



Date: 3/8/2007

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:53 AM

ROA Report

Page 1 of 2

Case: 2005-01366-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank Minnesota, NA vs. David E. Blowers III, Marlo A. Blowers

Mortgage Foreclosures

Date		Judge
9/2/2005	New Case Filed.	No Judge
	X Filing: Complaint in Mortgage Foreclosure, situated in the Third Ward of the Borough of Clearfield. Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank Minnesota, NA) Receipt number: 1907723 Dated: 09/02/2005 Amount: \$85.00 (Check) 6CC Shff.	No Judge
12/22/2005	X Filing: Praecipe to Reinstate Civil Action/Mortgage Foreclosure Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank Minnesota, NA) Receipt number: 1911775 Dated: 12/22/2005 Amount: \$7.00 (Check) 1 Reinstated complaint to Atty.	No Judge
	X Motion for Service Pursuant to Special Order of Court, filed by Atty. Schmieg, no cert. copies.	No Judge
12/29/2005	X Order, NOW, this 23rd day of Dec., 2005, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is Ordered that said Motion is Granted. Further Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty	Fredric Joseph Ammerman
1/11/2006	X Sheriff Return, January 10, 2006 after diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to David E. Blowers III. September 27, 2005 at 12:20 pm served the within Complaint in Mortgage Foreclosure on Marlo A. Blowers. January 10, 2006 after diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to David E. Blowers III. September 27, 2005 at 12:20 pm served the within Complaint in Mortgage Foreclosure on Marlo A. Blowers. January 10, 2006 after diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to David E. Blowers III. September 27, 2005 at 12:20 pm served the within Complaint in Mortgage Foreclosure on Marlo A. Blowers. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Phelan \$109.00	No Judge
	X Affidavit of Service of Complaint by mail pursuant to Court Order, filed. That a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent to David E. Blowers III on January 10, 2006, in accordance with the Order of Court dated December 23, 2005, filed by s/ Francis S. Hallinan Esq. No CC.	No Judge
3/24/2006	X Filing: Praecipe for Judgment Paid by: Phelan Hallinan & Schmieg, LLP Receipt number: 1913008 Dated: 3/24/2006 Amount: \$20.00 (Check) Judgment entered against the Defendants in the amount of \$86,697.65 Cert. copy with notice to Defendants and Statement to Atty.	No Judge
4/11/2006	X Filing: Praecipe For Writ of Execution (Mortgage Foreclosure) Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank Minnesota, NA) Receipt number: 1913315 Dated: 04/11/2006 Amount: \$20.00 (Check) Judgment Amount: \$86,697.65 Filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs w/descr. to Shff	No Judge
7/7/2006	X Motion For Service of Notice of Sale Pursuant to Special Order of Court, filed by s/ Daniel G. Schmieg Esq. 1CC Atty.	No Judge
7/12/2006	X Order, NOW, this 10th day of July, 2006, plaintiff may obtain service of the Notice of Sale on Marlo A. Blowers by publication, regular mail and by certified mail, and by posting the mortgaged premises. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Schmieg	No Judge

Date: 3/7/2007  
Time: 11:39 AM  
Page 24 of 34

Clearfield County Court of Common Pleas  
Fees Distribution Report  
CT COMMON PLEAS, Prothonotary CT Location Only  
All Case Types  
From 02/01/2007 08:00 AM to 02/28/2007 05:00 PM  
Sorted by Fee Distribution Type and Effective Date

User: LMILLER

Fee Type: FILING  
Effective Date: 5/8/2006

Writ of Summons - Number of fees collected: 4

Receipt Date	Receipt Number	Proth Co Fees	Depl Rev	Depl Rev	Proth JCP Automation Fee	Proth Total
2/5/2007	11:41 AM 1917511	69.50	.50	10.00	5.00	85.00
Case: 2008-00177-CD						
Payor: Miller, Kristler, Campbell, Miller						
2/12/2007	03:06 PM 1917614	69.50	.50	10.00	5.00	85.00
Case: 2007-00221-CD						
Payor: Richard H. Milgrub						
2/13/2007	02:09 PM 1917629	69.50	.50	10.00	5.00	85.00
Case: 2007-00228-CD						
Payor: Thompson, David R. (attorney for Hoover, Robert R.						
2/26/2007	02:56 PM 1917789	69.50	.50	10.00	5.00	85.00
Case: 2007-00291-CD						
Payor: Thompson, David R. (attorney for Hoover, Robert R.						
Distribution totals:		278.00	2.00	40.00	20.00	340.00

Date: 3/8/2007

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:53 AM

ROA Report

Page 2 of 2

Case: 2005-01366-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank Minnesota, NA vs. David E. Blowers III, Marlo A. Blowers

Mortgage Foreclosures

Date		Judge
11/9/2006	<input checked="" type="checkbox"/> Filing: Writ of Execution / Possession Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank Minnesota, NA) Receipt number: 1916382 Dated: 11/09/2006 Amount: \$20.00 (Check) Judgment Amount: \$86,697.65. Filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs to Shff	No Judge
1/3/2007	<input checked="" type="checkbox"/> Affidavit Pursuant to Rule 3129.1 and Return of Service Pursuant to P.A.R.C.P. 405 Notice of Service, filed by s/ Daniel G. Schmieg Esq. NO CC.	No Judge
1/8/2007	<input checked="" type="checkbox"/> Sheriff Return, NOT SOLD So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Bulter-Aughenbaugh. Shff Hawkins costs pd by atty \$255.99	No Judge
2/23/2007	<input checked="" type="checkbox"/> Affidavit of Service filed. That a true and correct copy of the Notice o Sheriff's Sale in the above captioned matter on David E. Blowers III and Marlo A. Blowers and publication was advertised in The Progress and Clearfield County Legal Journal, filed by s/ Daniel G. Schmieg Esq. NO CC.	No Judge
3/1/2007	<input checked="" type="checkbox"/> Plaintiff's Motion to Reassess Damages, filed by Atty. Bradford no cert. copies.	No Judge
3/2/2007	<input checked="" type="checkbox"/> Rule, NOW, this 1st day of March, 2007, a Rule is entered upon the Defendants. Rule Returnable on the 15th day of March, 2007, at 9:00 a.m. at the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bradford	Fredric Joseph Ammerman

3-9-07 Certification of Service

Date: 3/7/2007  
Time: 11:39 AM  
Page 25 of 34

User: L MILLER

**Clearfield County Court of Common Pleas**  
**Fees Distribution Report**  
**CT COMMON PLEAS, Prothonotary CT Location Only**  
**All Case Types**  
**From 02/01/2007 08:00 AM to 02/28/2007 05:00 PM**  
**Sorted by Fee Distribution Type and Effective Date**

Fee Type: MISC  
Effective Date: 5/9/2006

**Certified Copy of Divorce Decree - Number of fees collected: 9**

Receipt Date	Receipt Number	Proth Co Fees	Receipt Total
2/1/2007	11:02 AM 1917463	3.00	3.00
Payor: Dawn Meras			
2/2/2007	03:13 PM 1917500	3.00	3.00
Payor: Start, Shawn C.			
2/14/2007	11:17 AM 1917638	6.00	6.00
Payor: Melissa Weber 98-636-CD & 00-1504-CD			
2/21/2007	10:00 AM 1917721	3.00	3.00
Payor: Winifred Jones-Wenger Esq. 61-2686-CD			
2/22/2007	10:13 AM 1917738	3.00	3.00
Payor: Gerald Phillips 90-1041-CD			
2/22/2007	02:52 PM 1917753	3.00	3.00
Payor: Vicki Bratton			
2/22/2007	03:28 PM 1917757	6.00	6.00
Payor: Beth Weld 98-1063-CD; 90-1685-CD			
2/26/2007	02:37 PM 1917785	3.00	3.00
Payor: Sward, Jarrod C.			
2/27/2007	12:33 PM 1917804	3.00	3.00
Payor: Tokarcik, John Edward II			
<b>Distribution totals:</b>		<b>33.00</b>	<b>33.00</b>

**Copy Fee - Number of fees collected: 18**

Receipt Date	Receipt Number	Proth Co Fees	Receipt Total
2/2/2007	11:20 AM 1917484	3.00	3.00
Payor: Michael Kuntz			
2/2/2007	04:08 PM 1917504	1.00	1.00
Payor: Wayne Carter, Jr.			
2/5/2007	09:34 AM 1917505	1.25	1.25
Payor: Ayres, John			
2/5/2007	12:21 PM 1917514	11.00	11.00
Payor: cash			

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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 05-1366-CD

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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.

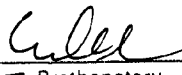
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

Dec. 22, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

FILED 6 cc  
m/2:13/51 shf  
SEP 02 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
85.00

**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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

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

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 08/08/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PEOPLES CHOICE HOME LOAN, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200314645. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 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	\$76,499.06
Interest	2,942.19
04/01/2005 through 08/31/2005 (Per Diem \$19.23)	
Attorney's Fees	1,250.00
Cumulative Late Charges	93.78
08/08/2003 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 81,335.03
Escrow	
Credit	0.00
Deficit	1,632.00
Subtotal	<u>\$ 1,632.00</u>
<b>TOTAL</b>	<b>\$ 82,967.03</b>

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 Homowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 82,967.03, together with interest from 08/31/2005 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:



/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

## LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a three eighths ( $\frac{3}{8}$  inch) inch rebar corner at the intersection of the western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two hundred fifty-eight thousand (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths ( $\frac{3}{8}$  inch) inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths ( $\frac{3}{8}$  inch) inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

BEING the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rutch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

PROPERTY BEING: 414 TURNPIKE 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: 8/3/05

**FILED**

**SEP 02 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  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK MINNESOTA, NA

Plaintiff

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: No. 05-1366-CD

**PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP

By:

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

Date: December 21, 2005

/jmr, Svc Dept.  
File# 121567

**FILED**

**DEC 22 2005**

*m/1115/10*

William A. Shaw

Prothonotary/Clerk of Courts

*1 REINSTATE TO MATT.*

William A. Shaw  
Prothonotary/Clerk of Courts

DEC 22 2005

FILED

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.

vs.

David E. Blowers, III  
Marlo A. Blowers

CIVIL DIVISION  
NO. 05-1366-CD

FILED

DEC 29 2005  
13:00  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Clerk to Atty

ORDER

AND NOW, this 23 day of December, 2005, upon

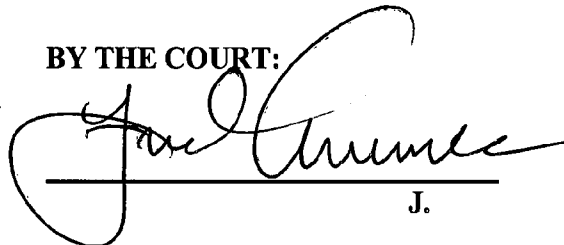
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby

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

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the  
Complaint and all future pleadings on the above captioned Defendant, David E. Blowers, III, by:

1. First class mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830; and
2. Certified mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830.

BY THE COURT:

  
J.

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

Attorney for Plaintiff

Wells Fargo Bank, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

CLEARFIELD COUNTY

David E. Blowers, III

NO. 05-1366-CD

Marlo A. Blowers

**FILED**

DEC 22 2005

M/11/30/05  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 NO CERT COPY

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, David E. Blowers, III, by first class mail and certified mail to the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises, 414 Turnpike Avenue, Clearfield, PA 16830, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on September 2, 2005. As indicated by the copy of said complaint attached hereto as Exhibit "A".

2. Said complaint was forwarded to the Office of the Sheriff on or about September 3, 2005, for service to be completed on the Defendant, David E. Blowers, III, at his last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830. Service was also being attempted at the mortgaged premises, 414 Turnpike Avenue, Clearfield, PA 16830.



3. Attempts to serve Defendant, David E. Blowers, III, with the Complaint have been unsuccessful. The Sheriff of Clearfield County attempted to serve the Defendant at his last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 as well as at the mortgaged premises, 414 Turnpike Avenue, Clearfield, PA 16830. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".


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 is attached hereto as Exhibit "C".

5. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of December 21, 2005 to bring loan current.

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

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

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: December 21, 2005

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

Attorney for Plaintiff

---

Wells Fargo Bank, N.A.

vs.

David E. Blowers, III  
Marlo A. Blowers

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 05-1366-CD

### **MEMORANDUM OF LAW**

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

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


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

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

As indicated by the attached Plaintiff's Affidavit of No Service, attached hereto and marked as Exhibit "B", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "C".

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

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: December 21, 2005



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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 05-1306-CD

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

FILED  
2:13  
SEP 12 2005  
V. L. A. Shaw  
Prothonotary Clearfield County

**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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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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

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414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

Defendants

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

1. Plaintiff is

WELLS FARGO BANK MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

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

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 08/08/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PEOPLES CHOICE HOME LOAN, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200314645. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 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	\$76,499.06
Interest	2,942.19
04/01/2005 through 08/31/2005 (Per Diem \$19.23)	
Attorney's Fees	1,250.00
Cumulative Late Charges	93.78
08/08/2003 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 81,335.03
Escrow	
Credit	0.00
Deficit	1,632.00
Subtotal	<u>\$ 1,632.00</u>
<b>TOTAL</b>	<b>\$ 82,967.03</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 82,967.03, together with interest from 08/31/2005 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:

  
/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

## LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a three eighths ( $\frac{3}{8}$  inch) inch rebar corner at the intersection of the western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two hundred fifty-eight thousand (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths ( $\frac{3}{8}$  inch) inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths ( $\frac{3}{8}$  inch) inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

BEING the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rutch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

PROPERTY BEING: 414 TURNPIKE 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, L.L.P.  
By: Daniel G. Schmieg, Esquire No. 62205  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Wells Fargo Bank, N.A.

:

COURT OF COMMON PLEAS

:

:

CIVIL DIVISION

Vs.

David E. Blowers, III

:

CLEARFIELD COUNTY

Marlo A. Blowers

:

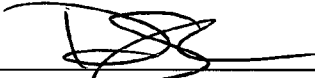
NO. 2005-1366-CD

**AFFIDAVIT OF SERVICE**

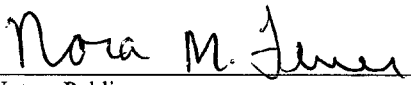
Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on October 13, 2005 and was advised that the Sheriff served Defendant, Marlo A. Blowers, at 119 Nichols Street, Clearfield, PA 16830. The Office of the Sheriff also indicated that the Defendant, David E. Blowers, was not served at any of his three possible addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830, 119 Nichols Street, Clearfield, PA 16830 or 414 Turnpike Avenue, Clearfield, PA 16830. On October 28, 2005, December 1, 2005 and December 8, 2005, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm on all three occasions that the Sheriff was unsuccessful in his/her attempts to serve the Defendant at 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830, 119 Nichols Street, Clearfield, PA 16830 and 414 Turnpike Avenue, Clearfield, PA 16830. The Sheriff's Office also stated

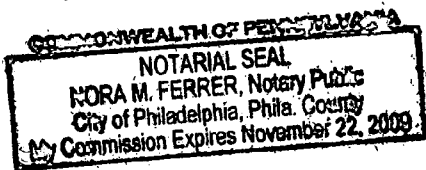
that the Defendant, David E. Blowers, III, would come into the Office to pick up the complaint, but he never showed.

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me on this 21<sup>st</sup> day of December 2005

  
Notary Public






**VERIFICATION**

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

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

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

By:  \_\_\_\_\_  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: December 21, 2005



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

Attorney for Plaintiff

Wells Fargo Bank, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

Vs.

CLEARFIELD COUNTY

David E. Blowers, III  
Marlo A. Blowers

NO. 05-1366-CD

### **CERTIFICATION OF SERVICE**

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

David E. Blowers, III  
414 Turnpike Avenue  
Clearfield, PA 16830

308 Leavy Avenue, Apt. 3  
Clearfield, PA 16830

119 Nichols Street  
Clearfield, PA 16830

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

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: December 21, 2005

**FILED**  
**DEC 22 2005**  
Prothonotary/Clerk of Courts  
William A. Shaw

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

Service # 1 of 6 Services

Sheriff Docket # **100789**

WELLS FARGO BANK MINNESOTA

Case # 05-1366-CD

vs.

DAVID E. BLOWERS, III and MARLO A. BLOWERS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAVID E. BLOWERS III, DEFENDANT. "NOT HOME" @414 TURNPIKE AVE., CLEARFIELD, PA..

SERVED BY: /

**FILED**  
018-58-311  
JAN 11 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 100789  
NO: 05-1366-CD  
SERVICE # 2 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA  
vs.  
DEFENDANT: DAVID E. BLOWERS, III and MARLO A. BLOWERS

**SHERIFF RETURN**

NOW, September 27, 2005 AT 12:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARLO A. BLOWERS DEFENDANT AT 119 NICHOLS ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARLO A. BLOWERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

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

Service # 3 of 6 Services

Sheriff Docket # **100789**

**WELLS FARGO BANK MINNESOTA**

Case # **05-1366-CD**

vs.

**DAVID E. BLOWERS, III and MARLO A. BLOWERS**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

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SERVED BY: /

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

DOCKET # 100789  
NO: 05-1366-CD  
SERVICE # 4 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA

vs.

DEFENDANT: DAVID E. BLOWERS, III and MARLO A. BLOWERS

**SHERIFF RETURN**

---

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SERVED BY: NEVLING /

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

Service # 5 of 6 Services

Sheriff Docket # **100789**

WELLS FARGO BANK MINNESOTA

Case # 05-1366-CD

vs.

DAVID E. BLOWERS, III and MARLO A. BLOWERS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAVID E. BLOWERS III, DEFENDANT. "NOT HOME"@ 119 NICHOLS ST., CLEARFIELD, PA..

SERVED BY: /

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

DOCKET # 100789  
NO: 05-1366-CD  
SERVICE # 6 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA

vs.

DEFENDANT: DAVID E. BLOWERS, III and MARLO A. BLOWERS

**SHERIFF RETURN**

---

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SERVED BY: NEVLING /



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100789  
NO: 05-1366-CD  
SERVICES 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA  
vs.  
DEFENDANT: DAVID E. BLOWERS, III and MARLO A. BLOWERS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	450096	60.00
SHERIFF HAWKINS	PHELAN	450096	49.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 05-1366-CD

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

SEP 02 2005

Defendants

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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WELLS FARGO BANK MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

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DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

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Attorney's Fees	1,250.00
Cumulative Late Charges	93.78
08/08/2003 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 81,335.03
Escrow	
Credit	0.00
Deficit	1,632.00
Subtotal	<u>\$ 1,632.00</u>
<b>TOTAL</b>	<b>\$ 82,967.03</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 82,967.03, together with interest from 08/31/2005 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

## LEGAL DESCRIPTION

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PROPERTY BEING: 414 TURNPIKE 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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 05-1366-CD

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

SEP 02 2005

Defendants

Attest.

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

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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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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



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

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

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

1. Plaintiff is

WELLS FARGO BANK MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

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

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 08/08/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PEOPLES CHOICE HOME LOAN, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200314645. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 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	\$76,499.06
Interest	2,942.19
04/01/2005 through 08/31/2005 (Per Diem \$19.23)	
Attorney's Fees	1,250.00
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9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 82,967.03, together with interest from 08/31/2005 at the rate of \$19.23 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:   
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LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

## LEGAL DESCRIPTION

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Attorney for Plaintiff

DATE: 8/3/05

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ATTORNEY FOR PLAINTIFF

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10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 05-1366-CD

CLEARFIELD COUNTY

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MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
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I hereby certify this to be a true  
and attested copy of the original  
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SEP 02 2005

Defendants

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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PHELAN HALLINAN & SCHMIEG, LLP

By:

  
/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

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PROPERTY BEING: 414 TURNPIKE AVENUE

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Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 8/31/05

**FILED**

**JAN 11 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

vs.

David E. Blowers, III  
Marlo Blowers

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

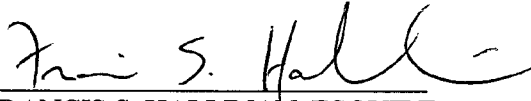
: CLEARFIELD COUNTY

: NO. 05-1366-CD

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

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to **David E. Blowers, III at 414 Turnpike Avenue, Clearfield, PA 16830, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830** on **January 10, 2006**, in accordance with the Order of Court dated **December 23, 2005**. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: January 10, 2006

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

**FILED** *no cc*  
*MT10:34*  
**JAN 11 2006** *(initials)*

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JAN 11 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK MINNESOTA, N.A.  
10790 RANCHO BERNARDO ROAD  
SAN DIEGO, CA 92127

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against DAVID E. BLOWERS, III and MARLO A. BLOWERS, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$82,967.03
Interest (9/1/05 to 3/14/06)	<u>3,730.62</u>
<b>TOTAL</b>	<b>\$86,697.65</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: MARCH 24, 2006

  
PRO PROTHY

KIO

FILED

MAR 24 2006

0/12:20/06  
William A. Shaw

Prothonotary/Clerk of Courts

CERT W/ NOTICE TO DEFT'S

STATEMENT TO ATTORNEY

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

IDENTIFICATION NO. 62205  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

WELLS FARGO BANK MINNESOTA, N.A. CLEARFIELD COUNTY

vs.

No.: 05-1366-CD

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

**VERIFICATION OF NON-MILITARY SERVICE**

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

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

(b) that defendant, DAVID E. BLOWERS, III, is over 18 years of age, and resides at 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 .

(c) that defendant, MARLO A. BLOWERS, is over 18 years of age, and resides at 119 NICHOLS STREET, CLEARFIELD, PA 16830.

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

  
DANIEL G. SCHMIEG, ESQUIRE



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WELLS FARGO BANK MINNESOTA, N.A.

Plaintiff

vs.

No.: 05-1366-CD

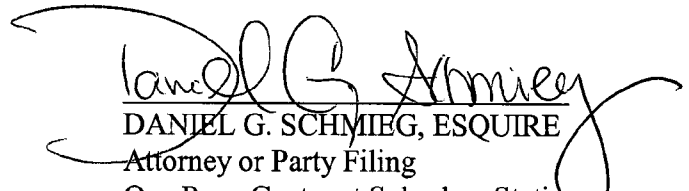
DAVID E. BLOWERS, III  
MARLO A. BLOWERS

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on MARCH 24, 2006.

By:  DEPUTY

If you have any questions concerning this matter please contact:

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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

Prothonotary/Clerk of Courts  
William A. Shaw

MAR 24 2006

FILED

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

Wells Fargo Bank Minnesota, NA  
Plaintiff(s)

No.: 2005-01366-CD

Real Debt: \$86,967.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David E. Blowers III  
Marlo A. Blowers  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 24, 3006

Expires: March 24, 2011

Certified from the record this March 24, 2006

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.

vs.

David E. Blowers, III  
Marlo A. Blowers

CIVIL DIVISION  
NO. 05-1366-CD

**ORDER**

**AND NOW**, this 23<sup>RD</sup> day of December, 2005, upon  
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby  
**ORDERED** and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the  
Complaint and all future pleadings on the above captioned Defendant, David E. Blowers, III, by:

1. First class mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830; and
2. Certified mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830.

**BY THE COURT:**

/s/ Fredric J. Ammerman

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

J. DEC 29 2005

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

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

**WELLS FARGO BANK MINNESOTA, N.A.**

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

**vs.**

**No. 05-1366-CD**

**DAVID E. BLOWERS, III  
MARLO A. BLOWERS**

**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

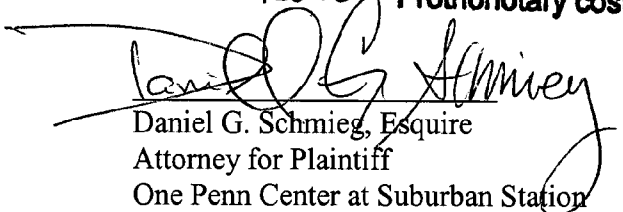
\$86,697.65

Interest from 3/14/06 to  
Date of Sale (\$14.25 per diem)

and Costs.

132.00

**Prothonotary costs**

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

Note: Please attach description of Property.

KIO

**FILED** *Any pd. 20.00*  
*MB 10/6/06*  
**APR 11 2006** *ICC & Lewis*  
*w/ deser. to*  
*shff*

William A. Shaw  
Prothonotary/Clerk of Courts



William A. Shaw  
Prothonotary/Clerk of Courts

APR 11 2006

FILED

No. 05-1366-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK MINNESOTA, N.A.

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

  
Attorney for Plaintiff(s)

Address: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
119 NICHOLS STREET, CLEARFIELD, PA 16830  
Where papers may be served.

CLEARFIELD COUNTY

WELLS FARGO BANK MINNESOTA, N.A.

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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

WELLS FARGO BANK MINNESOTA, N.A. , Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830:

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

Name

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

DAVID E. BLOWERS, III

414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

MARLO A. BLOWERS

119 NICHOLS STREET  
CLEARDFIELD, PA 16830

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

April 10, 2006

CLEARFIELD COUNTY

WELLS FARGO BANK MINNESOTA, N.A.

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

WELLS FARGO BANK MINNESOTA, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830:

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

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

None.

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

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

None.



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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Name

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

Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

April 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

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

WELLS FARGO BANK MINNESOTA,  
N.A.

No.: 05-1366-CD

vs.

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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

CC-3

WELLS FARGO BANK MINNESOTA, N.A.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 05-1366-CD

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due

\$86,697.65

Interest from 3/14/06 to  
Date of Sale (\$14.25 per diem)

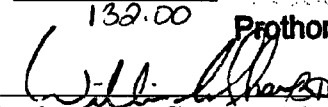
\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

132.00

**Prothonotary costs**

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/11/06  
(SEAL)

By:

Deputy

KJO

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

No. 05-1366-CD

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

WELLS FARGO BANK MINNESOTA, N.A.

VS.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

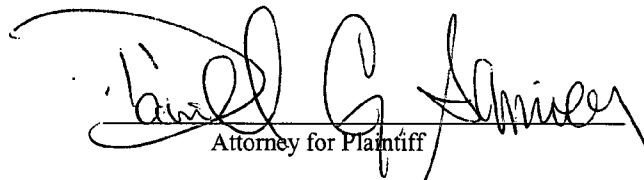
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**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$86,697.65</u>
Int. from 3/14/06 to Date of Sale (\$14.25 per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>132.00</u>
Sheriff	<u>                    </u>

Prothonotary's Office

  
Attorney for Plaintiff

Address: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
119 NICHOLS STREET, CLEARFIELD, PA 16830  
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

**ALL** that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a three eighths (3/8") inch rebar corner at the intersection of the Western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South Thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two-hundred fifty-eight thousandths (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths (3/8") inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths (3/8") inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

**BEING** the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rouch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

**TITLE TO SAID PREMISES IS VESTED IN** David Blowers, III and Marlo A. Blowers, husband and wife by Deed from Robert C. Milburn and Tracy M. Milburn, husband and wife, dated 7-25-01 and recorded 7-27-01, Instrument No. 200111681.

Premises: 414 Turnpike Avenue, Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK MINNESOTA, NA

Plaintiff

v.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

Defendants

CIVIL DIVISION

NO. 05-1366-CD

**ORDER**

**AND NOW**, this \_\_\_\_ day of \_\_\_\_\_, 2006, 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, **MARLO A. BLOWERS**, by mailing a true and correct copy of the Notice of Sale by certified mail and regular mail to 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 and 119 NICHOLS STREET, CLEARFIELD, PA 16830.

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

**BY THE COURT:**

\_\_\_\_\_  
J.

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

Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA, NA

Plaintiff

v.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

Defendants

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 05-1366-CD

FILED  
JUL 07 2006  
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, **MARLO A. BLOWERS**, by certified mail and regular mail to 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 and 119 NICHOLS STREET, CLEARFIELD, PA 16830, and in support thereof avers the following:

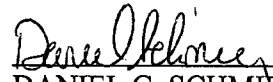
1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **JULY 7, 2006**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.

3. Attempts to serve 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 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 and 119 NICHOLS STREET, CLEARFIELD, PA 16830.

PHELAN HALLINAN & SCHMIEG, LLP

By:

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff



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

File Number: 121567  
Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**  
Subject: Marlo A. Blowers

Property Address: 414 Turnpike Avenue, Clearfield, PA 16830  
Possible Mailing Address: 119 Nichols Street, Clearfield, PA 16830

**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  
Marlo A. Blowers - 210-64-8026

**B. EMPLOYMENT SEARCH**

Marlo A. Blowers - A review of the credit reporting agencies provided no employment information.

**C. INQUIRY OF CREDITORS**

Our inquiry of creditors indicated that Marlo A. Blowers reside(s) at: 414 Turnpike Avenue, Clearfield, PA 16830.

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

Our office contacted directory assistance, which had no listing for Marlo A. Blowers.

**B.** On 05-11-06 our office made a telephone call to the phone number (814) 768-7823 and received the following information: disconnected. On 05-11-06 our office made a telephone call to the phone number (814) 762-8338 and received the following information: disconnected.

**III. INQUIRY OF NEIGHBORS**

On 05-11-06 our office made a phone call in an attempt to contact Donald Barr (814) 765-8766, 410 Turnpike Avenue, Clearfield, PA 16830: spoke with an unidentified female who could not confirm that the subject reside(s) at 414 Turnpike Avenue, Clearfield, PA 16830.

On 05-11-06 our office made several phone calls in an attempt to contact Brett Lansberry (814) 765-1045, 411 Turnpike Avenue, Clearfield, PA 16830: no answer.

On 05-11-06 our office made several phone calls in an attempt to contact Linda W. Ross (814) 765-5195, 407 Turnpike Avenue, Clearfield, PA 16830: no answer.

On 05-11-06 our office made several phone calls in an attempt to contact Rosemary C. Witherow (814) 765-3934, 122 Nichols Street, Clearfield, PA 16830: no answer.

On 05-11-06 our office made several phone calls in an attempt to contact Cindy Reynolds (814) 762-9596, 117 Nichols Street, Clearfield, PA 16830: no answer.

On 05-11-06 our office made a phone call in an attempt to contact Charles W. Barger (814) 765-1104, 115 Nichols Street, Clearfield, PA 16830: spoke with an unidentified female who could not confirm that the subject reside(s) at 119 Nichols Street, Clearfield, PA 16830.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 05-11-06 we reviewed the National Address database and found the following information:  
Marlo A. Blowers - 414 Turnpike Avenue, Clearfield, PA 16830.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: 119 Nichols Street,  
Clearfield, PA 16830.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Marlo  
A. Blowers.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 05-11-06 Vital Records and all public databases have no death record on file for Marlo A.  
Blowers.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Marlo A. Blowers residing at:  
last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Marlo A. Blowers - not available

B. A.K.A.

Marlo A. Swanson

**\* 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 11<sup>th</sup> day of May, 2006.

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

IND

AFFIDAVIT OF SERVICE

PLAINTIFF

WELLS FARGO BANK MINNESOTA, N.A.

CLEARFIELD COUNTY

PHS. #121567

DEFENDANT

DAVID E. BLOWERS, III

MARLO A. BLOWERS

COURT NO.: 05-1366-CD

**RUSH!**

SERVE MARLO A. BLOWERS AT:

414 TURNPIKE AVENUE

CLEARFIELD, PA 16830

TYPE OF ACTION

XX Notice of Sheriff's Sale

SALE DATE: JULY 7, 2006

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 8<sup>th</sup> day of June, 2006, at 648 o'clock P. M., Defendant NOT FOUND because:

\_\_\_\_ Moved \_\_\_\_ Unknown \_\_\_\_ No Answer X Vacant

Other: Power off - Sheriff notice on window & door - for sale sign in window

Sworn to and subscribed  
before me this 9<sup>th</sup> day  
of June, 2006.

By:

*Thomas Holmberg*

Notary:

PMB

*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

REAL ESTATE

REAL ESTATE

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20326

DEPUTY RECEIVED: April 24, 2006

DEFENDANT(S): MARLO A. BLOWERS

ADDRESS: 119 NICHOLS STREET  
CLEARFIELD, PA 16830

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

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

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: MAY 15, 2006

DATE SERVED, POSTED OR LEVIED: TIME:

NAME OF PERSON SERVED:

TITLE:

WHERE SERVED /POSTED(ADDRESS):

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS: 5-3-06 - no longer lives<sup>2</sup> above address

SPECIAL DIRECTIONS:

NO 05-1366-CD  
DAVID E. BLOWERS, III AND MARLO A. BLOWERS

SERVED, POSTED OR LEVIED ON BY:


NOTES:

### VERIFICATION

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

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

Date: June 27, 2006

  
\_\_\_\_\_  
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 MINNESOTA, NA

Plaintiff

v.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

Defendants

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

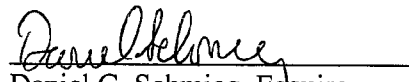
CIVIL DIVISION

NO. 05-1366-CD

**CERTIFICATE OF SERVICE**

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

**DAVID E. BLOWERS, III**  
**MARLO A. BLOWERS**  
**414 TURNPIKE AVENUE**  
**CLEARFIELD, PA 16830**  
and  
**119 NICHOLS STREET**  
**CLEARFIELD, PA 16830**

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: June 27, 2006

**FILED**

**JUL 07 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

WELLS FARGO BANK MINNESOTA, NA  
Plaintiff

vs.

DAVID E. BLOWERS, III,  
MARLO A. BLOWERS,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*

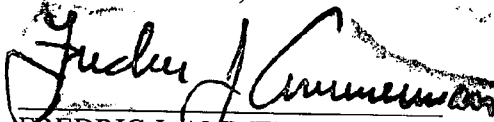
NO. 05-1366-CD

**ORDER**

NOW, this 10<sup>th</sup> day of July, 2006, 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, **MARLO A. BLOWERS**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, to 414 Turnpike Avenue, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 414 Turnpike Avenue, Clearfield, PA 16830.

Service by the aforementioned means is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of Service.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3cc  
0/11/2006  
JUL 12 2006  
Atty. Schmieg  
CR

William A. Shaw  
Prothonotary/Clerk of Courts



**FILED**

**JUL 12 2006**

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

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

\_\_\_\_\_  
**WELLS FARGO BANK MINNESOTA, N.A.**  
\_\_\_\_\_

vs.

\_\_\_\_\_  
**DAVID E. BLOWERS, III**  
**MARLO A. BLOWERS**  
\_\_\_\_\_

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

**No. 05-1366-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

\$86,697.65

Interest from 3/14/06 to  
Date of Sale (\$14.25 per diem)  
Add'l fees

\_\_\_\_\_ and Costs.

\$7716.92

150.00

**Prothonotary costs**

\_\_\_\_\_  
Daniel G. Schmiege, 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.

121567

**FILED** Atty pd. 20.00  
m/2:47/64  
NOV 09 2006 1CC & Le wnts  
to SHff  
William A. Shaw  
Prothonotary/Clerk of Courts (6K)

**FILED**

**NOV 09 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 05-1366-CD

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

**WELLS FARGO BANK MINNESOTA, N.A.**

VS.

**DAVID E. BLOWERS, III  
MARLO A. BLOWERS**

---

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

---

  
\_\_\_\_\_  
**Attorney for Plaintiff(s)**

**Address:** 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
119 NICHOLS STREET, CLEARFIELD, PA 16830

Where papers may be served.

121567

**ALL** that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a three eighths (3/8") inch rebar corner at the intersection of the Western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South Thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two-hundred fifty-eight thousandths (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths (3/8") inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths (3/8") inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

**BEING** the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rouch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

**TITLE TO SAID PREMISES IS VESTED IN** David Blowers, III and Marlo A. Blowers, husband and wife by Deed from Robert C. Milburn and Tracy M. Milburn, husband and wife, dated 7-25-01 and recorded 7-27-01, Instrument No. 200111681.

Premises: 414 Turnpike Avenue, Clearfield, PA 16830

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

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

WELLS FARGO BANK MINNESOTA,  
N.A.

No.: 05-1366-CD

vs.

CLEARFIELD COUNTY

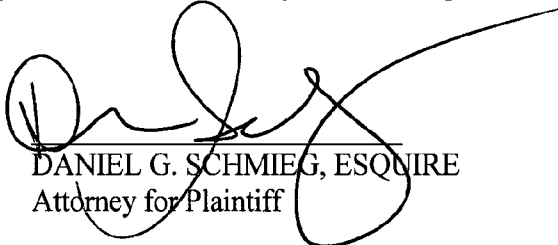
DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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

CLEARFIELD COUNTY

WELLS FARGO BANK MINNESOTA, N.A.

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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

WELLS FARGO BANK MINNESOTA, N.A. , Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830:

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

Name

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

DAVID E. BLOWERS, III

414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

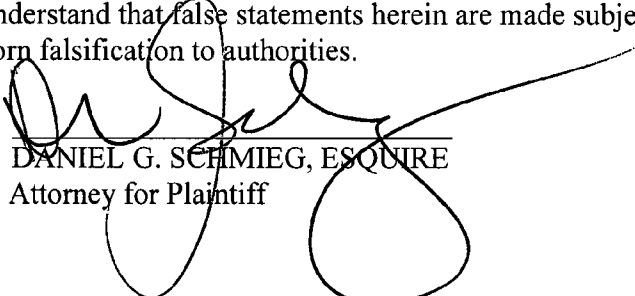
MARLO A. BLOWERS

119 NICHOLS STREET  
CLEARDFIELD, PA 16830

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

November 8, 2006

CLEARFIELD COUNTY

WELLS FARGO BANK MINNESOTA, N.A.

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

WELLS FARGO BANK MINNESOTA, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmiege, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830:

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

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

None.

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

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

None.

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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Name

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

Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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



DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

November 8, 2006



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

COPIES

WELLS FARGO BANK MINNESOTA, N.A.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 05-1366-CD

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due	\$86,697.65
Interest from 3/14/06 to	\$
Date of Sale (\$14.25 per diem)	
Total	\$ Plus costs as endorsed.
Add'l fees	\$ 7716.92

152.00 Prothonotary costs  
*Will. L. Shaw*  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 11/9/06  
(SEAL)

By:

Deputy

121567

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

No. 05-1366-CD

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

WELLS FARGO BANK MINNESOTA, N.A.

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt \$86,697.65

Int. from 3/14/06  
to Date of Sale (\$14.25 per diem) \_\_\_\_\_

Costs \_\_\_\_\_

Prothy. Pd. 152.00

Sheriff \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for Plaintiff

Address: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
119 NICHOLS STREET, CLEARFIELD, PA 16830

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

121567

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**BEGINNING** at a three eighths (3/8") inch rebar corner at the intersection of the Western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South Thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two-hundred fifty-eight thousandths (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths (3/8") inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths (3/8") inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

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**TITLE TO SAID PREMISES IS VESTED IN** David Blowers, III and Marlo A. Blowers, husband and wife by Deed from Robert C. Milburn and Tracy M. Milburn, husband and wife, dated 7-25-01 and recorded 7-27-01, Instrument No. 200111681.

Premises: 414 Turnpike Avenue, Clearfield, PA 16830

SALE DATE: FEBRUARY 2, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WELLS FARGO BANK MINNESOTA,  
N.A.

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

FILED *mc*  
JAN 10 10:37 AM  
JAN 03 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

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

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

**414 TURNPIKE AVENUE, CLEARFIELD, PA 16830.**

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and 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

January 2, 2007

Name and Address of Sender

PHILAN HALLINAN & SCHMIDT  
One Penn Center at Suburban Station  
Philadelphia, PA 19103-1814

Suite 1400

**RAM 4**

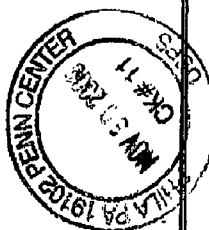
Postage and Fee

Postage

Fee

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	DAVID E. BLOWERS, III	Tenant/Occupant, 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830		
2	16695017	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



FILED

JAN 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20326  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.  
vs.  
DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/11/2006

LEVY TAKEN 05/03/2006 @ 7:44 AM

POSTED 05/03/2006 @ 7:55 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/08/2007

DATE DEED FILED **NOT SOLD**

FILED  
018:55/01  
JAN 08 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

05/05/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III BY CERT & REG MAIL PER COURT ORDER TO 414 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY PA FORWARDED TO 316 NICOLS ST. CLFD., PA CERT #70050390000372352275 SIGNED FOR BY DAVID E. BLOWERS III

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

@ SERVED MARLO A. BLOWERS

MOVED NOT SERVED.

05/11/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III BY REG & CERT MAIL PER COURT ORDER TO 308 LEAVY AVENUE, APT 3, CLEARFIELD, CLEARFIELD COUNTY, PA, FORWARDED TO 316 NICHOLS ST., CLFD, PA CERT #70050390000372352282 SIGNED FOR BY DAVID E. BLOWERS

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

05/05/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III BY REG. & CERT MAIL PER COURT ORDER TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PA FORWARDED TO 316 NICHOLS ST. CLFD, PA CERT #70050390000372352299 SIGNED FOR BY DAVID E. BLOWERS, III

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

@ SERVED

NOW, JULY 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 7, 2006 TO SEPTEMBER 1, 2006 DUE TO BANKRUPTCY FILING.

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

DOCKET # 20326  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.  
vs.  
DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE

**SHERIFF RETURN**

**SERVICES**

05/05/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III BY CERT & REG MAIL PER COURT ORDER TO 414 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY PA FORWARDED TO 316 NICOLS ST. CLFD., PA CERT #70050390000372352275 SIGNED FOR BY DAVID E. BLOWERS III

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

@ SERVED MARLO A. BLOWERS  
MOVED NOT SERVED.

05/11/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III BY REG & CERT MAIL PER COURT ORDER TO 308 LEAVY AVENUE, APT 3, CLEARFIELD, CLEARFIELD COUNTY, PA, FORWARDED TO 316 NICHOLS ST., CLFD, PA CERT #70050390000372352282 SIGNED FOR BY DAVID E. BLOWERS

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

05/05/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III BY REG. & CERT MAIL PER COURT ORDER TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PA FORWARDED TO 316 NICHOLS ST. CLFD, PA CERT #70050390000372352299 SIGNED FOR BY DAVID E. BLOWERS, III

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

@ SERVED  
NOW, JULY 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 7, 2006 TO SEPTEMBER 1, 2006 DUE TO BANKRUPTCY FILING.

@ SERVED  
NOW, AUGUST 30, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 1, 2006 DUE TO BANKRUPTCY FILING.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20326  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.

vs.

DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE


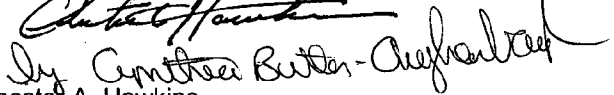
SHERIFF RETURN

---

SHERIFF HAWKINS \$215.99

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

WELLS FARGO BANK MINNESOTA, N.A.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 05-1366-CD

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

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: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due

\$86,697.65

Interest from 3/14/06 to

\$ \_\_\_\_\_

Date of Sale (\$14.25 per diem)

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

132.00

**Prothonotary costs**

*Will. Blowers*  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/11/06

(SEAL)

By:

Deputy

KIO

Received April 11, 2006 @ 3:00 P.M.  
Chester A. Stauffer  
by Cynthia Butler-Deighan

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

No. 05-1366-CD

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

WELLS FARGO BANK MINNESOTA, N.A.

vs.

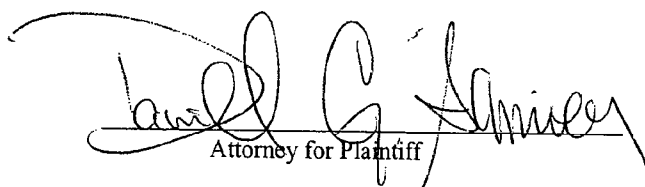
DAVID E. BLOWERS, III  
MARLO A. BLOWERS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$86,697.65</u>
Int. from 3/14/06 to Date of Sale (\$14.25 per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>132.00</u>
Sheriff	<u>                    </u>

  
Attorney for Plaintiff

Address: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
119 NICHOLS STREET, CLEARFIELD, PA 16830  
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

**ALL** that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a three eighths (3/8") inch rebar corner at the intersection of the Western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South Thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two-hundred fifty-eight thousandths (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths (3/8") inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths (3/8") inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

**BEING** the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rouch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

**TITLE TO SAID PREMISES IS VESTED IN** David Blowers, III and Marlo A. Blowers, husband and wife by Deed from Robert C. Milburn and Tracy M. Milburn, husband and wife, dated 7-25-01 and recorded 7-27-01, Instrument No. 200111681.

Premises: 414 Turnpike Avenue, Clearfield, PA 16830

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID E. BLOWERS, III

NO. 05-1366-CD

NOW, January 06, 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 , I exposed the within described real estate of David E. Blowers, Iii And Marlo A. Blowers to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	21.99
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$215.99</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	86,697.65
INTEREST @ 14.2500	(10,436,472.
FROM 03/14/2006 TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>(\$10,349,734.35)</b>

**COSTS:**

ADVERTISING	423.70
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	215.99
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$969.69</b>

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

CHESTER A. HAWKINS, Sheriff

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 5, 2006

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

ATTENTION: CINDY (814) 765-5915

Re: **WELLS FARGO BANK MINNESOTA, NA v. DAVID E. BLOWERS, III**  
**MARLO A. BLOWERS**  
 No. 05-1366-CD  
 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for JULY 7, 2006.

The property is to be relisted for the SEPTEMBER 1, 2006 Sheriff's Sale.

Very truly yours,  
 CQS  
 Christine Schoffler

VIA TELECOPY (814) 765-5915

CC: DAVID E. BLOWERS, III MARLO A. BLOWERS

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

August 31, 2006

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

ATTENTION: CINDY (814) 765-5915

Re: **WELLS FARGO BANK MINNESOTA, NA v. DAVID E. BLOWERS, III and  
MARLO A. BLOWERS**  
No. 05-1366-CD  
411 TURNPIKE AVENUE, CLEARFIELD, PA 16830

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for CLEARFIELD, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The Defendant (s) filed a Chapter 7 Bankruptcy (No. 06-70459 ) on 7/6/06 .

Very truly yours,

Christine Schoffler

FILED

JAN 08 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 19102  
(215) 563-7000

Attorney for Plaintiff

WELLS FARGO BANK MINNESOTA, NA

Plaintiff,

v.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

Defendant(s).

:  
:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
:  
: CIVIL DIVISION  
:  
:  
: NO. 05-1366-CD  
:  
:

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE  
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **DAVID E. BLOWERS, III** at **414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 & 119 NICHOLS STREET, CLEARFIELD, PA 16830 & 308 LEAVY AVENUE, APT. 3, CLEARFIELD, PA 16830** in accordance with the Order of Court dated **DECEMBER 23, 2005 & MARLO A. BLOWERS** at **414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 & 119 NICHOLS STREET, CLEARFIELD, PA 16830** in accordance with the Order of Court dated **JULY 10, 2006 on NOVEMBER 29, 2006 & DECMEBER 8, 2006**. The property was posted on **DECEMBER 20, 2006**. Publication was advertised in **THE PROGRESS** on **DECEMBER 6, 2006** & in **CLEARFIELD COUNTY LEGAL JOURNAL** on **FEBRUARY 9, 2007**.

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

PHELAN HALLINAN & SCHMIEG, LLP

By:

  
DANIEL G. SCHMIEG, ESQUIRE

Dated: February 21, 2007

**FILED**

*no cc*  
FEB 23 2007  
*UN*

William A. Shaw  
Prothonotary/Clerk of Courts

7160 3901 9849 6943 1864

TO: DAVID E. BLOWERS, III  
303 LEAVY AVENUE, APT. 3  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

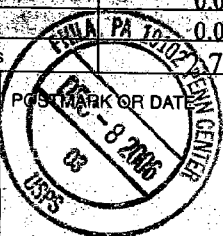
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	39
	Certified Fee	2.40
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	2.79

US Postal Service

# Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1925

TO: DAVID E. BLOWERS, III  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

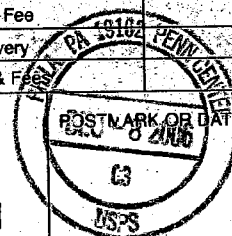
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	39
	Certified Fee	2.40
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	2.79

US Postal Service

# Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1840

TO: DAVID E. BLOWERS, III  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

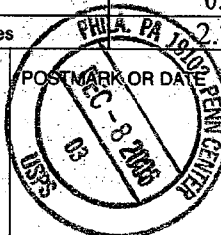
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	39
	Certified Fee	2.40
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	2.79

US Postal Service

# Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1857

TO: DAVID E. BLOWERS, III  
303 LEAVY AVENUE, APT. 3  
CLEARFIELD, PA 16830

SENDER: KAM

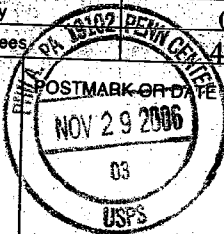
REFERENCE: 121567

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1918

TO: DAVID E. BLOWERS, III  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

SENDER: KAM

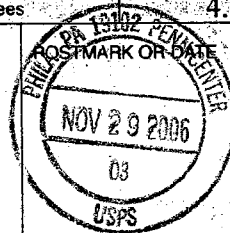
REFERENCE: 121567

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1932

TO: DAVID E. BLOWERS, III  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

SENDER: KAM

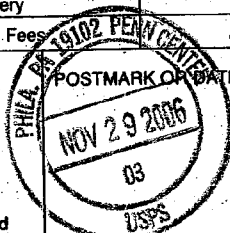
REFERENCE: 121567

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1871

TO: MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

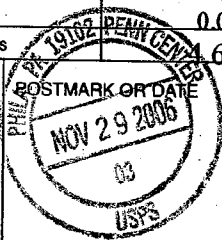
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service

### Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1895

TO: MARLO A. BLOWERS  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

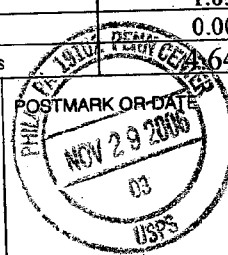
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	0.00
	Total Postage & Fees	4.64

US Postal Service

### Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1901

TO: MARLO A. BLOWERS  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

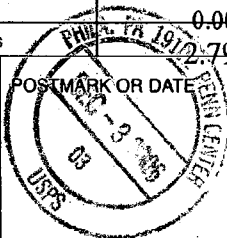
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	2.79

US Postal Service

### Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 6943 1888

TO: MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

SENDER: KAM

REFERENCE: 121567

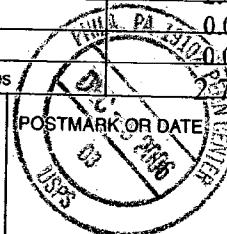
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.39
	Certified Fee	2.40
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage & Fees	2.79

US Postal Service

### Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.

vs.

David E. Blowers, III  
Marlo A. Blowers

CIVIL DIVISION  
NO. 05-1366-CD

**ORDER**

**AND NOW**, this 23<sup>RD</sup> day of December, 2005, upon  
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby  
**ORDERED** and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the  
Complaint and all future pleadings on the above captioned Defendant, David E. Blowers, III, by:

1. First class mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830; and
2. Certified mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830.

**BY THE COURT:**

/s/ Fredric J. Ammerman

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

**J. DEC 29 2005**

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

WELLS FARGO BANK MINNESOTA, NA  
Plaintiff

vs.

DAVID E. BLOWERS, III,  
MARLO A. BLOWERS,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*

NO. 05-1366-CD

**ORDER**

NOW, this 10<sup>th</sup> day of July, 2006, 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, **MARLO A. BLOWERS**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, to 414 Turnpike Avenue, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 414 Turnpike Avenue, Clearfield, PA 16830.

Service by the aforementioned means is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of Service.

BY THE COURT,

/s/ Fredric J. Ammerman

**FREDRIC J. AMMERMAN**  
President Judge

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

JUL 12 2006

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

## AFFIDAVIT OF SERVICE

PAW

PLAINTIFF

CLEARFIELD COUNTY

WELLS FARGO BANK MINNESOTA, N.A.F&P. #121567

DEFENDANT

COURT NO.: 05-1366-CDDAVID E. BLOWERS, IIIMARLO A. BLOWERS

PLEASE POST PER COURT ORDER:

TYPE OF ACTION

414 TURNPIKE AVENUEXX Notice of Sheriff's SaleCLEARFIELD, PA 16830SALE DATE: 2-2-07SERVED

Served and made known to David & Marlo Blowers Defendant on the 20<sup>th</sup> day of Dec, 2006, at 10:49 o'clock A. M., at 414 Turnpike Ave., Clearfield, Commonwealth of Pennsylvania, in the manner described below:

☐ Defendant personally served.☐ Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_.

☐ Adult in charge of Defendant's residence who refused to give name or relationship.☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).☐ Agent or person in charge of Defendant's office or usual place of business.☐ \_\_\_\_\_ an officer of said Defendant's company.☐ Other: Posted on front door.

Description: Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this 20<sup>th</sup> day  
of December, 2006.

Notary:

By: Thomas Holmberg

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

NOT SERVED

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

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

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

By:

Notary:

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

NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
NO. 05-1366-CD  
WELLS FARGO BANK  
MINNESOTA, NA  
DAVID E. BLOWERS, III  
VS.  
DAVID E. BLOWERS, III  
MARGLO A. BLOWERS  
TO:  
DAVID E. BLOWERS, III  
MARGLO A. BLOWERS  
SHERIFF'S SALE  
OFFICIAL PROPERTY  
TAKE NOTICE that the real estate  
located at 414 TURNPIKE AVE.  
NUE, CLEARFIELD, PA 16830 is  
scheduled to be sold at Sheriff's  
sale on Friday, FEBRUARY 2,  
2007 at 10:00 A.M., Clearfield  
County Courthouse, 1 North 2nd  
Street, Suite 116, Clearfield, PA  
16830, to enforce the court judg-  
ment of \$56,697.65, obtained by  
WELLS FARGO BANK, MINNESO-  
TA, NA (the mortgagee),  
ALL that certain piece or parcel of  
land located in the Third Ward of the  
Borough of Clearfield, Clearfield  
County, Pennsylvania, bounded

and described as follows:

BEGINNING at a three-eighths  
(3/8") inch rebar corner at the in-  
tersection of the Western right-of-  
way line of Turnpike Avenue and  
the southern right-of-way line of Tyler  
Avenue; thence along the western  
right-of-way line of Turnpike Ave-  
nue South Thirteen (13) degrees  
thirty-eight (38) minutes thirty-four  
(34) seconds East eighty-two and  
two-hundred fifty-eight thou-  
sandths (82,258) feet to a spike  
corner; thence along the line now or  
formerly of George and Debra  
Smeal North seventy-six (76) de-  
grees ten (10) minutes fifty-six (56)  
seconds West sixty-three and two  
tenths (63.2) feet to a three-  
eighths (3/8") inch rebar corner;  
thence along Lot No. 36 in Schlyer  
Addition North twelve (12) degrees  
fifty-one (51) minutes two (02) sec-  
onds East seventy-three and zero  
tenths (73.0) feet to an iron pipe  
corner on the southern right-of-way  
line of Tyler Avenue; thence along  
said southern right-of-way line of  
Tyler Avenue South seventy-six  
(76) degrees ten (10) minutes fifty-  
six (56) seconds East twenty-six  
and five tenths (26.5) feet to a  
three-eighths (3/8") inch rebar and  
place of beginning. Being the same  
premises shown on the plot sur-  
veyed by Samuel B. Vost dated July  
24, 1996.

Being Identified in the Clearfield  
County Mapping and Assessment  
Office as Map No.  
4-3-K8-206-142.  
BEING the same premises as was  
conveyed to Robert C. Milburn, sin-  
gle, by Deed of Daniel F. Routhen, at  
ux dated July 25, 1996, and en-  
tered for record in the Recorder's  
Office of Clearfield County to  
Deeds & Records Book Volume  
1776, Page 549.  
TITLE TO SAID PREMISES IS  
VESTED IN David E. Blowers, III  
and Marglo A. Blowers, husband and  
wife by Deed from Robert C. Mil-  
burn and Tracy M. Milburn, hus-  
band and wife, dated 7-25-01, instrument No.  
200111681.  
Being Premises 414 TURNPIKE  
AVENUE, CLEARFIELD, PA  
16830  
Improvements consist of residen-  
tial property.  
Sold as the property of DAVID E.  
BLOWERS, III & MARGLO A. BLOW-  
ERS  
CONDITIONS OF SALE: THE  
HIGHEST AND BEST BIDDER  
SHALL BE THE BUYER.  
Terms: The purchaser will be re-  
quired to pay the full amount of his  
bid by TWO O'CLOCK p.m. on the  
day of the sale, and if complied with,  
a deed will be tendered by the Sher-  
iff at the next Court of Common  
Pleas for Clearfield County, con-  
veying to the purchaser all the right,  
title, interest and claim which said  
defendant has in and to said prop-  
erty at the time of levying the same.  
ALTHOUGH NOT PART OF THE  
MINIMUM BID, PROPERTY SOLD  
FOR MINIMUM BID DOES NOT  
DISCHARGE DELINQUENT  
AND/OR OUTSTANDING TAXES  
RESPONSIBLE FOR SAME. If  
above conditions be not complied  
with on the part of the purchaser,  
the property will be resold.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
SS: :  
On this 18th day of December, A.D. 2006,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in  
the regular issues of December 6, 2006  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*  
Sworn and subscribed to before me the day and year aforesaid.

*George J. Robinson*  
Notary Public  
Clearfield, Pa.  
My Commission Expires  
October 31, 2007  
Member, Pennsylvania Association Of Notaries  
My Commission Expires Oct. 31, 2007  
Cheryl J. Robinson, Notary Public  
Clearfield Boro, Clearfield County  
Notary Seal  
COMMONWEALTH OF PENNSYLVANIA



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Company to James I. Cowfer Contracting, Inc. recorded in Clearfield County Deed Book volume 862, at Page 31.

ALSO, EXCEPTING AND RESERVING unto James I. Cowfer, Sr., a portion of the two and one-half (2-1/2) acre parcel of land conveyed to him by Deed of James I. Cowfer Contracting, Inc. dated October 4, 1996.

You have been sued in Court. The purpose of this quiet title action is to extinguish any right or equity which the Defendants above named and their heirs, administrators, executors and assigns may have in the property described above. The Plaintiff in this action, after a diligent search, has been unable to locate the Defendants or their devisees or heirs. Whereupon, the Court Ordered that notice of said action be served on the Defendants named herein, and their heirs.

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY TO FILE YOUR DEFENSE OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

Court Administrator, Clearfield County Courthouse, 230 East Market Street, Suite 228, Clearfield, PA 16830, (814) 765-2641, Ext. 5982.

William C. Kriner, Esq., 219 East Market Street, P. O. Box 1425, Clearfield, PA 16830. (814) 768-7893. Attorney for Plaintiff.

**NOTICE OF ACTION IN MORTGAGE  
FORECLOSURE  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 05-1366-CD**

WELLS FARGO BANK MINNESOTA,  
NA vs. DAVID E. BLOWERS, III, & MARLO  
A. BLOWERS

**NOTICE**

TO: DAVID E. BLOWERS, III, & MARLO  
A. BLOWERS

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

TAKE NOTICE that the real estate located at 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830 is scheduled to be sold at Sheriff's Sale on Friday, FEBRUARY 2, 2007 at 10:00 A.M., Clearfield County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830, to enforce the court judgment of \$86,697.65, obtained by WELLS FARGO BANK MINNESOTA, NA (the mortgagee).

ALL that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a three eighths (3/8") inch rebar corner at the intersection of the Western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South Thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two-hundred fifty-eight thousandths (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths (3/8") inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths (3/8") inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

BEING the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rutch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

TITLE TO SAID PREMISES IS VESTED IN David Blowers, III and Marlo A. Blowers, husband and wife by Deed from Robert C. Milburn and Tracy M. Milburn, husband and wife, dated 7-25-01 and recorded 7-27-01, Instrument No. 200111681, Page.

Being Premises 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830

06-1484:CD.

Chester A. Hawkins, Sheriff.  
ADV: February 9th, 16th, 23rd, 2007.

**SHERIFF'S SALE  
OF VALUABLE REAL ESTATE**

BY VIRTUE OF: Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me directed, there will be exposed to public sale in the Sheriff's Office in the Court House in the Borough of Clearfield on FRIDAY, MARCH 2, 2007 at 10:00 A.M.

THE FOLLOWING DESCRIBED PROPERTY TO WIT: (SEE ATTACHED DESCRIPTION) TERMS OF SALE

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

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

ALL THAT CERTAIN lot or parcel of land ~~located in the South Ward of the Borough of~~ JOSEPH J. CRAIG; ANN CRAIG; FRANK J. CRAIG AND MARY E. CRAIG, HIS WIFE; CATHERINE CRAIG HOUSER AND FLOYD L. HOUSER, HER HUSBAND; MICHAEL CRAIG AND SUSAN CRAIG, HIS WIFE; M. F. CRAIG, A/K/A M & F CRAIG; CRAIG BROTHERS; ROBERT WILSON, A/K/A ROBERT G. WILSON AND JUDITH WILSON, A/K/A JUDITH ANN WILSON, HIS WIFE.

YOU ARE HEREBY NOTIFIED THAT AN ACTION TO QUIET TITLE TO THE PREMISES SITUATE PARTLY IN DECATUR TOWNSHIP AND PARTLY IN WOODWARD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, HAS BEEN FILED AGAINST YOU. Said premises are described as follows:

BEGINNING at a 2" iron pipe in Goss Run, which pipe is located N 51-49 E 569.95' from gun barrel in 6" concrete-filled casing on Brisbin Boro Line; thence from said iron pipe by lands of LeRoy Smeal and Kittanning Coal Co. N 51-49 E 2449.29' to a

blue-painted stone; thence by H. H. Rowland N 49-00 E 3064.00' to an iron pipe common corner or H. H. Rowland, George Vaughn, and Kittanning Coal Co.; thence by Kittanning Coal Co. N 7-19-25 E 1553.54' to J. K. Nevling; thence by same N 83-12 W 2025.00' to an iron pipe on bank above Ashland Road; thence N 83-46-46 W 994.45' to an iron pipe on S.W. corner of Walter Ralston; thence by same N 1-21-38 E 402.77' to an iron pipe; thence still by J. K. Nevling N 0-43-18 E 2278.24'; N 83-15-56 W 1695.00'; thence by Woodward Township line and J. K. Nevling N 7-24-04 E 795.90' to common corner of Nevling, Kittanning Coal Co. and V. E. Erickson; thence by Erickson N 83-20-56 W 1324.50'; S 2-21-50 W 1156.47' to found iron shaft; thence by John Kitko S 2-48-57 W 2231.87' to N. W. corner of Frank Redzinski; thence by same and Wm. R. Hayward S 74-20-26 E 407.30' to an iron pipe; thence by Wm. Hayward S 42-28-17 E 308.04'; S 38-05-58 E 284.31' to North R/W T-657; thence S 54-41-52 E 45.54' to South R/W T-657; thence still by Hayward S 40-43 E 327.99' to line of Machipongo Coal Co.; thence by same S 86-27 E 244.03' to an iron pipe; thence still by Machipongo and Decatur Township line S 7-17 W 1007.70' to an iron pipe; S 7-17 W 1455.75' to a North point on John E. Gallagher; thence still by Machipongo S 7-17 W 94.00' to a south point on John E. Gallagher; thence still by Machipongo S 7-17 W 283.17' to one acre lot of Robert W. Gallagher; thence by same N 49-17 E 183.40'; S 40-43 E 160.00'; S 49-17 W 361.10' to line of Machipongo thence by same N 49-17 E 183.40'; S 40-43 E 160.00'; S 49-17 W 361.10' to line of Machipongo thence S 7-17 W 72.53' to N.W. corner of Walter Britten; thence by same N 77-47 E 290.00'; S 37-43 E 181.00'; S 33-35 W 157.05' to N.W. R/W L/R 17048; thence along said R/W S 54-47 W 450.00' to line of Machipongo Coal Co.; thence by same and crossing LR 17048 S 7-17 W 44.76' to an iron pipe on top of bank; thence by McGraw S 7-17 W 400.39' to an iron pipe; thence by Brisbin Boro line S 8-07 W 447.00' to an iron pipe on N.E. R/W of Railroad Grade (abandoned); thence by said R/W S 59-47 E 917.45' to South corner of John E. Gallagher reservation; thence still by said R/W S 59-47 E 107.55' to the place of beginning, containing 636.4916 acres by calculation including all reservations. 636.4916 acres less 198.3094 acres reservation leaves 438.1822 acres net.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title, specifically the exceptions and reservations found in the Deed dated November 4, 1982, from John E. Gallagher, t/a Gallagher Coal

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

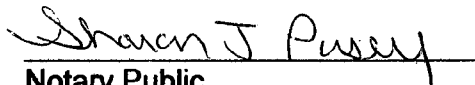
:

COUNTY OF CLEARFIELD :

On this 9th day of February AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of February 9, 2007, Vol. 18 No. 6. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
Gary A. Knaresboro, Esquire  
Editor

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

  
Notary Public  
My Commission Expires

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

FEB 23 2007

SECRET & CONTROLLED  
NOT FOR DISSEMINATION

1A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Wells Fargo Bank Minnesota, NA

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

David E. Blowers, III  
Marlo A. Blowers

: No. 05-1366-CD

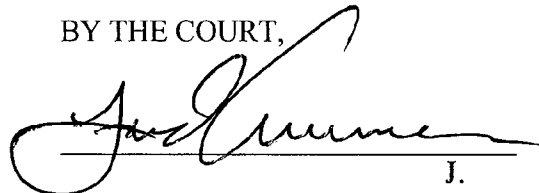
Defendants

RULE

AND NOW, this 1<sup>ST</sup> day of March 2007, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 15<sup>th</sup> day of March 2007, at 9:00 A.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
J.

FILED  
9/10: 11 am  
MAR 02 2007  
ICC  
Atty  
Bradford

(CPB)  
William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3-2-2007

X 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**

**MAR 02 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

6A

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

Wells Fargo Bank Minnesota, NA	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Clearfield County
David E. Blowers, III	:	No. 05-1366-CD
Marlo A. Blowers	:	
Defendants	:	

**ORDER**

AND NOW, this 15<sup>th</sup> day of March, 2007 the Prothonotary is ORDERED to amend the judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$76,499.06
Interest Through 4/13/07	15,569.16
Per Diem \$23.11	
Late Charges	0.00
Legal fees	2,575.00
Cost of Suit and Title	2,458.42
Sheriff's Sale Costs	2,469.00
Property Inspections	99.25
Appraisal/BPO	340.00
MIP/PMI	0.00
NSF	0.00

**FILED**

00:19:20  
MAR 15 2007

200  
Atty Chota

William A. Shaw  
Prothonotary/Clerk of Courts

68



72  
Suspense/Misc. Credits  
Escrow Deficit

0.00  
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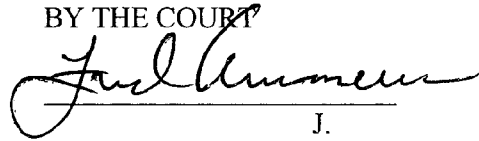
**TOTAL**

**\$106,426.82**

Plus interest from 4/13/07 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.

121567

FILED

MAR 15 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE 3/15/07

☒ 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:

CF

CA

FILED

MAR 01 2007

m/1845/m  
William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c

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 Minnesota, NA

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

David E. Blowers, III  
Marlo A. Blowers

: No. 05-1366-CD

Defendants

**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 2, 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 24, 2006 in the amount of \$86,697.65. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. A Sheriff's Sale of the mortgaged property at 414 Turnpike Avenue, Clearfield, PA 16830 (hereinafter the "Property") was postponed or stayed for the following reasons:

a) The Defendants filed a Chapter 7 Bankruptcy at docket number 06-70459 on July 6, 2006. Plaintiff obtained relief from the bankruptcy to proceed with foreclosure by order of court dated September 5, 2006. A true and correct copy of the Relief Order is attached hereto, made part hereof, and marked as Exhibit "C".

5. The Property is listed for Sheriff's Sale on April 13, 2007. 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.

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

Principal Balance	\$76,499.06
Interest Through 4/13/07	15,569.16
Per Diem \$23.11	
Late Charges	0.00
Legal fees	2,575.00
Cost of Suit and Title	2,458.42
Sheriff's Sale Costs	2,469.00
Property Inspections	99.25
Appraisal/BPO	340.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>6,416.93</u>
<b>TOTAL</b>	<b>\$106,426.82</b>

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

8. 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 Defendants.

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

Date: 2/27/07

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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank Minnesota, NA

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

David E. Blowers, III  
Marlo A. Blowers

: No. 05-1366-CD

Defendants

**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

**I. BACKGROUND OF CASE**

Defendants executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 414 Turnpike Avenue, Clearfield, PA 16830. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendants defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendants credit for monthly payments tendered through bankruptcy, if any.

## **II. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT**

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958). Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988). The Pennsylvania Superior Court has repeatedly cited the right of a foreclosing creditor to amend its judgment prior to the Sheriff's sale. Nationsbank Mortgage Corp. v. Grillo, 827 A.2d 489 (Pa.Super. 2003). Morgan Guaranty Trust Co. of N.Y. vs. Mowl, 705 A.2d 923 (Pa. Super. 1998). Union National Bank of Pittsburgh v. Ciongoli, 407 Pa.Super. 171, 595 A.2d 179 (1991).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect

its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendants as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendants' failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagors to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagors are also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property. The mortgagors have breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.



### **III. INTEREST**

The Mortgage clearly requires that the Defendants shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

### **IV. TAXES AND INSURANCE**

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

### **V. ATTORNEY'S FEES**

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974).

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa. Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

## **VI. CONCLUSION**

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

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

DATE: 02/27/07

Phelan Hallinan & Schmieg, LLP

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 05-1366-CD

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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  
800-662-7375

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

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

ATTORNEY FILE COPY  
PLEASE RETURN

FILED  
2:12  
SEP 12 2005  
COPY

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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

Defendants

**CIVIL ACTION - LAW**  
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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. Meholick, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> 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 MINNESOTA, NA  
10790 RANCHO BERNARDO RD  
SAN DIEGO, CA 92127

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

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 08/08/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PEOPLES CHOICE HOME LOAN, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200314645. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2005 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.

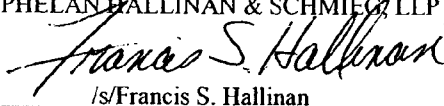
6. The following amounts are due on the mortgage:

Principal Balance	\$76,499.06
Interest	2,942.19
04/01/2005 through 08/31/2005 (Per Diem \$19.23)	
Attorney's Fees	1,250.00
Cumulative Late Charges	93.78
08/08/2003 to 08/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 81,335.03
Escrow	
Credit	0.00
Deficit	1,632.00
Subtotal	<u>\$ 1,632.00</u>
<b>TOTAL</b>	<b>\$ 82,967.03</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 82,967.03, together with interest from 08/31/2005 at the rate of \$19.23 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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



## LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a three eighths ( $3/8$  inch) inch rebar corner at the intersection of the western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two hundred fifty-eight thousand (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths ( $3/8$  inch) inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths ( $3/8$  inch) inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

BEING the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rouch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

PROPERTY BEING: 414 TURNPIKE 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”**

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

WELLS FARGO BANK MINNESOTA, N.A.  
10790 RANCHO BERNARDO ROAD  
SAN DIEGO, CA 92127

No.: 05-1366-CD

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$82,967.03
Interest (9/1/05 to 3/14/06)	<u>3,730.62</u>
<b>TOTAL</b>	<b>\$86,697.65</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRO PROTHY

KJO

## **Exhibit “C”**

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

David E. Blowers, III  
a/k/a David E. Blowers  
a/k/a David E. Swanson  
Marlo E. Blowers  
a/k/a Marlo A. Swanson  
a/ka Swanson A. Swanson

Debtors

Wells Fargo Bank Minnesota, N.A.

Movant

v.

David E. Blowers, III  
a/k/a David E. Blowers  
a/k/a David E. Swanson  
Marlo E. Blowers  
a/k/a Marlo A. Swanson  
a/ka Swanson A. Swanson

and

Lisa M. Swope, Esquire (Trustee)

Respondents

Bk. No. 06-70459 BM

Chapter No. 7

Document No. 7

Hearing Date:

Hearing Time:

Objection Date:

DEFAULT O/E - BM

ORDER MODIFYING SECTION 362 AUTOMATIC STAY

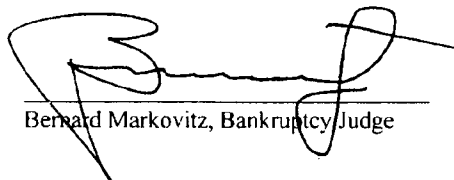
AND NOW, this 9-5-06 day of , 2006, at Pittsburgh, Pennsylvania, upon Motion of Wells Fargo Bank Minnesota, N.A. (Petitioner), it is:

**ORDERED AND DECREED THAT:** The Automatic Stay of all proceedings, as provided under Section 362 of the Bankruptcy Code 11 U.S.C. 362 is modified with respect to premises, **414 Turnpike Avenue, Clearfield, PA 16830**, as more fully set forth in the legal description attached to said mortgage, as to allow the Movant to foreclose on its mortgage and allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal or consensual action for enforcement of its right to possession of, or title to, said premises.

FILED

SEP 5 2006

U.S. BANKRUPTCY COURT  
WEST. DIST. OF PENNSYLVANIA

  
Bernard Markovitz, Bankruptcy Judge

**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: \_\_\_\_\_

2/27/07

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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank Minnesota, NA

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

David E. Blowers, III

Marlo A. Blowers

: No. 05-1366-CD

Defendants

**CERTIFICATION OF SERVICE**

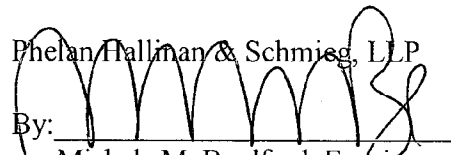
I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

David E. Blowers, III  
Marlo A. Blowers  
308 Leavy Avenue, Apt.3  
Clearfield, PA 16830

David E. Blowers, III  
Marlo A. Blowers  
119 Nichols Street  
Clearfield, PA 16830

David E. Blowers, III  
Marlo A. Blowers  
414 Turnpike Avenue  
Clearfield, PA 16830

DATE: 2/27/07

Phelan Hallinan & Schmieg, LLP  
By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff



**FILED**  
**MAR 01 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
MAR 09 2007  
10:59/61  
NO CC  
[Signature]

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank Minnesota, NA

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

David E. Blowers, III

: Clearfield County

Marlo A. Blowers

: No. 05-1366-CD

Defendants

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the March 1, 2007 Rule directing the defendant to show by March 15, 2007 was sent to the following individuals on the date indicated below.

David E. Blowers, III  
Marlo A. Blowers  
308 Leavy Avenue, Apt.3  
Clearfield, PA 16830

David E. Blowers, III  
Marlo A. Blowers  
119 Nichols Street  
Clearfield, PA 16830

David E. Blowers, III  
Marlo A. Blowers  
414 Turnpike Avenue  
Clearfield, PA 16830

DATE: 3/7/07

Phelan Hallinan & Schmieg, LLP  
By: [Signature]  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

**FILED**

**MAR 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

MAR 21 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

ATTORNEY FOR PLAINTIFF

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

Wells Fargo Bank Minnesota, NA

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

David E. Blowers, III

: Clearfield County

Marlo A. Blowers

: No. 05-1366-CD

Defendants

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the March 15, 2007 Order was sent to the following individuals on the date indicated below.

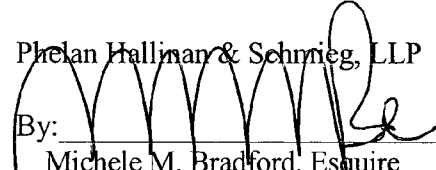
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David E. Blowers, III  
Marlo A. Blowers  
119 Nichols Street  
Clearfield, PA 16830

David E. Blowers, III  
Marlo A. Blowers  
414 Turnpike Avenue  
Clearfield, PA 16830

DATE: 3/16/07

Phelan Hallinan & Schmieg, LLP

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20475  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.  
vs.  
DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/13/2006

LEVY TAKEN 11/20/2006 @ 10:08 AM

POSTED 11/20/2006 @ 10:08 AM

SALE HELD 04/13/2007

SOLD TO WELLS FARGO BANK MINNESOTA, N.A.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/27/2007

DATE DEED FILED 04/26/2007

PROPERTY ADDRESS 414 TURNPIKE AVENUE CLEARFIELD , PA 16830

FILED

APR 27 2007

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

See Second Page

11/27/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III, DEFENDANT, PER COURT ORDER BY REG. & CERT MAIL TO 414 TURNPIKE AVENUE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073077. RETURNED UNCLAIMED 12/4/06 REG MAIL RETD.12/08/06

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

11/27/2006 @ SERVED DAVID W. BLOWERS, III

SERVED DAVID W. BLOWERS, II, DEFENDANT, PER COURT ORDER BY REG & CERT MAIL TO 308 LEAVY AVENUE, APT 3, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145073060. CERT RETURNED 12/4/06. REG MAIL RETD 11/30/06

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

11/27/2006 @ SERVED DAVID E. BLOWERS, III

SERVED DAVID E. BLOWERS, III, DEFENDANT, PER COURT ORDER BY REG & CERT MAIL TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073053. CERT RETURNED 12/4/06 REG MAIL RETURNED 12/8/06.

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

@ SERVED MARLO A. BLOWERS

DOES NOT LIVE AT 119 NICHOLS STREET, CLEARFIELD, PA

@ SERVED DAVID E. BLOWERS, III

HOUSE EMPTY AT 531 WOODLAND BIGLER HWY, WOODLAND, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20475  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.  
vs.  
DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

11/27/2006 @ SERVED DAVID E. BLOWERS, III  
SERVED DAVID E. BLOWERS, III, DEFENDANT, PER COURT ORDER BY REG. & CERT MAIL TO 414 TURNPIKE AVENUE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073077.  
RETURNED UNCLAIMED 12/4/06 REG MAIL RETD.12/08/06

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

11/27/2006 @ SERVED DAVID W. BLOWERS, III  
SERVED DAVID W. BLOWERS, II, DEFENDANT, PER COURT ORDER BY REG & CERT MAIL TO 308 LEAVY AVENUE, APT 3, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145073060. CERT RETURNED 12/4/06. REG MAIL RETD 11/30/06

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

11/27/2006 @ SERVED DAVID E. BLOWERS, III  
SERVED DAVID E. BLOWERS, III, DEFENDANT, PER COURT ORDER BY REG & CERT MAIL TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073053. CERT RETURNED 12/4/06 REG MAIL RETURNED 12/8/06.

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

@ SERVED MARLO A. BLOWERS  
DOES NOT LIVE AT 119 NICHOLS STREET, CLEARFIELD, PA

@ SERVED DAVID E. BLOWERS, III  
HOUSE EMPTY AT 531 WOODLAND BIGLER HWY, WOODLAND, PA.

01/18/2007 @ SERVED MARLO A. BLOWERS  
SERVED MARLO A. BLOWERS, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO 414 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145072889. REG MAIL RETURNED 1/22/07. CERT. RETURNED UNCLAIMED 1/29/07.

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

01/18/2007 @ SERVED MARLO A. BLOWERS  
SERVED MARLO A. BLOWERS, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #. REG MAIL RETURNED 1/22/07. CERT MAIL RETURNED UNCLAIMED 1/26/07.

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

@ SERVED  
NOW, FEBRUARY 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 2, 2007 TO APRIL 13, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20475  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.

DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

11/27/2006 @ SERVED DAVID E. BLOWERS, III  
SERVED DAVID E. BLOWERS, III, DEFENDANT, PER COURT ORDER BY REG. & CERT MAIL TO 414 TURNPIKE AVENUE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073077.  
RETURNED UNCLAIMED 12/4/06 REG MAIL RETD. 12/08/06  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

11/27/2006 @ SERVED DAVID W. BLOWERS, III  
SERVED DAVID W. BLOWERS, II, DEFENDANT, PER COURT ORDER BY REG & CERT MAIL TO 308 LEAVY AVENUE, APT 3, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145073060. CERT RETURNED 12/4/06. REG MAIL RETD 11/30/06  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

11/27/2006 @ SERVED DAVID E. BLOWERS, III  
SERVED DAVID E. BLOWERS, III, DEFENDANT, PER COURT ORDER BY REG & CERT MAIL TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073053. CERT RETURNED 12/4/06 REG MAIL RETURNED 12/8/06.  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED MARLO A. BLOWERS  
DOES NOT LIVE AT 119 NICHOLS STREET, CLEARFIELD, PA

@ SERVED DAVID E. BLOWERS, III  
HOUSE EMPTY AT 531 WOODLAND BIGLER HWY, WOODLAND, PA.

01/18/2007 @ SERVED MARLO A. BLOWERS  
SERVED MARLO A. BLOWERS, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO 414 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145072889. REG MAIL RETURNED 1/22/07. CERT. RETURNED UNCLAIMED 1/29/07.  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

01/18/2007 @ SERVED MARLO A. BLOWERS  
SERVED MARLO A. BLOWERS, DEFENDANT, BY REG. AND CERT. MAIL PER COURT ORDER TO 119 NICHOLS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #. REG MAIL RETURNED 1/22/07. CERT MAIL RETURNED UNCLAIMED 1/26/07.  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

NOW, FEBRUARY 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFFS ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 2, 2007 TO APRIL 13, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20475  
NO: 05-1366-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, N.A.

vs.

DEFENDANT: DAVID E. BLOWERS, III AND MARLO A. BLOWERS

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$264.62

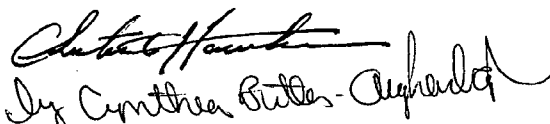
SURCHARGE \$40.00 PAID BY PLAINTIFF

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 MINNESOTA, N.A.

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 05-1366-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: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830

(See legal description attached.)

Amount Due	\$86,697.65
Interest from 3/14/06 to Date of Sale (\$14.25 per diem)	\$
Total	\$ Plus costs as endorsed.
Add'l fees	\$ 7716.92

152.00

Prothonotary costs

*William L. Hargis*  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 11/9/06  
(SEAL)

By:

Deputy

121567

Received November 13, 2006 @ 10:00 a.m.  
Chesta A. Hawkins  
By Cynthia Butler-Coughlin

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

No. 05-1366-CD

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

WELLS FARGO BANK MINNESOTA, N.A.

vs.

DAVID E. BLOWERS, III  
MARLO A. BLOWERS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt \$86,697.65

Int. from 3/14/06  
to Date of Sale (\$14.25 per diem) \_\_\_\_\_

Costs \_\_\_\_\_

Prothy. Pd. 152.00

Sheriff \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for Plaintiff

Address: 414 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
119 NICHOLS STREET, CLEARFIELD, PA 16830  
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

121567

**ALL** that certain piece or parcel of land located in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a three eighths ( $3/8$ "") inch rebar corner at the intersection of the Western right-of-way line of Turnpike Avenue and the southern right-of-way line of Tyler Avenue; thence along the western right-of-way line of Turnpike Avenue South Thirteen (13) degrees thirty-eight (38) minutes thirty-four (34) seconds East eighty-two and two-hundred fifty-eight thousandths (82.258) feet to a spike corner; thence along the line now or formerly of George and Debra Smeal North seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds West sixty-three and two tenths (63.2) feet to a three-eighths ( $3/8$ "") inch rebar corner; thence along Lot No. 36 in Schyver Addition North twelve (12) degrees fifty-one (51) minutes two (02) seconds East seventy-three and zero tenths (73.0) feet to an iron pipe corner on the southern right-of-way line of Tyler Avenue; thence along said southern right-of-way line of Tyler Avenue South seventy-six (76) degrees ten (10) minutes fifty-six (56) seconds East twenty-six and five tenths (26.5) feet to a three-eighths ( $3/8$ "") inch rebar and place of beginning. Being the same premises shown on the plot surveyed by Samuel B. Yost dated July 24, 1996.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 4.3-K8-206-142.

**BEING** the same premises as was conveyed to Robert C. Milburn, single, by Deed of Daniel F. Rutch, et ux dated July 25, 1996 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1776, Page 549.

**TITLE TO SAID PREMISES IS VESTED IN** David Blowers, III and Marlo A. Blowers, husband and wife by Deed from Robert C. Milburn and Tracy M. Milburn, husband and wife, dated 7-25-01 and recorded 7-27-01, Instrument No. 200111681.

Premises: 414 Turnpike Avenue, Clearfield, PA 16830

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID E. BLOWERS, III

NO. 05-1366-CD

NOW, April 26, 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 David E. Blowers, III And Marlo A. Blowers to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK MINNESOTA, N.A. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	32.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	11.70
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$264.62</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	86,697.65
INTEREST @ 14.2500 %	5,628.75
FROM 03/14/2006 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	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	7,716.92
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$100,083.32</b>

**COSTS:**

ADVERTISING	422.26
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	264.62
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	152.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,332.38</b>

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A.

vs.

David E. Blowers, III  
Marlo A. Blowers

CIVIL DIVISION  
NO. 05-1366-CD

**ORDER**

AND NOW, this 23<sup>RD</sup> day of December, 2005, upon  
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby  
**ORDERED** and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the  
Complaint and all future pleadings on the above captioned Defendant, David E. Blowers, III, by:

1. First class mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830; and
2. Certified mail to David E. Blowers, III, at the last known addresses, 308 Leavy Avenue, Apt. 3, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and the mortgaged premises located at 414 Turnpike Avenue, Clearfield, PA 16830.

**BY THE COURT:**

/s/ Fredric J. Ammerman

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

J. DEC 29 2005

Attest.

*William B. Blum*  
Prothonotary/  
Clerk of Courts

a

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

WELLS FARGO BANK MINNESOTA, NA  
Plaintiff

vs.

DAVID E. BLOWERS, III,  
MARLO A. BLOWERS,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*

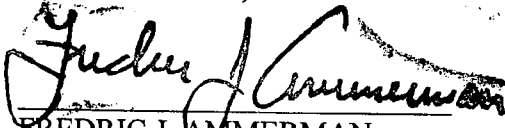
NO. 05-1366-CD

**ORDER**

NOW, this 10<sup>th</sup> day of July, 2006, 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, **MARLO A. BLOWERS**, by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, to 414 Turnpike Avenue, Clearfield, PA 16830 and 119 Nichols Street, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 414 Turnpike Avenue, Clearfield, PA 16830.

Service by the aforementioned means is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit of Service.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

3cc  
JUL 12 2006  
Atty Schmieg  
CK

William A. Shaw  
Prothonotary/Clerk of Courts

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](mailto:Christine.Schoffler@fedphe.com)

Christine Schoffler  
Judgment Department, Ext. 1286

Representing Lenders in  
Pennsylvania and New Jersey

February 2, 2007

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

ATTENTION: CINDY (814) 765-5915

**Re: WELLS FARGO BANK MINNESOTA, N.A.  
v. DAVID E. BLOWERS, III & MARLO A. BLOWERS  
No. 05-1366-CD  
414 TURNPIKE AVENUE, CLEARFIELD, PA 16830**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for **FEBRUARY 2, 2007**.

The property is to be relisted for the **APRIL 13, 2007** Sheriff's Sale.

Very truly yours,

CQS

Christine Schoffler

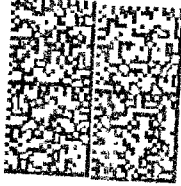
VIA TELECOPY (814) 765-5915

CC: DAVID E. BLOWERS, III 414 TURNPIKE AVENUE CLEARFIELD, PA 16830	MARLO A. BLOWERS 119 NICHOLS STREET CLEARFIELD, PA 16830
--	--



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

*Keep*



016H16505405  
**\$00.630**  
01/18/2007  
Mailed From 16830  
US POSTAGE

MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

NIXIE 165 1 25 01/20/07  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 16930247201 \*1943-05299-18-37  
16530+1320-141699972472





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



7006 0810 0001 4507 2889

015416506-05

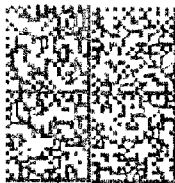
\$04.880

01/18/2007

Mailed From 16830

US POSTAGE

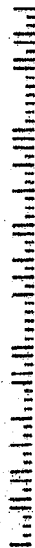
Hasler



MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

BLOW414\* X168302077 1705 09 01/23/07  
RETURN TO SENDER  
BLOWERS, MARCO A  
NOT DELIVERABLE AS ADDRESSED  
RETURN TO SENDER

16830-2472-01 0004

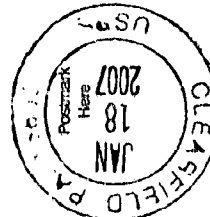


U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ 1.63
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To

Street, Apt. No.: MARLO A. BLOWERS  
or PO Box No. 414 TURNPIKE AVENUE  
City, State, ZIP+4 CLEARFIELD, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 2889

**CERTIFIED MAIL**

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

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

MARLO A. BLOWERS  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

**2. Article Number**

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

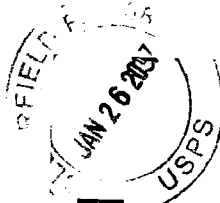
102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

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

3. Service Type	
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

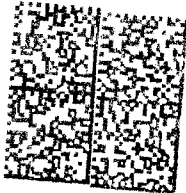
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CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

12/21/07



Hasler

016H16505405  
\$00.630  
01/18/2007  
Mailed From 16830  
US POSTAGE

MARLO A. BLOWERS  
119 NICHOLS STREET  
CLEARFIELD PA 16830

NIXIE

165

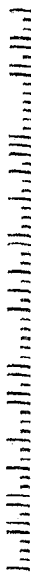
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25 01/20/07

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 16930247201 \*0595-01444-20-27

1693022472





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

10/22/07  
11-26/07



7006 0810 0001 4507 2896

016446605405

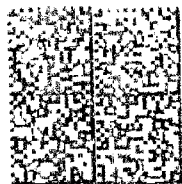
\$04.880

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Mailed From 16830

US POSTAGE

Hastler



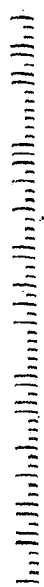
MARLO A. BLOWERS  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

NIXIE 165 1 25 01/22/07

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 16930247201 \*0596-01595-22-29

169302472



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

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

**OFFICIAL USE**

Postage	\$ 63
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To  
MARLO A. BLOWERS  
Street, Apt. No.: 119 NICHOLS STREET  
or PO Box No. CLEARFIELD, PA 16830  
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 2896

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

MARLO A. BLOWERS  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

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

3. Service Type

- ☐ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 2896

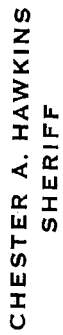
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

ARE  
JAN 20 2007

CLEARFIELD  
JAN 19 2007



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

12/21/52



\$00.630

11/27/2006

Mailed From 16830

US POSTAGE

DAVID E. BLOWERS, III  
119 NICHOLS STREET  
CLEARFIELD PA 16830

W  
H  
X  
H  
Z

ਮੰਤਰ

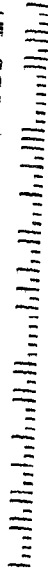
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25 12/07/06

NOT DELIVERABLE TO SENDER  
UNABLE TO FORWARDED AS ADDRESSED

EC: 15030247201

66-25-60610-6428\*





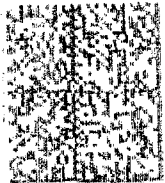
CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

2nd



7006 0810 0001 4507 3053

\$04.880  
11-27-2006  
PAID FROM 16830  
US POSTAGE



2nd

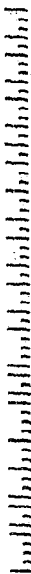
DAVID E. BLOWERS, III  
119 NICHOLS STREET  
CLEARFIELD PA 16830

BLOW119 155 1 1 N C 25 11/30/06  
RETURN TO SENDER

NO FORWARD ORDER ON FILE  
UNABLE TO FORWARD  
RETURN TO SENDER

BC: 16830150319 PM \*0596-05196-30-30

1563029998

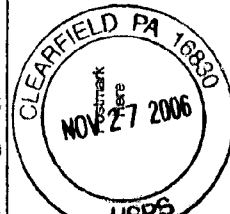


U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.88

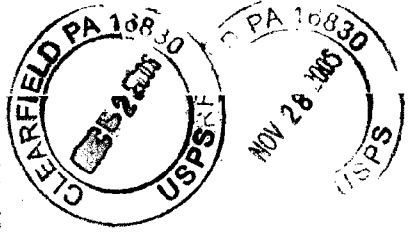


Sent To  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

DAVID E. BLOWERS, III  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

7006 0810 0001 4507 3053

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



**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

DAVID E. BLOWERS, III  
119 NICHOLS STREET  
CLEARFIELD, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

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

**3. Service Type**

- ☐ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)** ☐ Yes

**2. Article Number**  
(Transfer from service label)


7006 0810 0001 4507 3053

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540





11/27/2006

mailed from 16830

US POSTAGE

DAVID E. BLOWERS, III  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

382

**ETXIN**

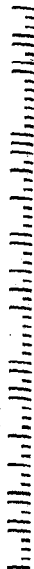
155

१८

90/20/2T 52

NOT RETURN TO SENDER  
DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

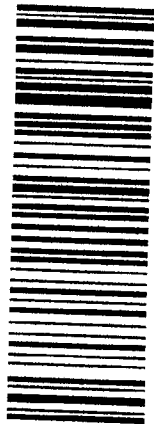
BC: 15830247201 \*1843-01282-27-99





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

12/16/06



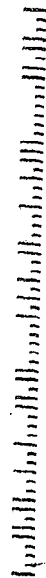
7006 0810 0001 4507 3077

DAVID E. BLOWERS, III  
414 TURNPIKE AVENUE  
CLEARFIELD PA 16830

FORWARD TIME EXP NO 1 605 C 25 11/30/06  
BLOWERS III, DAVID E RTN TO SEND  
531 WOODLAND BIGLER HWY  
WOODLAND PA 16881-8153

RETURN TO SENDER

16830%2472

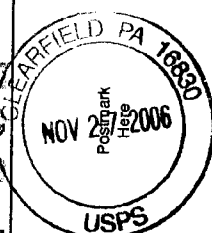


304889  
NOV 21 2006  
US POSTAGE

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

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**OFFICIAL USE**



Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.85

Sent To

Street, Apt. No.,  
or PO Box No. DAVID E. BLOWERS, III  
414 TURNPIKE AVENUE  
City, State, Zip+4 CLEARFIELD, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 3077

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

DAVID E. BLOWERS, III  
414 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

7006 0810 0001 4507 3077

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
**X**

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

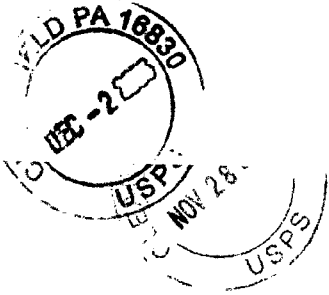
D. Is delivery address different from item 1?  
If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes





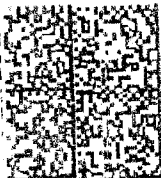
CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

11/3/06



Hasler

\$00.630

11/27/2006

Mailed From 16830

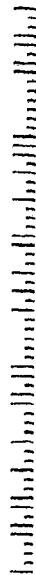
US POSTAGE

DAVID E. BLOWERS, III  
308 LEAVY AVENUE, APT. 3  
CLEARFIELD PA 16830

X 155 NO 1 A05 C 25 11/29/06  
FORWARD TIME EXP RTN TO SEND  
BLOWERS III, DAVID E  
531 WOODLAND BIGLER HWY  
WOODLAND PA 16881-8153

RETURN TO SENDER

16830+2224-0#68802472





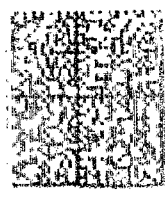
CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 3060

\$04.88  
10/27/2006  
NOV 27 2006  
US POSTAGE

Postnet



12/1/06

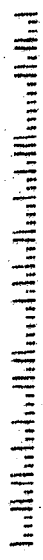
Fwd

DAVID E. BLOWERS, III  
308 LEAVY AVENUE, APT. 3  
CLEARFIELD, PA 16830

BLOWERS TIME EXP 1A05 10 11/30/06  
FORWARD RTN TO SEND  
BLOWERS III, DAVID E  
531 WOODLAND BIGLER HWY  
WOODLAND PA 16881-8153

RETURN TO SENDER

16830/2472

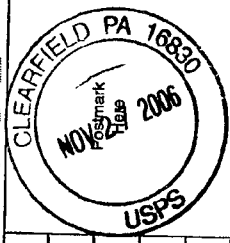


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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To

DAVID E. BLOWERS, III  
Street, Apt. No., 308 LEAVY AVENUE, APT. 3  
or PO Box No. CLEARFIELD, PA 16830  
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 3060

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

CERTIFIED MAIL

PA 0830  
NOV 4 2006

NOV 26  
USPS

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:

DAVID E. BLOWERS, III  
308 LEAVY AVENUE, APT. 3  
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☒ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Is delivery address different from item 1? ☐ Yes ☐ No  
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

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3060

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**FILED**

**APR 27 2007**

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