

05-1703-CD
Wells Fargo vs Robert Moore al

Wells Fargo Bank vs Robert Moore al
05-1703-CD

PHELAN HALLINAN & SCHMIEG, LLP
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PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. *DS-1703-CD*

CLEARFIELD COUNTY

ROBERT M. MOORE
ELIZABETH J. MOORE
2021 KEEWAYDIN ROAD
FRENCHVILLE, PA 16836

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

FILED *2cc Shff*
m/12:55 PM
NOV 01 2005 *Atty pd. 85.00*
W
William A. Shaw
Prothonotary/Clerk of Courts

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

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

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

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

1. Plaintiff is

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

ROBERT M. MOORE
ELIZABETH J. MOORE
2021 KEEWAYDIN ROAD
FRENCHVILLE, PA 16836

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

3. On 07/08/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FIRST FINANCIAL BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200411244. By Assignment of Mortgage recorded 7/12/04 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200411245.
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 07/01/2005 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	\$84,041.06
Interest	2,005.83
06/01/2005 through 10/31/2005 (Per Diem \$13.11)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
07/08/2004 to 10/31/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 87,846.89
Escrow	
Credit	0.00
Deficit	3,300.62
Subtotal	<u>\$ 3,300.62</u>
TOTAL	\$ 91,147.51

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 91,147.51, together with interest from 10/31/2005 at the rate of \$13.11 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 parcel of land situated in Township of Covington, County of Clearfield and State of Pennsylvania, which is bounded as follows:

BEGINNING at a post seventeen feet West of lands of J.W. Reiter Jr. Estate; Thence North in a line parallel with the said J.W. Reiter line, but 17 feet West thereof Six Hundred and twenty-five (625) feet to a post; Thence West with the lands of Homer Maney, fourhundred and fifteen (415) feet to a post. Thence South with Homer Maney, Six Hundred and twenty-five (625) feet to a post at State Highway No. (1016) formerly SR. No 879. Thence East with the North side of the said Highway, Four Hundred and Fifteen (415) feet to place of beginning, containing 1986 square feet less than Six Acres, and to include the right to use the Seventeen (17) foot right of way adjoining on the East, as a driveway.

EXCEPTING AND RESERVING, THEREFROM, all coal and other minerals except the remining crop line of the Moshannon seam, and also all the timber thereon, together with the right of ingress and egress to mine or strip mine the said minerals, and to cut and remove the said timber in accord with certain Leases between the Grantor, and the Moshannon Falls Coal Mining Co. and with Jesse Royer and Walter L. Todd, trading and doing business as 'TRIANGLE LUMBER COMPANY' Being the same premises which Fred T. Reiter, et ux, by deed dated the 20th day of June, 1950, which is recorded in the Records office at Clearfield, Pa, in Deed Book, 406 Page 322, conveyed to the Grantors.

BEING the same premises which George A. Glace et ux granted and conveyed to John D. Askey and Grace ASkey, the grantees herein by Deed dated February 13, 1953 and appearing of record in Deed Book 440 Page 440.

Being the same premises which John D. Askey et ux conveyed to Ronald J. Askey, June 24, 1966, and appearing of record in Deed Book 523, Page 484.

Being the same premises conveyed by Deed of Ronald J. Askey and Helen L. Askey, his wife, to Ronald J. Askey dated May23rd, 1990, and recorded in Clearfield County Deed Book, Volume 1440, Page 68.

PROPERTY BEING: 2021 Keewaydin Road

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: 10/31/5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100961
NO: 05-1703-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: ROBERT M. MOORE and ELIZABETH J. MOORE

SHERIFF RETURN

NOW, November 09, 2005 AT 9:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT M. MOORE DEFENDANT AT 2021 KEEWAYDIN ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT M. MOORE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01/31/06
FEB 15 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100961
NO: 05-1703-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: ROBERT M. MOORE and ELIZABETH J. MOORE

SHERIFF RETURN

NOW, November 09, 2005 AT 9:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ELIZABETH JEANNE MOORE DEFENDANT AT 2021 KEEWAYDIN ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT MOORE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100961
NO: 05-1703-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: ROBERT M. MOORE and ELIZABETH J. MOORE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	461464	20.00
SHERIFF HAWKINS	PHELAN	461487	55.04

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff