

05-1537-CD  
PNC Bank vs Terry M. Evers et al

PNC Bank vs Terry Evers, et al  
**2005-1537-CD**

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

Service # 1 of 6 Services

Sheriff Docket #

**100884**

PNC BANK, N.A.

Case # 05-1537-CD

vs.

**TERRY M. EVERES, KAREN L. EVERES, PETER J. EVERES**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 08, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TERRY M. EVERES, DEFENDANT. MOVED TO 25 NELSON AVE., BRADFORD, PA..

SERVED BY: /

**FILED**

**FEB 09 2006**

•/ 8:45/ 4

William A. Shaw

Prothonotary/Clerk of Courts

UN

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

DOCKET # 100884  
NO: 05-1537-CD  
SERVICE # 2 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, N.A.

VS.

DEFENDANT: TERRY M. EVERE, KAREN L. EVERE, PETER J. EVERE

**SHERIFF RETURN**

---

NOW, October 19, 2005 AT 11:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN L. EVERE DEFENDANT AT 627 CENTER ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN EVERE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

Service # 3 of 6 Services

Sheriff Docket #

**100884**

PNC BANK, N.A.

Case # 05-1537-CD

vs.

**TERRY M. EVERES, KAREN L. EVERES, PETER J. EVERES**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 08, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO PETER J. EVERES, DEFENDANT. MOVED TO 25 NELSON AVE., BRADFORD, PA..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100884  
NO: 05-1537-CD  
SERVICE # 4 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, N.A.  
vs.  
DEFENDANT: TERRY M. EVERE, KAREN L. EVERE, PETER J. EVERE

**SHERIFF RETURN**

---

NOW, October 20, 2005, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY M. EVERE.

NOW, November 01, 2005 AT 3:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY M. EVERE, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100884  
NO: 05-1537-CD  
SERVICE # 5 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, N.A.  
VS.

DEFENDANT: TERRY M. EVERE, KAREN L. EVERE, PETER J. EVERE

**SHERIFF RETURN**

---

NOW, October 20, 2005, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN L. EVERE.

**Now, February 8, 2006** McKean County Sheriff's Office states that they never received Deputation or Complaint to be served on Karen L. Evers, Defendant. A copy of my deputation is hereto attached. Three complaints were sent to McKean County.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100884  
NO: 05-1537-CD  
SERVICE # 6 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, N.A.

vs.

DEFENDANT: TERRY M. EVERE, KAREN L. EVERE, PETER J. EVERE

**SHERIFF RETURN**

---

NOW, October 20, 2005, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PETER J. EVERE.

NOW, November 01, 2005 AT 3:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PETER J. EVERE, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

SHERIFF'S RETURN - REGULAR

NO: 2005-10108 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

PNC BANK, N.A.

VS

TERRY M. EVERES, ET AL

DAVID ENGMAN , Deputy Sheriff of MCKEAN

County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT IN MORTGAGE was served upon  
EVERS, TERRY M. the  
DEFENDANT , at 0003:50 Hour, on the 1st day of November , 2005  
at 25 NELSON AVENUE  
BRADFORD, PA 16701 by handing to  
HIM PERSONALLY  
a true and attested copy of COMPLAINT IN MORTGAGE together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:  
Total...\$ 60.00

So Answers:

  
DAVID ENGMAN  
Deputy Sheriff

Paid Date...11/02/2005  
Paid By.....ATTORNEY

Sworn and Subscribed to before

me this 5<sup>th</sup> day of  
November A.D. 2005  
Tara L. Morey  
Notary

NOTARIAL SEAL  
TARA L. MOREY, NOTARY PUBLIC  
KEATING TWP., MCKEAN COUNTY  
MY COMMISSION EXPIRES FEB. 6, 2006

SHERIFF'S RETURN - REGULAR

CASE NO: 2005-10108 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

PNC BANK, N.A.

VS

TERRY M. EVERES, ET AL

DAVID ENGMAN , Deputy Sheriff of MCKEAN

County, Pennsylvania, who being duly sworn according to law,  
says, the within COMPLAINT IN MORTGAGE was served upon  
EVERS, PETER J. the  
DEFENDANT , at 0003:50 Hour, on the 1st day of November , 2005  
at 25 NELSON AVENUE  
BRADFORD, PA 16701 by handing to  
TERRY EVERES, SON  
a true and attested copy of COMPLAINT IN MORTGAGE together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:  
Total...\$ .00

So Answers:

  
DAVID ENGMAN  
Deputy Sheriff

Paid Date...00/00/0000  
Paid By.....

Sworn and Subscribed to before

me this 2nd day of

November A.D. 2005

Terry Evers

Notary

NOTARIAL SEAL  
TARA L. MOREY, NOTARY PUBLIC  
KEATING TWP, MCKEAN COUNTY  
MY COMMISSION EXPIRES FEB. 6, 2006

RECEIPT FOR PAYMENT  
=====

MCKEAN COUNTY PENNSYLVANIA  
P.O. Box 395  
MARVIN STREET EXT.

Receipt Date 11/02/2005  
Receipt Time 09:41:54  
Receipt No. 104501

PNC BANK, N.A. (VS) TERRY M. EVERSON, ET AL

Case Number 2005-10108 T  
Service Info 001 First Service  
Remarks

Total Check...	+	60.00	Number ..	458883
Total Cash....	+	.00		
Cash Out.....	-	<u>.00</u>		
Receipt total.	=	60.00		

----- Distribution Of Payment -----

Transaction Description Payment Amount

CIVIL-D.E.R.	9.00	MCKEAN COUNTY GENERAL FUND
CIVIL-SERVICE	9.00	MCKEAN COUNTY GENERAL FUND
MILEAGE	26.00	MCKEAN COUNTY GENERAL FUND
NOTARY	10.00	MOREY TARA
ADD'L DEF	6.00	MCKEAN COUNTY GENERAL FUND
	<hr/> 60.00	

**COPY**

**DEPUTATION**

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

PAGE 100884

TERM & NO. 05-1537-CD

PNC BANK, N.A.

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

TERRY M. EVERSON, KAREN L. EVERSON, PETER J. EVERSON

**SERVE BY: 11/04/05**

**MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG**

**SERVE:** KAREN L. EVERSON

**ADDRESS:** 25 NELSON AVE., BRADFORD, PA 16701

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF MCKEAN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, October 20, 2005.

RESPECTFULLY,



CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100884  
NO: 05-1537-CD  
SERVICES 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, N.A.

vs.

DEFENDANT: TERRY M. EVERE, KAREN L. EVERE, PETER J. EVERE

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	456177	60.00
SHERIFF HAWKINS	PHELAN	456178	62.82
MCKEAN COUNTY	PHELAN	458883	60.00

Sworn to Before Me This

So Answers,

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



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

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

Plaintiff

v.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-1537-CP

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

OCT 05 2005

Attest

*[Signature]*  
P. McHolick/Clerk of Courts

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

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

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

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

1. Plaintiff is

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

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

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

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

3. On 05/26/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. Instrument No: 199908794. 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 03/01/2005 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	\$51,268.21
Interest	2,590.38
02/01/2005 through 10/04/2005	
(Per Diem \$10.53)	
Attorney's Fees	1,250.00
Cumulative Late Charges	314.01
05/26/1999 to 10/04/2005	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 55,972.60
Escrow	
Credit	0.00
Deficit	656.75
Subtotal	<u>\$ 656.75</u>
<b>TOTAL</b>	<b>\$ 56,629.35</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. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 56,629.35, together with interest from 10/04/2005 at the rate of \$10.53 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

## LEGAL DESCRIPTION

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on the \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

BEING the same premises conveyed to Stanley P. Allison and Elizabeth N. Allison by deed of Haley Lumber Company, Inc. dated September 15, 1949 and recorded in Clearfield County Deed Book 408, page 418. The said Stanley P. Allison died on May 26, 1975 vesting the property solely in his surviving spouse, Elizabeth N. Allison.

PROPERTY BEING: 429 CHESTNUT STREET

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: 10/4/05

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

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

Plaintiff

v.

TERRY M. EVERNS  
KAREN L. EVERNS  
PETER J. EVERNS  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
NO. 2005-1537-C  
CLEARFIELD COUNTY

Defendants

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

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

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Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

814-765-2641 x 5982  
I hereby certify this to be a true and  
attested copy of the original  
statement filed in this case

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
File #: 922635  
FEDERMAN AND PHELAN

OCT 05 2005

Attest:

Commonwealth  
Court of Courts

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PNC BANK, N.A.  
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TERRY M. EVERSON  
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PETER J. EVERSON  
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CURWENSVILLE, PA 16833

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

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Escrow	
Credit	0.00
Deficit	656.75
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<b>TOTAL</b>	<b>\$ 56,629.35</b>

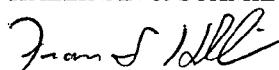
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PHELAN HALLINAN & SCHMIEG, LLP

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

## LEGAL DESCRIPTION

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on the \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

BEING the same premises conveyed to Stanley P. Allison and Elizabeth N. Allison by deed of Haley Lumber Company, Inc. dated September 15, 1949 and recorded in Clearfield County Deed Book 408, page 418. The said Stanley P. Allison died on May 26, 1975 vesting the property solely in his surviving spouse, Elizabeth N. Allison.

PROPERTY BEING: 429 CHESTNUT STREET

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: 10/4/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, N.A.  
11200 WEST PARKLAND AVENUE  
MILWAUKEE, WI 53224

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

No.: 20051537-CD

FILED *Att'y pd*  
*m 11:53 AM 20.00*  
FEB 22 2006 *CC & Notice*  
to Defs.  
William A. Shaw  
Prothonotary/Clerk of Courts  
*Statement*  
*to Att'y*  
*(60)*

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against TERRY M. EVERE, KAREN L. EVERE and PETER J. EVERE, 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	\$56,629.35
Interest (10/5/05 to 2/21/06)	<u>1,474.20</u>
<b>TOTAL</b>	<b>\$58,103.55</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*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: February 22, 2006

*Willi L. Hayes*  
PRO PROTHY

PMB

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

PNC BANK, N.A.

CLEARFIELD COUNTY

vs.

No.: 20051537-CD

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE

**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, TERRY M. EVERE, is over 18 years of age, and resides at 25 NELSON AVENUE, BRADFORD, PA 16701 .
- (c) that defendant, KAREN L. EVERE, is over 18 years of age, and resides at 627 CENTER STREET, CURWENSVILLE, PA 16833-1421.
- (d) that defendant, PETER J. EVERE, is over 18 years of age, and resides at 25 NELSON AVENUE, BRADFORD, PA 16701 .

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

Daniel G. Schmieg  
DANIEL G. SCHMIEG, ESQUIRE

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

PNC BANK, N.A.

ATTORNEY FOR PLAINTIFF

Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

TERRY M. EVERES  
PETER J. EVERES  
KAREN L. EVERES

: CLEARFIELD COUNTY

Defendants

: NO. 2005-1537-CD

TO: TERRY M. EVERES  
25 NELSON AVENUE  
BRADFORD, PA 16701

DATE OF NOTICE: DECEMBER 9, 2005

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

#### **IMPORTANT NOTICE**

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

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

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

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

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

*Francis S. Hallinan*  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

PNC BANK, N.A.

Plaintiff

Vs.

TERRY M. EVERE  
PETER J. EVERE  
KAREN L. EVERE

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 2005-1537-CD

TO: PETER J. EVERE  
25 NELSON AVENUE  
BRADFORD, PA 16701

DATE OF NOTICE: DECEMBER 9, 2005

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

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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT  
ADMINISTRATOR  
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SERVICE  
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100 SOUTH STREET  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

*Francis S. Hallinan*  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

PNC BANK, N.A.

Plaintiff

ATTORNEY FOR PLAINTIFF

Vs.

TERRY M. EVERES  
PETER J. EVERES  
KAREN L. EVERES

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 2005-1537-CD

TO: KAREN L. EVERES  
627 CENTER STREET  
CURWENSVILLE, PA 16833-1421

**DATE OF NOTICE: DECEMBER 9, 2005**

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

#### **IMPORTANT NOTICE**

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

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

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

*Francis S. Hallinan*  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PNC BANK, N.A.

Plaintiff  
vs. No.: 20051537-CD

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on February 22, 2006.

By: William J. Schmieg DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmieg  
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.\*\*

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

PNC Bank, N.A.  
Plaintiff(s)

No.: 2005-01537-CD

Real Debt: \$58,103.55

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Terry M. Evers  
Karen L. Evers  
Peter J. Evers  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 22, 2006

Expires: February 22, 2011

Certified from the record this 22nd day of February, 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

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

---

**PNC BANK, N.A.**

---

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

**vs.**

---

**No. 20051537-CD**

**TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON**

---

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$58,103.55</u>
------------	--------------------

Interest from 2/21/06 to	
Date of Sale (\$9.55 per diem)	

and Costs.

125.00

**Prothonotary costs**

Daniel G. Schmieg

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.

PMB

**FILED** *Att'y pd. 20.00*  
*3/2/2006* *1cc & 6 wants*  
*APR 27 2006* *w/ prop. descr.*  
*to Shiff*  
William A. Shaw  
Prothonotary/Clerk of Courts

APR 27 2006

FILED

No. 20051537-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, N.A.

vs.

TERRY M. EVERSS  
KAREN L. EVERSS  
PETER J. EVERSS

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

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

Address: 25 NELSON AVENUE, BRADFORD, PA 16701  
627 CENTER STREET, CURWENSVILLE, PA 16833-1421  
25 NELSON AVENUE, BRADFORD, PA 16701  
Where papers may be served.

## DESCRIPTION

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc., Plan of Lots in the E. A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc., Plan of Lots in the E. A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

BEING the same property which PATRICIA E. HARNER, a/k/a PATRICIA A. HARNER, Executrix of the Estate of ELIZABETH A. ALLISON, deceased, by deed dated May 26, 1999 and to be recorded herewith, granted and conveyed to TERRY M. EVERSON and KAREN L. EVERSON, husband and wife and PETER J. EVERSON, married, the Mortgagors herein.

## RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Terry M. Evers and Karen L. Evers, husband and wife as tenants by the entireties, as to an undivided one-half interest to be held as joint tenants with right of survivorship with Peter J. Evers, and individual, one-half interest by Deed from Patricia E. Harner also known as, Patricia A. Harner, executrix under the last will and testament of Elizabeth A. Allison deceased, late of Curwensville, dated 5-26-99, recorded 5-28-99 in Deed Book Inst#: 199908793

PREMISES BEING: 429 CHESTNUT STREET, CURWENSVILLE, PA 16833

PNC BANK, N.A.

CLEARFIELD COUNTY

No.: 20051537-CD

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE

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

PNC BANK, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 429 CHESTNUT STREET, CURWENSVILLE, PA 16833:

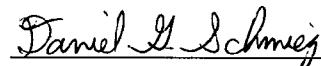
1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
<b>TERRY M. EVERE</b>	<b>25 NELSON AVENUE BRADFORD, PA 16701</b>
<b>KAREN L. EVERE</b>	<b>627 CENTER STREET CURWENSVILLE, PA 16833-1421</b>
<b>PETER J. EVERE</b>	<b>25 NELSON AVENUE BRADFORD, PA 16701</b>

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 26, 2006

PNC BANK, N.A.

CLEARFIELD COUNTY

No.: 20051537-CD

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE

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

PNC BANK, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 429 CHESTNUT STREET, CURWENSVILLE, PA 16833:

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)
------	-----------------------------------------------------------------------------------

**CITIFINANCIAL INC.**

**RD #3, BOX 146-H  
DUBOIS, PA 15801**

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)
------	-----------------------------------------------------------------------------------

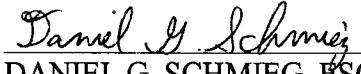
**Commonwealth of Pennsylvania**  
**Department of Welfare**

**PO Box 2675**  
**Harrisburg, PA 17105**

**Tenant/Occupant**

**429 CHESTNUT STREET**  
**CURWENSVILLE, PA 16833**

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 26, 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

PNC BANK, N.A.

No.: 20051537-CD

vs.

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON

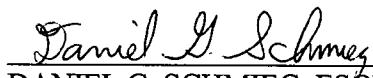
CLEARFIELD COUNTY

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:

(X) 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

---

PNC BANK, N.A.

---

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 20051537-CD

TERRY M. EVERES  
KAREN L. EVERES  
PETER J. EVERES

---

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: **429 CHESTNUT STREET, CURWENSVILLE, PA 16833**

(See legal description attached.)

Amount Due	<u>\$58,103.55</u>
Interest from 2/21/06 to Date of Sale (\$9.55 per diem)	<u>\$ _____</u>
Total	<u>\$ 125.00</u> Plus costs as endorsed. <b>Prothonotary costs</b>

Dated 4/27/06  
(SEAL)

W. W. Ober  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

PMB

No. 20051537-CD

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

PNC BANK, N.A.

VS.

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$58,103.55</u>
Int. from 2/21/06 to Date of Sale (\$9.55 per diem)	
Costs	
Prothy. Pd.	<u>125.00</u>
Sheriff	

Daniel G. Schmitz  
Attorney for Plaintiff

Address: 25 NELSON AVENUE, BRADFORD, PA 16701  
627 CENTER STREET, CURWENSVILLE, PA 16833-1421  
25 NELSON AVENUE, BRADFORD, PA 16701  
Where papers may be served.

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

### DESCRIPTION

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc., Plan of Lots in the E. A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc., Plan of Lots in the E. A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

BEING the same property which PATRICIA E. HARNER, a/k/a PATRICIA A. HARNER, Executrix of the Estate of ELIZABETH A. ALLISON, deceased, by deed dated May 26, 1999 and to be recorded herewith, granted and conveyed to TERRY M. EVERSON and KAREN L. EVERSON, husband and wife and PETER J. EVERSON, married, the Mortgagors herein.

### RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Terry M. Evers and Karen L. Evers, husband and wife as tenants by the entireties, as to an undivided one-half interest to be held as joint tenants with right of survivorship with Peter J. Evers, and individual, one-half interest by Deed from Patricia E. Harner also known as, Patricia A. Harner, executrix under the last will and testament of Elizabeth A. Allison deceased, late of Curwensville, dated 5-26-99, recorded 5-28-99 in Deed Book Inst#: 199908793

PREMISES BEING: 429 CHESTNUT STREET, CURWENSVILLE, PA 16833

PHELAN HALLINAN & SCHMIEG, LLP  
By: DANIEL SCHMIEG, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION,  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PNC BANK, N.A.

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

No.: 20051537-CD

TERRY M. EVERNS  
KAREN L. EVERNS  
PETER J. EVERNS

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

DANIEL SCHMIEG, ESQUIRE, Attorney for Plaintiff, hereby certifies that service of the NOTICE OF SHERIFF SALE was made by sending a true and correct copy by regular mail to **JOSEPH M. MARASCO, ESQUIRE**, Attorney of Record for Defendant(s), **TERRY M. EVERNS**, at **71 MAIN STREET, SUITE 302, BRADFORD, PA 16701** on **MAY 24, 2006**.

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

*Daniel G. Schmieg*  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE

Date: June 30, 2006

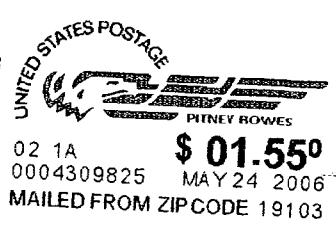
FILED <sup>no cc</sup>  
MAY 03 2006  
JUL 03 2006  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

Name and  
Address  
Of Sender

PHELAN HALINAN & SCHMIEG  
One Penn Center at Suburban Station      Suite 1400  
Philadelphia, PA 19103-1814      JOSEPH GARDELLIS/PMB

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	TERRY M. EVERS	Tenant/Occupant, 429 CHESTNUT STREET, CURWENSVILLE, PA 16833		
2	5238983463	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		CITIFINANCIAL INC. RD #3, BOX 146-H DUBOIS, PA 15801		
5		JOSEPH M. MARASCO, ESQ. 71 MAIN STREET, SUITE 302 BRADFORD, PA 16701		
6				
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11				
12				
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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.



SALE DATE: **JULY 7, 2006**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

**PNC BANK, N.A.**

**No.: 20051537-CD**

**vs.**

**TERRY M. EVERESE  
KAREN L. EVERESE  
PETER J. EVERESE**

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

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

**429 CHESTNUT STREET, CURWENSVILLE, PA 16833.**

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

June 30, 2006

**FILED**  
m 11.00 p.m.  
JUL 03 2006  
no cc  
W.M.

William A. Shaw  
Prothonotary/Clerk of Courts

PNC BANK, N.A.

CLEARFIELD COUNTY

No.: 20051537-CD

vs.

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON

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

PNC BANK, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 429 CHESTNUT STREET, CURWENSVILLE, PA 16833:

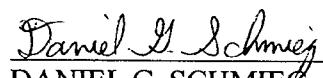
1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
<b>TERRY M. EVERSON</b>	<b>25 NELSON AVENUE BRADFORD, PA 16701</b>
<b>KAREN L. EVERSON</b>	<b>627 CENTER STREET CURWENSVILLE, PA 16833-1421</b>
<b>PETER J. EVERSON</b>	<b>25 NELSON AVENUE BRADFORD, PA 16701</b>

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 26, 2006

PNC BANK, N.A.

CLEARFIELD COUNTY

No.: 20051537-CD

vs.

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON

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

PNC BANK, N.A., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 429 CHESTNUT STREET, CURWENSVILLE, PA 16833:

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 reasonably ascertained, please indicate)
------	-----------------------------------------------------------------------------------

**CITIFINANCIAL INC.**

**RD #3, BOX 146-H  
DUBOIS, PA 15801**

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**

**429 CHESTNUT STREET**  
**CURWENSVILLE, PA 16833**

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

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

April 26, 2006

**PNC BANK, N.A.**

vs.

**TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON**

**TO: All parties in Interest and Claimants**

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

**OWNER(S): TERRY M. EVERSON & KAREN L. EVERSON & PETER J. EVERSON**

**PROPERTY: 429 CHESTNUT STREET, CURWENSVILLE, PA 16833**

Improvements: Residential dwelling

Judgment Amount: **\$58,103.55**

**CLEARFIELD COUNTY  
No. 20051537-CD**

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on **FRIDAY, JULY 7, 2006**, at the Clearfield County Courthouse, 1 North 2<sup>nd</sup> Street, Suite 116, Clearfield, PA 16830 at **10:00 A.M.**.

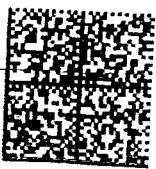
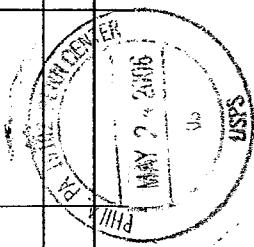
Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to **CONTACT YOUR OWN ATTORNEY**, as we are not permitted to give you legal advice.

The Sheriff will file a schedule of Distribution on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Name and  
Address  
Of Sender

PHELAN HALLINAN & SCHMIEG  
One Penn Center at Suburban Station Suite 1400  
Philadelphia, PA 19103-1814 JOSEPH GARDELLIS/PMB

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	TERRY M. EVERNS	Tenant/Occupant, 429 CHESTNUT STREET, CURWENSVILLE, PA 16833		
2	5238983463	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		CITIFINANCIAL INC. RD #3, BOX 146-H DUBOIS, PA 15801		
5		JOSEPH M. MARASCO, ESQ. 71 MAIN STREET, SUITE 302 BRADFORD, PA 16701		
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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 \$200. 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.



UNITED STATES POSTAGE  
02 1A  
PITNEY BOWES  
\$ 01.55<sup>0</sup>  
MAY 24 2006  
MAILED FROM ZIP CODE 19103

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PNC Bank, N.A.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers

: No. 2005-1537-CD

Karen L. Evers

Peter J. Evers

Defendants

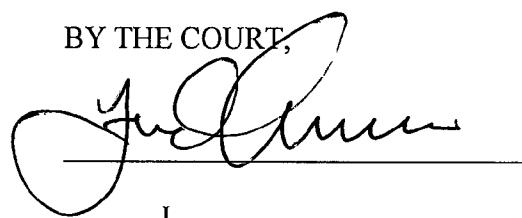
**ORDER**

AND NOW, this 27 day of July 2006, upon consideration of Plaintiff's Motion to Reassess Damages, a Rule is hereby issued upon Defendants to appear and show cause why the motion should not be granted.

Argument is scheduled for the 23<sup>rd</sup> day of August 2006, at 2:30 P.M.

1 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED  
07/27/2006  
JUL 27 2006  
Bradford  
*Shaw*

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 7/27/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

Prothonotary/Clerk of Courts  
William A. Shaw

JUL 27 2006

FILED

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

PNC Bank, N.A.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas  
Plaintiff : Civil Division  
vs. : Clearfield County  
Terry M. Evers : No. 2005-1537-CD  
Karen L. Evers  
Peter J. Evers  
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 October 5, 2005, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on February 22, 2006 in the amount of \$58,103.55. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on September 1, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

**FILED**

JUL 24 2006

10:45 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

No C/C

4 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:

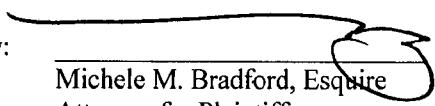
Principal Balance	\$51,268.21
Interest Through 9/1/06	6,075.81
Per Diem \$10.53	
Late Charges	503.82
Legal fees	1,675.00
Cost of Suit and Title	1,387.50
Sheriff's Sale Costs	2,525.82
Property Inspections	4,343.90
Appraisal/BPO	0.00
MIP/PMI	61.11
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>2,418.06</u>
<b>TOTAL</b>	<b>\$70,259.23</b>

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.
6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

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

Date: 7/24/06

Phelan Hallinan & Schmieg, LLP

By: 

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

PNC Bank, N.A.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

: No. 2005-1537-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 429 Chestnut Street, Curwensville, PA 16833. 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 excessive 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. 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.

## **III. 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.

## **IV. 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). The provision of the Mortgage which allows the Plaintiff to recover attorney's fees in the instant action is highlighted for the court's reference.

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.

#### **V. 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 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.

**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: 7/24/10

By:

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

# **Exhibit “A”**

William A. Shaw  
Prothonotary, Clearfield County Courts  
0070352003

William A. Shaw  
Prothonotary, Clearfield County 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

**PNC BANK, N.A.**  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

Plaintiff

v.

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-1531-C0

CLEARFIELD COUNTY

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

Defendants

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

**NOTICE**

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

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

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

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

Notice to Defend:  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
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**

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

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

v.  
Plaintiff

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
NO.  
CLEARFIELD COUNTY

Defendants

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

**NOTICE**

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

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

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

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

Notice to Defend:  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
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

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

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

TERRY M. EVERNS  
KAREN L. EVERNS  
PETER J. EVERNS  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

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

3. On 05/26/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. Instrument No: 199908794. 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 03/01/2005 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	\$51,268.21
Interest 02/01/2005 through 10/04/2005 (Per Diem \$10.53)	2,590.38
Attorney's Fees	1,250.00
Cumulative Late Charges 05/26/1999 to 10/04/2005	314.01
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 55,972.60
Escrow	
Credit	0.00
Deficit	656.75
Subtotal	<u>\$ 656.75</u>
<b>TOTAL</b>	<b>\$ 56,629.35</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. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 56,629.35, together with interest from 10/04/2005 at the rate of \$10.53 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

## LEGAL DESCRIPTION

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on the \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

BEING the same premises conveyed to Stanley P. Allison and Elizabeth N. Allison by deed of Haley Lumber Company, Inc. dated September 15, 1949 and recorded in Clearfield County Deed Book 408, page 418. The said Stanley P. Allison died on May 26, 1975 vesting the property solely in his surviving spouse, Elizabeth N. Allison.

PROPERTY BEING: 429 CHESTNUT STREET

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  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 10/4/05

# **Exhibit “B”**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, N.A.  
11200 WEST PARKLAND AVENUE  
MILWAUKEE, WI 53224

No.: 20051537-CD

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

FILED  
1253  
FEB 22 2006

William A. Shaw  
Prothonotary/Clerk of Courts

ATTORNEY FILE COPY  
PLEASE RETURN

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

TO THE PROTHONOTARY:

ATTORNEY FILE COPY  
PLEASE RETURN

Kindly enter judgment in favor of the Plaintiff and against TERRY M. EVERE, KAREN L. EVERE and PETER J. EVERE, 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	\$56,629.35
Interest (10/5/05 to 2/21/06)	<u>1,474.20</u>
<b>TOTAL</b>	<b>\$58,103.55</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*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: February 22, 2006

COPY  
PRO BROTO

PMB

ATTORNEY FILE COPY  
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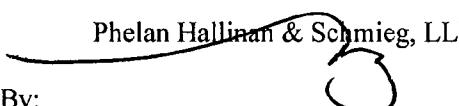
ATTORNEY FILE COPY  
PLEASE RETURN

**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: 7/24/08

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

PNC Bank, N.A.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

Defendants

: No. 2005-1537-CD

**CERTIFICATION OF SERVICE**

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

Terry M. Evers  
Karen L. Evers  
Peter J. Evers  
429 Chestnut Street  
Curwensville, PA 16833

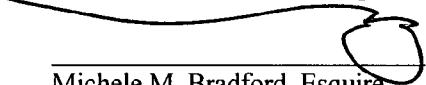
Peter J. Evers  
25 Nelson Avenue  
Bradford, PA 16701

Joseph M. Marasco, Esquire  
71 Main Street, Suite 302  
Bradford, PA 16701

DATE: 7/24/06

By:

Phelan Hallinan & Schmieg, LLP

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

ATTORNEY FOR PLAINTIFF

PNC Bank, N.A.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

: No. 2005-1537-CD

Defendants

**CERTIFICATION OF SERVICE**

I, MICHELE M. BRADFORD, Esquire, hereby certify that a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of August 23, 2006 at 2:30 PM has been served upon the following persons:

Terry M. Evers  
Karen L. Evers  
Peter J. Evers  
429 Chestnut Street  
Curwensville, PA 16833

Peter J. Evers  
25 Nelson Avenue  
Bradford, PA 16701

Joseph M. Marasco, Esquire  
71 Main Street, Suite 302  
Bradford, PA 16701

FILED *no cc*  
M 11/16/06  
AUG 02 2006  
CON  
William A. Shaw  
Prothonotary/Clerk of Courts

Date: 8/1/06

PHELAN HALLINAN & SCHMIEG, LLP

By: Michele M. Bradford, Esquire  
Attorney for Plaintiff

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

PNC BANK, N.A.

:

VS.

: NO. 05-1537-CD

TERRY M. EVERSON, KAREN L. EVERSON :

and PETER J. EVERSON :

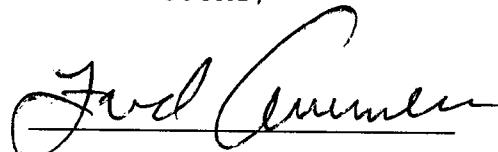
O R D E R

AND NOW, this 23rd day of August, 2006, following oral argument on the Plaintiff's Motion to Reassess Damages; the Court concur with Plaintiff's counsel that evidentiary hearing is necessary, it is the ORDER of this Court as follows:

1. An evidentiary hearing is hereby scheduled for Tuesday, August 29, 2006, at 2:30 p.m., Courtroom No. 1, Clearfield County Courthouse.

2. No more than three (3) days prior to the scheduled date of the evidentiary hearing, Plaintiff shall pay attorney's fees to Joseph M. Marasco, in the amount of Five Hundred (\$500.00) Dollars.

BY THE COURT,



President Judge

FILED 2006  
0123456789  
AUG 25 2006 Atty: Hallinan  
Marasco

William A. Shaw  
Prothonotary/Clerk of Courts

(6K)

AUG 25 2006

END

DATE: 8/25/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

PNC Bank, N.A.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
 Karen L. Evers  
 Peter J. Evers

Defendants

: No. 2005-1537-CD

**FILED**

*Ema*  
AUG 29 2006

*M/12/30/2006*  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 No C/C

**PLAINTIFF'S MOTION FOR CONTINUANCE**

Plaintiff, by its attorney, Michele M. Bradford, Esquire, moves the Court to grant a continuance, and in support thereof avers the following:

1. This is a mortgage foreclosure action commenced by Plaintiff against Defendants on October 5, 2005 due to the Defendants' default under the terms of the mortgage.
2. A default judgment was entered against the Defendants on February 22, 2006 in the amount of \$58,103.55. Pennsylvania law limits the amount of a default judgment to the amounts claimed in the complaint.
3. Additional sums were incurred or expended on Defendants' behalf since the Complaint was filed, so Plaintiff filed a Motion to Reassess Damages on July 24, 2006 requesting that the Court increase its judgment, as is permitted by Pennsylvania law. Nationsbanc 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).
- 4 The Court scheduled oral argument on Plaintiff's Motion to Reassess Damages for August 23, 2006 at 2:30 pm.
5. Counsel for Plaintiff and Defendants appeared and presented argument on August 23, 2006. The Court reserved decision on the Motion and scheduled an evidentiary hearing for Tuesday, August 29, 2006.

6. Plaintiff requested the Court's permission to present witness testimony by telephone, but the Court declined to grant this request without the consent of Defendants' counsel. Defendants' counsel has not returned phone calls made by Plaintiff's counsel, so consent was not possible.

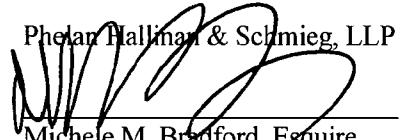
7. Despite its efforts, Plaintiff is unable to send a witness from Milwaukee, Wisconsin to Clearfield, Pennsylvania on such short notice.

8. Accordingly, Plaintiff respectfully requests that the Court grant a continuance of the August 29, 2006 hearing to provide Plaintiff with sufficient advance notice to produce a witness for the hearing.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant a continuance of the August 29, 2006 hearing on Plaintiff's Motion to Reassess Damages.

Date: 8/27/06

By:

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

**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 for Continuance 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: 8/27/05

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

PNC Bank, N.A.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

: No. 2005-1537-CD

Defendants

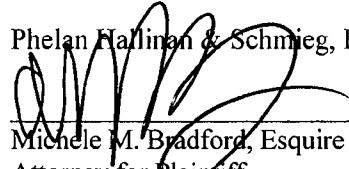
**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's Motion for Continuance was sent to the following individual on the date indicated below.

Joseph M. Marasco, Esquire  
71 Main Street, Suite 302  
Bradford, PA 16701  
via fax: 814-362-2033

DATE: 8/27/06

By:

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

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

PNC Bank, N.A.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

: No. 2005-1537-CD

Defendants

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon consideration of Plaintiff's Motion for Continuance, it is hereby

ORDERED and DECREED that the hearing scheduled for August 29, 2006 at 2:30 pm on Plaintiff's Motion to Reassess Damages is hereby continued to \_\_\_\_\_, 2006 at \_\_\_\_\_ A.M./P.M in Courtroom No. \_\_\_\_\_ in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

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

122635

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

PNC BANK, N.A.

Plaintiff

vs.

TERRY M. EVERNS

KAREN L. EVERNS

PETER J. EVERNS

\*

\*

\*

NO. 2005-1537-CD

\*

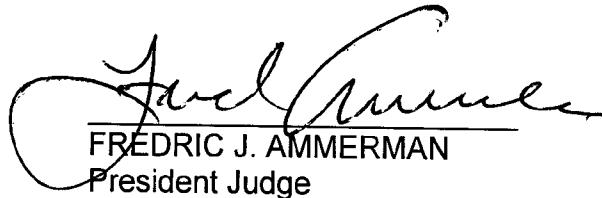
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\*

ORDER

NOW, this 28th day of August, 2006, upon consideration of Plaintiff's Motion for Continuance, it is hereby ORDERED and DECREED that the hearing scheduled for August 29, 2006 at 2:30 p.m. on Plaintiff's Motion to Reassess Damages be and is hereby continued to the 13<sup>th</sup> day of September, 2006 at 2:30 P.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED

AUG 30 2006  
0111:50 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
(CPLT TO ATTY'S)

Court FAX COPY TO

ATTY'S 6

DATE: 8-30-06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

**PNC BANK, N.A.**

Plaintiff,

vs.

**TERRY M. EVERES  
KAREN L. EVERES  
PETER J. EVERES,**

Defendants.

\*

\*

\*

\* **No. 2005-1537-CD**

\*

\*

\*

\*

\*

\* Type of Pleading:  
\* Motion for Postponement of Sheriff's Sale

\* And Order

\*

\* Filed on behalf of:  
\* PNC Bank, N.A., Plaintiff

\*

\*

\* COUNSEL OF RECORD FOR THIS PARTY:

\*

\* John R. Lhota, Attorney at Law  
\* John R. Lhota, P.C.  
\* 110 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-9611

\*

\* Supreme Court No. 22492

By:

John R. Lhota, Attorney at Law  
John R. Lhota, P.C.

FILED acc Atty Lhota  
09:10 AM  
SEP 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
By: MICHELE BRADFORD, ESQUIRE  
IDENTIFICATION NO. 69849  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-1100

ATTORNEY FOR PLAINTIFF

PNC BANK, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE

CLEARFIELD COUNTY

No.: 20051537-CD

**MOTION FOR POSTPONEMENT OF SHERIFF'S SALE**

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

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for SEPTEMBER 1, 2006.
2. Due to the excessive period of time between the initiation of the Mortgage Foreclosure Action and the entry of Judgment and the Sheriff's Sale date, damages as previously assessed by the Court are outdated and must be increased.
3. A postponement of the Sheriff's sale will give the Honorable Court the necessary time to rule on the Plaintiff's Motion to Reassess Damages, which was filed on July 24, 2006.

WHEREFORE, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to OCTOBER 6, 2006.

RESPECTFULLY SUBMITTED:  
PHELAN HALLINAN & SCHMIEG, LLP

JOHN R. LHOTA, ESQUIRE  
for  
MICHELE BRADFORD, ESQUIRE  
ATTORNEY FOR PLAINTIFF

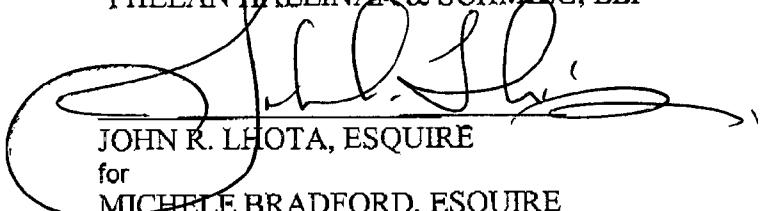
VERIFICATION

MICHELE BRADFORD, Esquire, hereby states that she is the attorney for the plaintiff in this action, that she is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of her 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: August 31, 2006

RESPECTFULLY SUBMITTED:  
PHELAN HALLINAN & SCHMIEG, LLP



JOHN R. LHOTA, ESQUIRE  
for  
MICHELE BRADFORD, ESQUIRE  
ATTORNEY FOR PLAINTIFF

PNC BANK, N.A.

COURT OF COMMON PLEAS  
CIVIL DIVISION

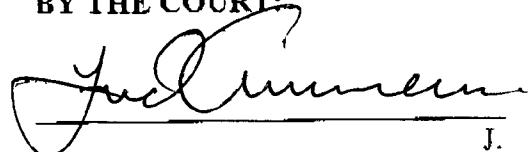
vs.

TERRY M. EVEREVS  
KAREN L. EVEREVS  
PETER J. EVEREVSCLEARFIELD COUNTY  
No.: 20051537-CDORDER

AND NOW, this 1 day of September, 2006, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby  
**ORDERED** that the sale is extended to the regularly scheduled CLEARFIELD County Sheriff's Sale dated OCTOBER 6, 2006.

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

BY THE COURT:

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

**FILED**  
09/10/06 (Att'y Chkd  
Latty will serve  
Shff)  
SEP 01 2006

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

CLIFFFIELD, PENNSYLVANIA 16830  
110 NORTH SECOND STREET  
ATTORNEY AT LAW  
JOHN R. LHOYA, P.C.

\_\_\_\_\_  
Lap over margin \_\_\_\_\_

PHELAN HALLINAN & SCHMIEG, LLP  
By: MICHELE BRADFORD, ESQUIRE  
IDENTIFICATION NO. 69849  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PNC BANK, N.A.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE

CLEARFIELD COUNTY

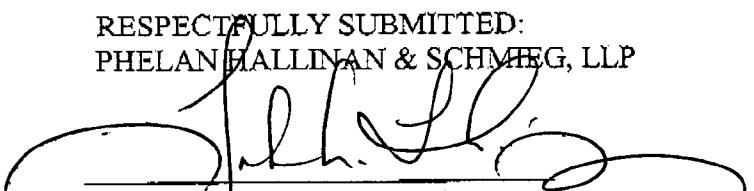
No.: 20051537-CD

**CERTIFICATION OF SERVICE**

I, MICHELE BRADFORD, Esquire hereby certify that a copy of the Motion for Postponement of Sheriff's Sale has been sent to the individuals indicated below on August 31, 2006

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

RESPECTFULLY SUBMITTED:  
PHELAN HALLINAN & SCHMIEG, LLP

  
JOHN R. LHOTA, ESQUIRE  
for  
MICHELE BRADFORD, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED  
SEP 06 2006  
3CC atty lhot  
William A. Shaw  
Prothonotary/Clerk of Courts

CLIFFFIELD, PENNSYLVANIA 16830  
110 NORTH SECOND STREET  
ATTORNEY AT LAW  
JOHN R. LHOYA, P.C.

\_\_\_\_\_  
Lap over margin \_\_\_\_\_

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

PNC BANK, N.A. \*  
Plaintiff \*  
vs. \* NO. 05-1537-CD  
TERRY M. EVERSON \*  
KAREN L. EVERSON \*  
PETER J. EVERSON, \*  
Defendants \*

ORDER

AND NOW, this 13<sup>th</sup> day of September, 2006 the Prothonotary is ORDERED to amend the judgment in this case as follows:

Principal Balance	\$51,268.21
Interest through 10/1/06	\$ 6,408.60
Late Charges	\$ 566.99
Legal fees	\$ 725.00
Cost of Suit and Title	\$ 1,262.50
Sheriff's Sale Costs	\$ 2,500.00
Property Inspections/Repairs	\$ 5,086.40
Appraisal/BPO	\$ 0.00
MIP/PMI	\$ 40.74
NSF	\$ 0.00
Suspense/Misc. Credits	\$ 0.00
Escrow Deficit	<u>\$ 2,479.17</u>
 TOTAL	 <b>\$70,337.61</b>

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
OCT 3 2006  
SEP 18 2006

1CC  
Attns:  
Hannan  
Marasco

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

# FILED

SEP 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/18/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s)

Plaintiff(s) Attorney

Other

Defendant(s)  Defendant(s) Attorney  
 Special Instructions:

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

PNC Bank, N.A.

Plaintiff

vs.

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

Defendants

ATTORNEY FOR PLAINTIFF

FILED NO. 2147  
mho:2147  
SEP 22 2006  
©

William A. Shaw  
Prothonotary/Clerk of Courts

Court of Common Pleas  
Civil Division

Clearfield County  
No.: 2005-1537-CD

**MOTION FOR RECONSIDERATION**

1. On July 24, 2006, Plaintiff filed a Motion to Reassess Damages seeking to increase its February 22, 2006 in rem foreclosure judgment from \$58,103.55 to \$70,259.23.

2. By Order dated July 27, 2006, the Court issued a rule upon the Defendants to appear and show cause why the motion should not be granted. The Order scheduled *argument* for August 23, 2006 at 2:30 p.m. A true and correct copy of the July 27, 2006 Order is attached hereto, made part hereof, and marked as Exhibit A.

3. Plaintiff's local counsel, John R. Lhota, Esquire appeared and presented oral argument on Plaintiff's Motion to Reassess Damages on August 23, 2006.

4. On August 23, 2006, the Court entered an Order which stated in part, "following *oral argument* on Plaintiff's Motion to Reassess Damages, the Court concurs with Plaintiff's counsel that an evidentiary hearing is necessary..." (emphasis added). The Order proceeded to schedule an evidentiary hearing for August 29, 2006.

5. The August 23, 2006 Order also directed Plaintiff, PNC Bank, to pay Defendants' counsel, Joseph Marasco, the sum of \$500.00 in attorney fees. The Order did not provide any explanation or reason for the award of attorney fees. A true and correct copy of the August 23, 2006 Order is attached hereto, made part hereof, and marked as Exhibit B.

6. On August 29, 2006, Plaintiff requested a continuance of the evidentiary hearing, which was granted by Order dated August 28, 2006. The Order scheduled the evidentiary hearing for September 13, 2006. A true and correct copy of the August 28, 2006 Order is attached hereto, made part hereof, and marked as Exhibit C.

7. On September 13, 2006, Plaintiff's counsel, Mark J. Pecarchik, appeared and introduced witness testimony from Kathy Rintelman of Washington Mutual Bank on behalf of the Plaintiff.

8. The Court entered an Order September 13, 2006 granting Plaintiff's Motion to Reassess Damages and increasing Plaintiff's judgment to \$70,337.61, more than was requested in Plaintiff's original Motion to Reassess Damages. A true and correct copy of the September 13, 2006 Order is attached hereto, made part hereof, and marked as Exhibit D. At the September 13, 2006 hearing, Mark Pecarchik orally requested that the award of attorney fees be stricken, which was denied by the Court.

9. The undersigned counsel was informed that the Court's explanation at the September 13, 2006 hearing for the award of attorney fees was that counsel who appeared at the August 23, 2006 Court date was unprepared and that he did not have a witness available at that time to testify to the amounts due. However, the August 23, 2006 Court date was scheduled for oral argument, not an evidentiary hearing.

10. In addition, the August 23, 2006 Order awarding attorney fees directs the Plaintiff to pay the attorney fees, not Plaintiff's counsel.

11. Despite making several inquiries, the undersigned counsel has not been able to learn any reasonable explanation for the award of attorney fees.

12. Plaintiff at all times has proceeded fully in conformity with the Court's Orders.

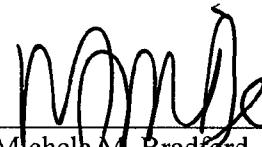
13. Plaintiff was victorious on the substantive issues in the Motion to Reassess Damages.

WHEREFORE, Plaintiff respectfully requests that the Court strike the award of attorney fees.

Phelan Hallinan & Schmieg, LLP

DATE: 9/21/06

By:

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **EXHIBIT A**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PNC Bank, N.A.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Terry M. Evers  
Karen L. Evers  
Peter J. Evers

: No. 2005-1537-CD

Defendants

**ORDER**

AND NOW, this 27 day of July 2006, upon consideration of Plaintiff's Motion to Reassess Damages, a Rule is hereby issued upon Defendants to appear and show cause why the motion should not be granted.

Argument is scheduled for the 23<sup>rd</sup> day of August 2006, at 2:30 p.m.  
1 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

/s/ Fredric J. Ammerman

J.

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

JUL 27 2006

Attest.

*William L. Ober*  
Prothonotary/  
Clerk of Courts

122685

## **EXHIBIT B**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PNC BANK, N.A.

:

VS.

: NO. 05-1537-CD

TERRY M. EVERSON, KAREN L. EVERSON

:

and PETER J. EVERSON

:

O R D E R

AND NOW, this 23rd day of August, 2006, following oral argument on the Plaintiff's Motion to Reassess Damages; the Court concur with Plaintiff's counsel that evidentiary hearing is necessary, it is the ORDER of this Court as follows:

1. An evidentiary hearing is hereby scheduled for Tuesday, August 29, 2006, at 2:30 p.m., Courtroom No. 1, Clearfield County Courthouse.

2. No more than three (3) days prior to the scheduled date of the evidentiary hearing, Plaintiff shall pay attorney's fees to Joseph M. Marasco, in the amount of Five Hundred (\$500.00) Dollars.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

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

AUG 25 2006

Attest.



William L. Ober  
Prothonotary/  
Clerk of Courts

# **EXHIBIT C**

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

PNC BANK, N.A.

Plaintiff

vs.

TERRY M. EVERES

KAREN L. EVERES

PETER J. EVERES

\*

\*

\*

NO. 2005-1537-CD

\*

\*

\*

**ORDER**

NOW, this 28th day of August, 2006, upon consideration of Plaintiff's Motion for Continuance, it is hereby ORDERED and DECREED that the hearing scheduled for August 29, 2006 at 2:30 p.m. on Plaintiff's Motion to Reassess Damages be and is hereby continued to the 13<sup>th</sup> day of September, 2006 at 2:30 P m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

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.

AUG 30 2006

Attest.



William L. Ober  
Prothonotary/  
Clerk of Courts

## **EXHIBIT D**

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

PNC BANK, N.A.

Plaintiff

vs.

TERRY M. EVERNS

KAREN L. EVERNS

PETER J. EVERNS,

Defendants

NO. 05-1537-CD

**ORDER**

AND NOW, this 13<sup>th</sup> day of September, 2006 the Prothonotary is ORDERED to amend the judgment in this case as follows:

Principal Balance	\$51,268.21
Interest through 10/1/06	\$ 6,408.60
Late Charges	\$ 566.99
Legal fees	\$ 725.00
Cost of Suit and Title	\$ 1,262.50
Sheriff's Sale Costs	\$ 2,500.00
Property Inspections/Repairs	\$ 5,086.40
Appraisal/BPO	\$ 0.00
MIP/PMI	\$ 40.74
NSF	\$ 0.00
Suspense/Misc. Credits	\$ 0.00
Escrow Deficit	<u>\$ 2,479.17</u>
 TOTAL	 \$70,337.61

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

11537-CD  
SEP 18 2006

Attns:  
Hallinan  
Marasco

William A. Shaw  
Prothonotary/Clerk of Courts

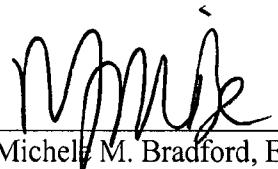
**VERIFICATION**

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 for Reconsideration 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.

Phelan Hallinan & Schmieg, LLP

DATE: 9/21/06

By:

  
\_\_\_\_\_  
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

PNC Bank, N.A.	:	Court of Common Pleas
Plaintiff	:	Civil Division
	:	
vs.	:	Clearfield County
	:	No.: 2005-1537-CD
Terry M. Evers	:	
Karen L. Evers	:	
Peter J. Evers	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's Motion for  
Reconsideration was sent to the following individual on the date indicated below.

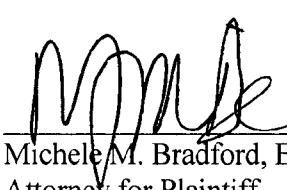
John R. Lhota, Esquire  
110 North Second Street  
Clearfield, PA 16830  
(via facsimile only 814-765-9503)

Joseph M. Marasco, Esquire  
71 Main Street, Suite 302  
Bradford, PA 16701  
(via facsimile only 814-362-2033)

Phelan Hallinan & Schmieg, LLP

DATE: 9/21/06

By:

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PNC Bank, N.A.	:	Court of Common Pleas
Plaintiff	:	Civil Division
	:	
vs.	:	Clearfield County
	:	No.: 2005-1537-CD
Terry M. Evers	:	
Karen L. Evers	:	
Peter J. Evers	:	
Defendants	:	

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon  
consideration of Plaintiff's Motion for Reconsideration, it is hereby:

ORDERED and DECREED that this Court's Order of August 23, 2006 is hereby  
vacated pending reconsideration.

BY THE COURT:

---

J.

Michele M. Bradford, Esquire  
Joseph M. Marasco, Esquire  
John R. Lhota, Esquire  
Mark J. Pecarchik, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PNC Bank, N.A.	:	Court of Common Pleas
Plaintiff	:	Civil Division
	:	
vs.	:	Clearfield County
	:	No.: 2005-1537-CD
Terry M. Evers	:	
Karen L. Evers	:	
Peter J. Evers	:	
Defendants	:	

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon  
consideration of Plaintiff's Motion for Reconsideration and any response thereto, it is  
hereby:

ORDERED and DECREED that the Motion for Reconsideration is granted.

BY THE COURT:

---

J.

Michele M. Bradford, Esquire  
Joseph M. Marasco, Esquire  
John R. Lhota, Esquire  
Mark J. Pecarchik, Esquire

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

PNC Bank, N.A.,  
Plaintiff  
vs.  
Terry M. Evers  
Karen L. Evers  
Peter J. Evers

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

No. 05-1537-CD

ICCAHYS:  
**FILED**  
01/25/2007 Bradford Hallinan  
SEP 27 2006 Marasco

ORDER

William A. Shaw  
Prothonotary/Clerk of Courts  
CK

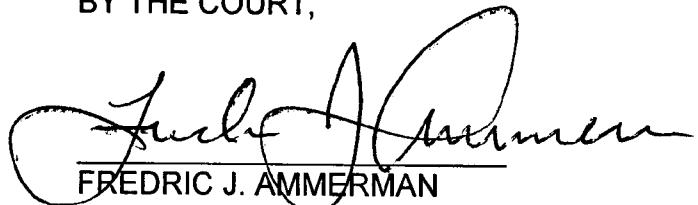
AND NOW, this 26th day of September, 2006, the Court being in receipt of the Defendant's Motion for Reconsideration of the Court's Order of August 23, 2006 and the Court noting as follows:

1. In paragraph 11 of the said Motion counsel for the Plaintiff states "[d]espite making several inquiries, the undersigned counsel has not been able to learn any reasonable explanation for the award of attorney's fees.;"
2. The Court awarded \$500.00 in attorney's fees at the original hearing scheduled for August 23, 2006. At that time, the Plaintiff was represented by its' local counsel, John Lhota, Esquire. The Court explained on the record at that time why the attorney's fees were being awarded;
3. An evidentiary hearing was then held before the Court on September 13, 2006. At that time the Plaintiff was represented by Attorney Mark J. Pecarchik. At the conclusion of the evidentiary hearing on the Plaintiff's Petition to Reassess Damages, Attorney Pecarchik made an oral motion requesting that the Court rescind the August 23, 2006 Order which awarded attorney's fees as he was not aware of the reason why attorney's fees were

awarded. At that time the Court thoroughly explained the Court's rationale for the awarding of the attorney's fees on the record and dismissed the oral motion.

4. This Court has difficulty understanding why Michele M. Bradford, Esquire, Attorney for the Plaintiff is now stating that she is unaware as to why the Court awarded the attorney's fees.
5. Pursuant to the above, it is the ORDER of this Court that the Motion for Reconsideration be and is hereby DENIED.

BY THE COURT,



Fredric J. Ammerman  
FREDRIC J. AMMERMAN  
President Judge

FILED

SEP 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/27/06

10

       You are responsible for serving all appropriate parties.

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

       Plaintiff(s)  Plaintiff(s) Attorney        Other  
       Defendant(s)  Defendant(s) Attorney

       Special Instructions:

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

PNC BANK, N.A.

:

VS.

: NO. 05-1537-CD

TERRY M. EVERE, KAREN L. EVERE :

and PETER J. EVERE :

N O T I C E

In accordance with the Rules of Appellate Procedure Rule 1922, Notice is hereby given that if no objections are made to the text of the transcript within five (5) days after such notice, the transcript in the above-captioned matter will become part of the record upon being filed in the Prothonotary's Office.

DATE: October 16, 2006



CATHY J. PROVOST, RPR

Official Court Reporter

FILED  
013-3e67 NO  
OCT 16 2006  
GP

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PNC BANK, N.A.

:

VS.

: NO. 05-1537-CD

TERRY M. EVERSON, KAREN L. EVERSON :

and PETER J. EVERSON :

N O T I C E

In accordance with the Rules of Appellate Procedure Rule 1922, Notice is hereby given that if no objections are made to the text of the transcript within five (5) days after such notice, the transcript in the above-captioned matter will become part of the record upon being filed in the Prothonotary's Office.

DATE: October 16, 2006



CATHY J. PROVOST, RPR

Official Court Reporter

FILED  
OCT 16 2006  
NOCC  
WAS  
Clerk

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20332  
NO: 05-1537-CD

PLAINTIFF: PNC BANK, N.A.

vs.

DEFENDANT: TERRY M. EVERES AND KAREN L. EVERES AND PETER J. EVERES

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 04/27/2006

LEVY TAKEN 05/04/2006 @ 2:10 PM

POSTED 05/04/2006 @ 2:10 PM

SALE HELD 10/06/2006

SOLD TO WASHINGTON MUTUAL BANK, FA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/06/2006 12-18-06

DATE DEED FILED 11/06/2006 12-14-06

PROPERTY ADDRESS 429 CHESTNUT STREET CURWENSVILLE , PA 16833

**FILED**  
01/09/2007 12:10 PM  
DEC 18 2006  
WMA

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

05/17/2006 @ 9:40 AM SERVED TERRY M. EVERES

MCKEAN COUNTY SERVED TERRY M. EVERES, DEFENDANT, AT HIS RESIDENCE 25 NELSON AVENUE, BRADFORD, MCKEAN COUNTY, PENNSYLVANIA BY HANDING TO TERRY M. EVERES

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

05/04/2006 @ 2:16 PM SERVED KAREN L. EVERES

SERVED KAREN L. EVERES, DEFENDANT, AT HER RESIDENCE 627 CENTER STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN L. EVERES

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

05/17/2006 @ 9:40 AM SERVED PETER J. EVERES

MCKEAN COUNTY SERVED PETER J. EVERES, DEFENDANT, AT HIS RESIDENCE 25 NELSON AVENUE, BRADFORD, MCKEAN COUNTY, PENNSYLVANIA BY HANDING TO TERRY EVERES HIS SON

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

@ SERVED

NOW, JULY 7, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JULY 7, 2006 TO SEPTEMBER 1, 2006.

@ SERVED

NOW, SEPTEMBER 1, 2006 RECEIVED A COURT ORDER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 1, 2006 TO OCTOBER 6, 2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20332  
NO: 05-1537-CD

PLAINTIFF: PNC BANK, N.A.

vs.

DEFENDANT: TERRY M. EVERE AND KAREN L. EVERE AND PETER J. EVERE

Execution REAL ESTATE

SHERIFF RETURN

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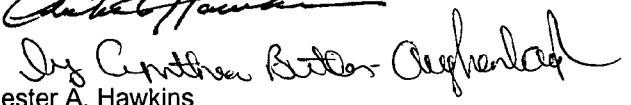
SHERIFF HAWKINS \$269.48

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
In   
Chester A. Hawkins  
Sheriff

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

---

**PNC BANK, N.A.**

---

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

**vs.**

**NO.: 20051537-CD**

**TERRY M. EVERES  
KAREN L. EVERES  
PETER J. EVERES**

---

**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: **429 CHESTNUT STREET, CURWENSVILLE, PA 16833**

(See legal description attached.)

Amount Due

\$58,103.55

Interest from 2/21/06 to  
Date of Sale (\$9.55 per diem)

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

Total

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

125.00

**Prothonotary costs**

Chester A. Haefner  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/27/06  
(SEAL)

By:

Deputy

PMB

Received April 27, 2006 @ 2:30 P.M.  
Chester A. Haefner  
by Comptroller Butter-Aylenbaugh

No. 20051537-CD

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

PNC BANK, N.A.

vs.

TERRY M. EVERNS  
KAREN L. EVERNS  
PETER J. EVERNS

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$58,103.55</u>
Int. from 2/21/06 to Date of Sale (\$9.55 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____

Daniel G. Schmieg  
Attorney for Plaintiff

Address: 25 NELSON AVENUE, BRADFORD, PA 16701  
627 CENTER STREET, CURWENSVILLE, PA 16833-1421  
25 NELSON AVENUE, BRADFORD, PA 16701  
Where papers may be served.

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

## DESCRIPTION

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc., Plan of Lots in the E. A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc., Plan of Lots in the E. A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

BEING the same property which PATRICIA E. HARNER, a/k/a PATRICIA A. HARNER, Executrix of the Estate of ELIZABETH A. ALLISON, deceased, by deed dated May 26, 1999 and to be recorded herewith, granted and conveyed to TERRY M. EVERSON and KAREN L. EVERSON, husband and wife and PETER J. EVERSON, married, the Mortgagors herein.

## RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Terry M. Evers and Karen L. Evers, husband and wife as tenants by the entireties, as to an undivided one-half interest to be held as joint tenants with right of survivorship with Peter J. Evers, and individual, one-half interest by Deed from Patricia E. Harner also known as, Patricia A. Harner, executrix under the last will and testament of Elizabeth A. Allison deceased, late of Curwensville, dated 5-26-99, recorded 5-28-99 in Deed Book Inst#: 199908793

PREMISES BEING: 429 CHESTNUT STREET, CURWENSVILLE, PA 16833

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME TERRY M. EVER

NO. 05-1537-CD

NOW, December 19, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 06, 2006, I exposed the within described real estate of Terry M. Evers And Karen L. Evers And Peter J. Evers to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, FA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	5.34
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.80
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$269.48</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	58,103.55
INTEREST @ 9.5500 %	2,167.85
FROM 02/21/2006 TO 10/06/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$60,331.40</b>
<b>COSTS:</b>	
ADVERTISING	461.14
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	300.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	269.48
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	120.00
MUNICIPAL LIEN	320.27
<b>TOTAL COSTS</b>	<b>\$1,846.39</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



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

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

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

SD-T

**DEPUTATION**

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

PAGE 20332 TERM & NO. 05-1537-CD

PNC BANK, N.A.  
vs.  
TERRY M. EVERSON AND KAREN L. EVERSON AND PETER J. EVERSON

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, LLP  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** TERRY M. EVERSON

**ADDRESS:** 25 NELSON AVENUE  
BRADFORD, PA 16701

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF MCKEAN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, May 11, 2006.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN - REGULAR

CASE NO: 2006-10050 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

PNC BANK, N.A.

VS

TERRY AND PETER EVERS

JULIA BRECHTEL , Deputy Sheriff of MCKEAN

County, Pennsylvania, who being duly sworn according to law,  
says, the within WRIT MORTGAGE was served upon  
EVERS, TERRY M. the

DEFENDANT , at 0009:40 Hour, on the 17th day of May , 2006  
at 25 NELSON AVENUE

BRADFORD, PA 16701 by handing to

HIM PERSONALLY

a true and attested copy of WRIT MORTGAGE together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:  
Total...\$ 63.00

So Answers:

JULIA BRECHTEL  
Deputy Sheriff

Paid Date...05/18/2006  
Paid By.....ATTORNEY

Sworn and Subscribed to before

me this 18th day of

May A.D. 2006

Tara L. Morey  
Notary

NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

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

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

PAGE 20332 TERM & NO. 05-1537-CD

PNC BANK, N.A.  
VS.  
TERRY M. EVERSON AND KAREN L. EVERSON AND PETER J. EVERSON

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, LLP  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** PETER J. EVERSON

**ADDRESS:** 25 NELSON AVENUE  
BRADFORD, PA 16701

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF MCKEAN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, May 11, 2006.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN - REGULAR

CASE NO: 2006-10050 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF MCKEAN

PNC BANK, N.A.

VS

TERRY AND PETER EVER

JULIA BRECHTEL, Deputy Sheriff of MCKEAN  
County, Pennsylvania, who being duly sworn according to law,  
says, the within WRIT MORTGAGE was served upon  
EVERS, PETER J. the  
DEFENDANT, at 0009:40 Hour, on the 17th day of May, 2006  
at 25 NELSON AVENUE  
BRADFORD, PA 16701 by handing to  
TERRY EVER, SON  
a true and attested copy of WRIT MORTGAGE together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:  
Total...\$ .00

So Answers:

JULIA BRECHTEL

Deputy Sheriff

Paid Date...00/00/0000  
Paid By.....

Sworn and Subscribed to before

me this 18<sup>th</sup> day of

May A.D. 2006

Tara L. Morey  
Notary

NOTARIAL SEAL  
Tara L. Morey, Notary Public  
Smethport Boro., McKean County  
My Commission Expires Feb. 4, 2010

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

July 7, 2006

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

**ATTENTION: CINDY (814) 765-5915**

**Re: PNC BANK, N.A.**  
**v. TERRY M. EVERSON, KAREN L. EVERSON & PETER J. EVERSON**  
**No. 20051537-CD**  
**429 CHESTNUT STREET, CURWENSVILLE, PA 16833**

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: TERRY M. EVERSON 25 NELSON AVENUE BRADFORD, PA 16701	KAREN L. EVERSON 627 CENTER STREET CURWENSVILLE, PA 16833-1421	PETER J. EVERSON
----------------------------------------------------------------	----------------------------------------------------------------------	------------------

CIVIL DIVISION

vs.

TERRY M. EVERE  
KAREN L. EVERE  
PETER J. EVERE

CLEARFIELD COUNTY  
No.: 20051537-CD

ORDER

AND NOW, this 1 day of September, 2006, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the sale is extended to the regularly scheduled CLEARFIELD County Sheriff's Sale dated OCTOBER 6, 2006.

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

BY THE COURT:

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

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

SEP 01 2006

Attest.

  
William A. Shaw  
Prothonotary/  
Clerk of Courts

FILED  
09/10 LM (Atty will serve  
SEP 01 2006 Shff)  
3CC Atty Chote

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

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

Plaintiff

v.

TERRY M. EVERNS  
KAREN L. EVERNS  
PETER J. EVERNS  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

Defendants

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

**NOTICE**

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

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

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

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

Notice to Defend:  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
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

PNC BANK, N.A.  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

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

TERRY M. EVERSON  
KAREN L. EVERSON  
PETER J. EVERSON  
429 CHESTNUT STREET  
CURWENSVILLE, PA 16833

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

3. On 05/26/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. Instrument No: 199908794. 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 03/01/2005 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	\$51,268.21
Interest	2,590.38
02/01/2005 through 10/04/2005	
(Per Diem \$10.53)	
Attorney's Fees	1,250.00
Cumulative Late Charges	314.01
05/26/1999 to 10/04/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 55,972.60
Escrow	
Credit	0.00
Deficit	656.75
Subtotal	<u>\$ 656.75</u>
<b>TOTAL</b>	<b>\$ 56,629.35</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. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

9. This action does not come under Act 91 of 1983 because the mortgage is FIIA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 56,629.35, together with interest from 10/04/2005 at the rate of \$10.53 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 lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc. Plan of Lots in the E.A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on the \_\_\_\_\_ day of September, 1949, in Miscellaneous Book \_\_\_\_\_, page \_\_\_\_\_.

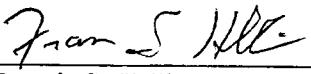
BEING the same premises conveyed to Stanley P. Allison and Elizabeth N. Allison by deed of Haley Lumber Company, Inc. dated September 15, 1949 and recorded in Clearfield County Deed Book 408, page 418. The said Stanley P. Allison died on May 26, 1975 vesting the property solely in his surviving spouse, Elizabeth N. Allison.

PROPERTY BEING: 429 CHESTNUT STREET

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: 10/4/05

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

**CIVIL ACTION - LAW**

**NO. 2005-1537 CD**

**TYPE OF PLEADING: PRAECIPE  
FOR ENTRY OF APPEARANCE**

**PNC BANK, N.A.  
PLAINTIFF**

**FILED ON BEHALF OF: DEFENDANT**

**VS.**

**COUNSEL OF RECORD FOR THIS PARTY**

**TERRY M. EVERES  
KAREN L. EVERES  
PETER J. EVERES,  
DEFENDANTS**

**Joseph M. Marasco, Esquire  
71 Main Street, Suite 302  
Bradford, Pennsylvania 16701  
(814) 368-5663**

**SUPREME COURT NO.: 38530**

**COUNSEL OF RECORD FOR ADVERSE PARTY:**

**Phelan Hallinan & Schmieg, LLP  
Lawrence T. Phelan, Esq.  
Francis S. Hallinan, Esq.  
One Penn Center Plaza, Suite 1400  
Philadelphia, Pennsylvania 19103**

**DATED: December 20, 2005**

*FILED NO  
12/22/2005 CC  
DEC 22 2005 CR*

William A. Shaw  
Prothonotary Clerk of Courts

**PNC BANK, N.A.**  
Plaintiff

**VS.**

**TERRY M. EVERES,  
KAREN L. EVERES,  
PETER J. EVERES,**

Defendants : NO. 2005-1537 CD

**PRAECIPE FOR ENTRY OF APPEARANCE**

**TO: PROTHONOTARY OF CLEARFIELD COUNTY**

Kindly enter my appearance on behalf of the Defendants, Terry M. Evers, Karen L. Evers and Peter J. Evers. in the above-captioned matter.

Respectfully submitted,

Joseph M. Marasco, Esquire  
Attorney I. D. No.: 38530  
71 Main Street, Suite 302  
Bradford, Pennsylvania 16701  
(814) 368-5663

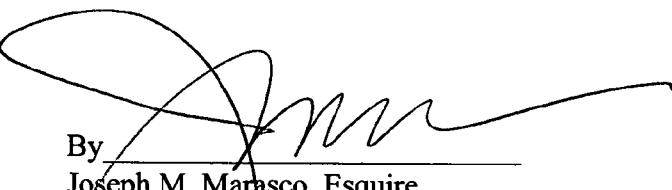
DATED: December 20, 2005

**CERTIFICATE OF SERVICE**

I, **JOSEPH M. MARASCO, ESQUIRE**, hereby certify that I am this day serving a copy of the foregoing document upon the person and in the manner indicated below, which service satisfies the requirements of the Pennsylvania Rules of Civil Procedure:

**SERVICE BY VIA FAX AND FIRST CLASS MAIL ADDRESSED AS FOLLOWS:**

**Phelan Hallinan & Schmieg, LLP**  
**Lawrence T. Phelan, Esq.**  
**Francis S. Hallinan, Esq.**  
**One Penn Center Plaza, Suite 1400**  
**Philadelphia, Pennsylvania 19103**

By   
Joseph M. Marasco, Esquire  
Attorney I. D. No.: 38530  
71 Main Street, Suite 302  
Bradford, Pennsylvania 16701  
(814) 368-5663

DATED: December 20, 2005

Joseph M. Marasco, Esquire  
71 Main Street Suite 302  
Bradford, Pennsylvania 16701

Joseph M. Marasco, Esquire  
71 Main Street Suite 302  
Bradford, Pennsylvania 16701

**FILED**

DEC 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts