) _____

Costs _____

Prothy. Pd. 112.00

Sheriff _____

Additional Costs \$3004.50



Attorney for Plaintiff

Address: 108 East Washington Avenue, Dubois, PA 15801
Where papers may be served.

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

DESCRIPTION

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Southern side of East Washington Avenue and Northeast corner of Lot No. 128 (formerly lands of D.L. Nyer); thence South 52 degrees 30 minutes West by line of said Lot No. 128, 50 feet to a post at corner of Lot No. 126; thence North 37 degrees 30 minutes West by line of said Lot No. 126, 50 feet to a post at corner of lands now or formerly of James Harvey; thence North 52 degrees 30 minutes East by line of said lands now or formerly of Harvey, 50 feet to a post at East Washington Avenue; thence South 37 degrees 30 minutes East by line of said East Washington Avenue, 50 feet to a post at corner of Lot No. 128 and the place of beginning. Being part of Lot No. 125 in J.E. Long's Addition to the City of DuBois.

SUBJECT, however to the right of John E. DuBois, his heirs or assigns, to enter upon and repossess the above described premises or by ejectment to dispossess any occupant thereof, should parties of the second part, their heirs or assigns at any time let, sell, assign or use the premises or any part thereof, for the purpose of manufacturing or selling intoxicating liquors thereon.

BEING the same premises conveyed to the Grantors herein by Deed of The United States of America recorded December 23, 1982, in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 866, Page 570.

Being Parcel # 003-000-00640

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Patrick A. Shea, by Deed from Daniel Y. Strohmeier and Mary E. Strohmeier, husband and wife, dated 1-24-00, recorded 2-2-00, Instrument No. 200001474.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME PATRICK A. SHEA

NO. 05-1358-CD

NOW, April 27, 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 April 13, 2007, I exposed the within described real estate of Patrick A. Shea to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	33.79
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$288.61

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	36,010.33
INTEREST @ 6.2500 %	2,362.50
FROM 03/31/2006 TO 04/13/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$38,392.83
COSTS:	
ADVERTISING	1,101.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	288.61
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	112.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,855.61

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

Law Offices
PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Christine.Schoffler@fedphe.com

Christine Schoffler
Judgment Department, Ext. 1286

Representing Lenders in
Pennsylvania and New Jersey

July 28, 2006

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

ATTENTION: CINDY (814) 765-5915

**Re: Wells Fargo Bank, N.A., S/B/M To Wells Fargo Home Mortgage, Inc.
v. Patrick A. Shea
No. 05-1358-CD
108 East Washington Avenue, Dubois, PA 15801**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for AUGUST 4, 2006.

The property is to be relisted for the NOVEMBER 3, 2006 Sheriff's Sale.

Very truly yours,
CQS
Christine Schoffler

VIA TELECOPY (814) 765-5915

CC:

Patrick A. Shea 108 East Washington Avenue Dubois, PA 15801

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

CLEARFIELD COUNTY

No.: 05-1358-CD

vs.

PATRICK A. SHEA

ORDER

FILED
O 11:27 a.m. GK
OCT 30 2006

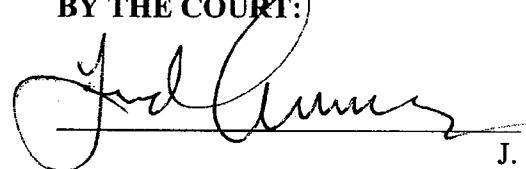
2cc 444g Chot.

William A. Shaw
Prothonotary/Clerk of Courts
(GN)

AND NOW, this 27th day of October, 2006, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the said sale is extended to the regularly scheduled CLEARFIELD Sheriff's Sale dated JANUARY 5, 2007.

No further advertising or additional notice to lienholder or defendant is required.

BY THE COURT:



J.

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

vs.

PATRICK A. SHEA

CLEARFIELD COUNTY

No.: 05-1358-CD

ORDER

AND NOW, this 2nd day of Jan., 2007, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the said sale is extended to the regularly scheduled CLEARFIELD Sheriff's Sale dated APRIL 6, 2007.

No further advertising or additional notice to lienholder or defendant is required.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

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

JAN 02 2007

Attest.

William J. Ammerman
Prothonotary/
Clerk of Courts



CHESTER A. HAWKINS

SHERIFF

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

A standard linear barcode is positioned vertically on the left side of the page. It consists of a series of vertical black bars of varying widths, set against a white background.

Hasler

~~\$ 04.88~~

Indian Engg 16830

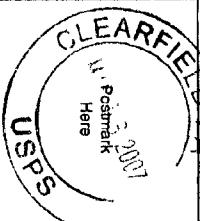
PATRICK A. SHEA
736 ALTURA STREET
PITTSBURGH, PA 15218

NIXIE 152 1 25 03/13/07

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 16830247201 *0132-00266-15-17

168302472



U.S. Postal Service
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

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

Postage	\$
Qualified Fee (Endorsement Required)	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

CLEARFIELD, PA
Postmark
Here

USPS

Sent To
Street, Apt. No.,
or P.O. Box No.
City, State, Zip.4

PS Form 3802, June 2002 See Reverse for Instructions

PS Form 3800, June 2002

See *HaV* 18.113(1)(e).

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

PATRICK A. SHEA
736 ALTURIA STREET
PITTSBURGH PA 15216

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

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

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

7006 0810 0001 4507 2780

(Transfer from service label)

102595-02-M-1540

PS Form 3811, February 2004

Domestic Return Receipt

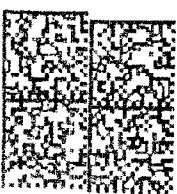


CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hester

016-166-5445
\$00.630
03 16 2007
Mailed From 15th St
US POSTAGE

ANNA
(4)

PATRICK A. SHEA
736 ALTURIA STREET
PITTSBURG

NIXIE

152

1

25 03/15/07

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 16830247201 *1843-06210-13-40

15216+3663-3683034472

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

PATRICK A. SHEA
211 WEST SHERIDAN AVENUE
NEW CASTLE, PA 16105

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

Yes
 No

If YES, enter delivery address below:

If YES, enter delivery address below:

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

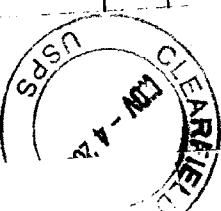
Yes

7005 0390 0003 7235 1735

**2. Article Number
(Transfer from service label)**

Domestic Return Receipt

102595-02-M-1540



PS Form 3811, February 2004



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Haster

04.88
06.13.2007
Mailed from 16930
US POSTAGE

06-1655405

A
C
S

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

RTS
RETURN TO SENDER

VACANT

PATRICK A. SHEA
108 EAST WASHINGTON AVENUE
DUBOIS, PA 15801

VAC

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

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

2766	4507	0810	0810	2766
Postage	\$			
Certified Fee				
(Endorsement Required)				
(Endorsement Required)				
Total Postage & Fees	\$	4.88		

CLEARFIELD, PA
MAY 13 2007
Postmark
Here
U.S.P.S.

Send To

Street, Apt. No.: PATRICK A. SHEA
or P.O. Box No.: 108 EAST WASHINGTON AVENUE
City, State, Zip/44: DUBOIS, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions



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



06/03/05405
\$00.630
03 13/2007
Mailed From 15830
US POSTAGE

vac

PATRICK A. SHEA
108 EAST WASHINGTON AVENUE
DUBOIS, PA 15801

NIXIE

165

1

25 03/16/07

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 16830247201 *1943-05182-13-40

1580142055-015802918472
|||||

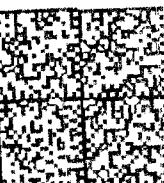


CHESTER A. HAWKINS
SHERIFF

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



7006 0810 0001 4507 2735



Hasler

016-16505405
\$04.88
03/14/2007

Mailed From 16830
US POSTAGE

PATRICK A. SHEA
276 TREASURE LAKE
DUBOIS, PA 15801

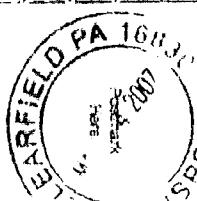
A INSUFFICIENT ADDRESS
 C ATTEMPTED NOT KNOWN
 S NO SUCH NUMBER/ STREET
 OTHER
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

RTS
RETURN TO SENDER

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(*Connexis® Online Insurance Coverage Provided*)

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

0001 4507 2735



Recipient's Name	Patrick Shea
Address	276 Treasure Lake
City, State, Zip	Dubois, PA 15801
Telephone Number	724-238-2100
Delivery Point Routing Number	0810
Total Postage & Fees	\$ 4.88
Sort To	2000
Street, Apt. No. or PO Box No.	276 TREASURE LAKE
City, State, Zip	DUBOIS, PA 15801

PS Form 3800, 12-92, 2002

See Reverse for Instructions

PLACÉ SUR LA PAGE DE RETOUR. FAIRE LA PLACE À LA PAGE DE DESTINATION.
PLACE THE CARD ON THE RETURN PAGE. MAKE ROOM FOR THE DESTINATION PAGE.

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

PATRICK A. SHEA
276 TREASURE LAKE
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

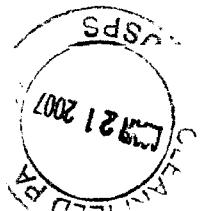
B. Received by (Printed Name)

C. Date of Delivery

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

2. Article Number (Transfer from service label)	7006 0810 0001 4507 2735
PS Form 3811, February 2004	Domestic Return Receipt

10295-02-M-1540



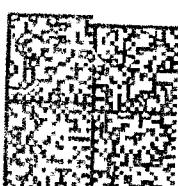


CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hastler

03/14/2007
Mailed From 16830
US POSTAGE

016H16505405

\$00.630

ANH
PATRICK A. SHEA
276 TREASURE LAKE
DUBOIS, PA 15024

NIXXIE 165 1 25 03/17/07

RETURNED TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 16930247201 *1643-01552-14-41
1540149006-74698929472

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY*(Signature)**John Shea* Agent Addressee

B. Received by (Printed Name) *John Shea* **C. Date of Delivery** *3-26-07*

D. Is delivery address different from item 1?

 Yes

If YES, enter delivery address below:

 No

469 King Way
Tavares, FL 32778

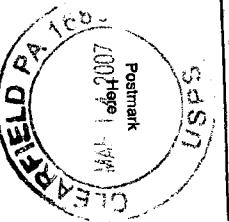
3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes4507 2742
0001 0810
7006 0810

Total Postage & Fees	
Postage	\$ 5.50
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Postage	\$ 4.88



7006	0810	0001	0810	4507	2742
Sent To					
Street, Apt. No. PATRICK A. SHEA					
or PO Box No.					
City, State, ZIP+4 144 LAKWOOD ROAD NEW CASTLE, PA 16101					
PS Form 3800, June 2002					
See Reverse for Instructions					