

05-1773-CD  
PHH Mort. Cor. Vs Brian Pontzer

PHH Mortgage Corp. al vs Brian Pontzer  
05-1773-CD

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

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE  
3000 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

Plaintiff

v.

BRIAN J. PONTZER  
219 LUTHER AVENUE  
DU BOIS, PA 15801

COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM

NO. 05-1773-CD

CLEARFIELD COUNTY

**FILED**

No CC  
m/12/11 cm (u) 1cc Shff  
NOV 14 2005 pd \$85.00 Att'y

Defendant

William A. Shaw  
Prothonotary

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

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE  
3000 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

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

BRIAN J. PONTZER  
219 LUTHER AVENUE  
DU BOIS, PA 15801

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

3. On 10/31/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200319880.
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.

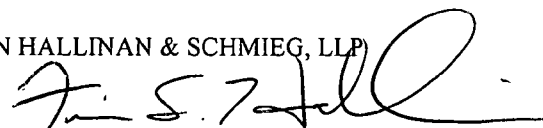
6. The following amounts are due on the mortgage:

Principal Balance	\$44,908.91
Interest	1,577.68
06/01/2005 through 11/11/2005 (Per Diem \$9.62)	
Attorney's Fees	1,250.00
Cumulative Late Charges	65.04
10/31/2003 to 11/11/2005	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 48,351.63
Escrow	
Credit	0.00
Deficit	12.27
Subtotal	\$ 12.27
<b>TOTAL</b>	<b>\$ 48,363.90</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 48,363.90, together with interest from 11/11/2005 at the rate of \$9.62 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 of those two certain parcels or pieces of land lying, situated and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a point on the Northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 186.75 feet from the intersection formed by the Northerly line of Luther Alley and the Westerly line of South Highland Street and marked by an iron pipe; thence North 56 degrees 04 minutes East 74.3 feet along the dividing line between this property and property which had been conveyed to Donald H. and Betty L. Weaver to an iron pipe located at the dividing line between Lot No. 171 of which this tract is a part and Lot No. 170 in the James E. Long Addition to the City of DuBois; thence North 35 degrees 48 minutes West a distance of 33.5 feet to an iron pipe on an unnamed alley; thence along said alley South 56 degrees 04 minutes West a distance of 76 feet to an iron pipe on the Northerly line of Luther Alley; thence along Luther Alley, South 38 degrees 38 minutes East a distance of 35.25 feet to an iron pipe and the place of beginning.

SECOND: BEGINNING at an iron pipe in the Southerly line of Lily Alley, said iron pipe being South 56 degrees 04 minutes West, 50 feet from the intersection of the Southerly line of Lily Alley and the Westerly line of Fairview Avenue, said iron pipe also being the Northwest corner of Lot No. 169 in the Long Addition to the City of DuBois; thence by the line of Lot No. 169, South 33 degrees 22 minutes East, 35.62 feet to an iron pipe; thence by line of lot conveyed to Dominic Muccio and Elaine M. Muccio, South 56 degrees 04 minutes West, 49.36 feet to an iron pipe; thence North 35 degrees 48 minutes West, 35.5 feet to an iron pipe in the Southerly line of Lily Alley; thence by said Southerly line of Lily Alley, North 56 degrees 04 minutes East, 50 feet to an iron pipe and the place of beginning. Said lot being the Northwesterly end of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same; for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

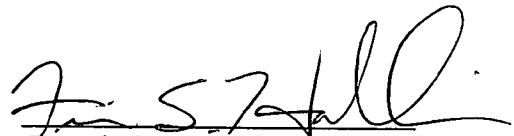
BEING the same premises conveyed to Shelva Nelson and Sandra Tinker, the Grantors herein, by Deed of Elsie E. Ferguson, a widow, dated the 26th day of April, 1988, as recorded in Deed Book Volume 1218, Page 224.

PROPERTY BEING: 219 LUTHER AVENUE

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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

  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 11/11/05

***PHELAN HALLINAN & SCHMIEG, LLP***

***One Penn Center at Suburban Station***

***1617 John F. Kennedy Boulevard, Suite 1400***

***Philadelphia, PA 19103-1814***

***215-563-7000***

***FAX: 215-563-5534***

**Email: complaints@fedphe.com**

*Representing Lenders in  
Pennsylvania and New Jersey*

November 11, 2005

Office of the Prothonotary  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Re: PHH MORTGAGE CORPORATION, ... vs. BRIAN J. PONTZER

ACTION IN MORTGAGE FORECLOSURE

Dear Sir/Madam:

Enclosed are an original and 1 copy of a Civil Action in Mortgage Foreclosure relative to the above captioned matter for filing with your office. A check for filing has been attached in the amount of \$85.00. The sheriff's office advised our office on 11/11/05 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Laura Dolly at PH&S; please do not return the complaint to our office.

Please file the complaint and return your receipt to us in the enclosed stamped, self-addressed envelope, together with a time-stamped copy of the first page of the Complaint.

I would also appreciate your taking the additional copies of the Complaint, the check for service, and the enclosed service sheet(s) to the Office of the Sheriff for service on the defendant(s).

Thank you for your cooperation.

Very truly yours,



PHELAN HALLINAN & SCHMIEG, LLP  
COMPLAINT DEPARTMENT

File #: 125529



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101005  
NO: 05-1773-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION  
vs.  
DEFENDANT: BRIAN J. PONTZER

SHERIFF RETURN

NOW, November 29, 2005 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN J. PONTZER DEFENDANT AT 219 LUTHER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHELLE FIELDS, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

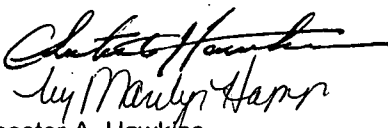
FILED  
9/9:14/01  
MAR 01 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	463611	10.00
SHERIFF HAWKINS	PHELAN	463648	36.43

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE  
3000 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

No.: 05-1773-CD

vs.

BRIAN J. PONTZER  
219 LUTHER DRIVE  
DU BOIS, PA 15801

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against BRIAN J. PONTZER ,  
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	\$48,363.90
Interest (11/12/05 to 1/25/06)	<u>721.50</u>
<b>TOTAL</b>	<b>\$49,085.40</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 23, 2006

  
PRO PROTHY

PMB

**FILED** *Atty pd. 20.00*  
*m12:43:37*  
**MAR 23 2006** *ICC & Notice to Def.*  
William A. Shaw *Statement to*  
Prothonotary/Clerk of Courts *Atty*  
*CK*

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

ATTORNEY FOR PLAINTIFF

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

COURT OF COMMON PLEAS

(215) 563-7000

CIVIL DIVISION

PHH MORTGAGE CORPORATION, F/K/A

CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION

D/B/A COLDWELL BANKER MORTGAGE

No.: 05-1773-CD

vs.

BRIAN J. PONTZER

**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, BRIAN J. PONTZER, is over 18 years of age, and resides at 219 LUTHER DRIVE, DU BOIS, PA 15801 .

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

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE

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

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION, F/K/A CENDANT : COURT OF COMMON PLEAS  
MORTGAGE CORPORATION D/B/A COLDWELL  
BANKER MORTGAGE : CIVIL DIVISION

Plaintiff

: CLEARFIELD COUNTY

Vs.

: NO. 05-1773-CD

BRIAN J. PONTZER

Defendants

TO: BRIAN J. PONTZER  
219 LUTHER AVENUE  
DU BOIS, PA 15801

DATE OF NOTICE: JANUARY 9, 2006

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

#### IMPORTANT NOTICE

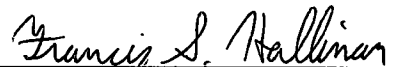
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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

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

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

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



FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE

No.: 05-1773-CD

Plaintiff

vs.

BRIAN J. PONTZER

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on March 23, 2006.

By: William H. Schmiege DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmiege  
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

COPY

PHH Mortgage Corporation  
Cendant Mortgage Corporation  
Coldwell Banker Mortgage  
Plaintiff(s)

No.: 2005-01773-CD

Real Debt: \$49,085.40

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brian J. Pontzer  
Defendant(s)

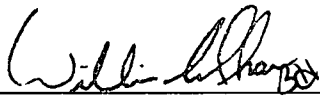
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 23, 2006

Expires: March 23, 2011

Certified from the record this 23rd day of March, 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**

**PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE**

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

**No. 05-1773-CD**

**vs.**

**BRIAN J. PONTZER**

**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

\$49,085.40

Interest from 1/25/06 to  
Date of Sale (\$8.07 per diem)

and Costs.

125.00

**Prothonotary costs**

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

KIO

**FILED**

APR 10 2006

William A. S.  
Prothonotary/C.

1000 Lewent's w/  
prop descr.  
to Shif

Any pd. 20.00

Ⓢ

No. 05-1773-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION D/B/A  
COLDWELL BANKER MORTGAGE

vs.

BRIAN J. PONTZER

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

  
Attorney for Plaintiff(s)

Address: 219 LUTHER DRIVE, DU BOIS, PA 15801  
Where papers may be served.

William A. Shaw  
Prothonotary/Clerk of Courts

APR 10 2006

FILED



## **DESCRIPTION**

ALL of those two certain parcels or pieces of land lying, situated and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a point on the Northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 186.75 feet from the intersection formed by the Northerly line of Luther Alley and the Westerly line of South Highland Street and marked by an iron pipe; thence North 56 degrees 04 minutes East 74.3 feet along the dividing line between this property and property which had been conveyed to Donald H. and Betty L. Weaver to an iron pipe located at the dividing line between Lot No. 171 of which this tract is a part and Lot No. 170 in the James E. Long Addition to the City of DuBois; thence North 35 degrees 48 minutes West a distance of 33.5 feet to an iron pipe on an unnamed alley; thence along said alley South 56 degrees 04 minutes West a distance of 76 feet to an iron pipe on the Northerly line of Luther Alley; thence along Luther Alley, South 38 degrees 38 minutes East a distance of 35.25 feet to an iron pipe and the place of beginning.

SECOND: BEGINNING at an iron pipe in the Southerly line of Lily Alley, said iron pipe being South 56 degrees 04 minutes West, 50 feet from the intersection of the Southerly line of Lily Alley and the Westerly line of Fairview Avenue, said iron pipe also being the Northwest corner of Lot No. 169 in the Long Addition to the City of DuBois; thence by the line of Lot No. 169, South 33 degrees 22 minutes East, 35.62 feet to an iron pipe; thence by line of lot conveyed to Dominic Muccio and Elaine M. Muccio, South 56 degrees 04 minutes West, 49.36 feet to an iron pipe; thence North 35 degrees 48 minutes West, 35.5 feet to an iron pipe in the Southerly line of Lily Alley; thence by said Southerly line of Lily Alley, North 56 degrees 04 minutes East, 50 feet to an iron pipe and the place of beginning. Said lot being the Northwesterly end of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

BEING the same premises conveyed to Shelva Nelson and Sandra Tinker, the Grantors herein, by Deed of Elsie E. Ferguson, a widow, dated the 26th day of April, 1988, as recorded in Deed Book Volume 1218, Page 224.

Being Parcel # 003-000-00722, 003-000-00724-B

## **RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN Brian J. Pontzer, a married individual, by Deed from Shelva Nelson and Sandra Tinker, with joinder of spouses, dated 10-28-03, recorded 10-31-03 in Deed Inst#: 200319879.

## **PRIOR DEED INFORMATION**

TITLE TO SAID PREMISES IS VESTED IN Shelva Nelson and Sandra Tinker, as joint tenants with the right of survivorship and not as tenants in common, by Deed from Elsie E. Ferguson, a widow, dated 4-26-88, recorded 4-28-88 in Deed Book 1218, page 224.

PREMISES BEING: 219 LUTHER DRIVE, DU BOIS, PA 15801

CLEARFIELD COUNTY

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE

No.: 05-1773-CD

vs.

BRIAN J. PONTZER

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

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION D/B/A COLDWELL BANKER MORTGAGE, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 219 LUTHER DRIVE, DU BOIS, PA 15801:

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

Name

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

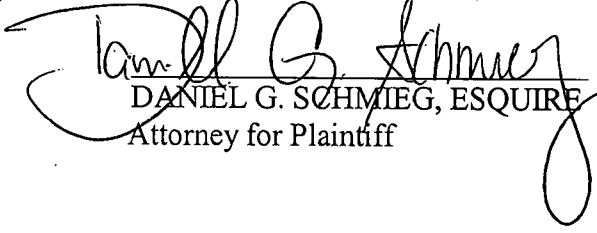
BRIAN J. PONTZER

219 LUTHER DRIVE  
DU BOIS, PA 15801

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

SAME AS ABOVE

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

April 7, 2006

CLEARFIELD COUNTY

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE

No.: 05-1773-CD

vs.

BRIAN J. PONTZER

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

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION D/B/A COLDWELL BANKER MORTGAGE, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeipie for the Writ of Execution was filed the following information concerning the real property located at 219 LUTHER DRIVE, DU BOIS, PA 15801:

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

Name

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

None.

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

Name

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

None.

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

ame

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)

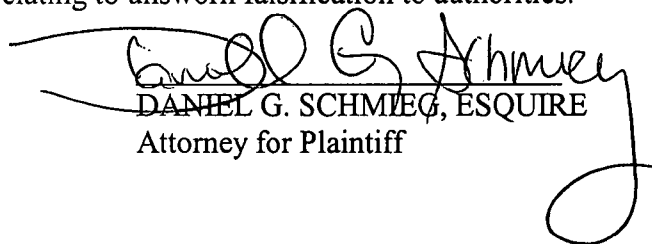
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

219 LUTHER DRIVE  
DU BOIS, PA 15801

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

  
DANIEL G. SCHMEIG, ESQUIRE  
Attorney for Plaintiff

April 7, 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

PHH MORTGAGE CORPORATION,  
F/K/A CENDANT MORTGAGE  
CORPORATION D/B/A COLDWELL  
BANKER MORTGAGE

No.: 05-1773-CD

CLEARFIELD COUNTY

vs.

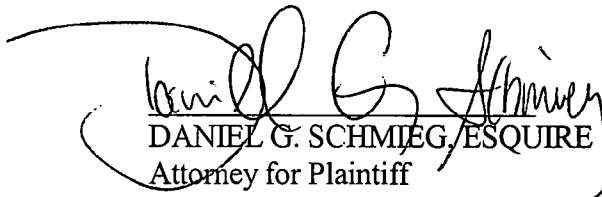
BRIAN J. PONTZER

CERTIFICATION

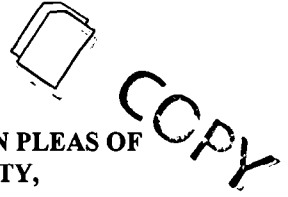
DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

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

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

COPY

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 05-1773-CD

vs.

BRIAN J. PONTZER

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: 219 LUTHER DRIVE, DU BOIS, PA 15801

(See legal description attached.)

Amount Due

\$49,085.40

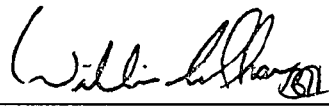
Interest from 1/25/06 to  
Date of Sale (\$8.07 per diem)

\$ 125.00 Prothonotary costs

Total

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

Dated 4/10/06  
(SEAL)

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

~~Deputy~~

KJO

No. 05-1773-CD

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

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE  
CORPORATION D/B/A COLDWELL BANKER MORTGAGE

vs.

BRIAN J. PONTZER

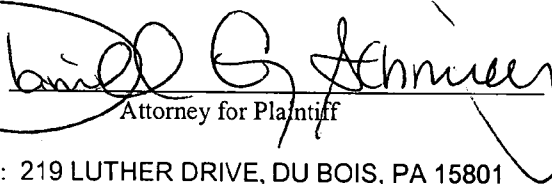
---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$49,085.40</u>
Int. from 1/25/06 to Date of Sale (\$8.07 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____

219 LUTHER DRIVE, DU BOIS, PA 15801

  
Attorney for Plaintiff

Address: 219 LUTHER DRIVE, DU BOIS, PA 15801  
Where papers may be served.

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

## **DESCRIPTION**

ALL of those two certain parcels or pieces of land lying, situated and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a point on the Northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 186.75 feet from the intersection formed by the Northerly line of Luther Alley and the Westerly line of South Highland Street and marked by an iron pipe; thence North 56 degrees 04 minutes East 74.3 feet along the dividing line between this property and property which had been conveyed to Donald H. and Betty L. Weaver to an iron pipe located at the dividing line between Lot No. 171 of which this tract is a part and Lot No. 170 in the James E. Long Addition to the City of DuBois; thence North 35 degrees 48 minutes West a distance of 33.5 feet to an iron pipe on an unnamed alley; thence along said alley South 56 degrees 04 minutes West a distance of 76 feet to an iron pipe on the Northerly line of Luther Alley; thence along Luther Alley, South 38 degrees 38 minutes East a distance of 35.25 feet to an iron pipe and the place of beginning.

SECOND: BEGINNING at an iron pipe in the Southerly line of Lily Alley, said iron pipe being South 56 degrees 04 minutes West, 50 feet from the intersection of the Southerly line of Lily Alley and the Westerly line of Fairview Avenue, said iron pipe also being the Northwest corner of Lot No. 169 in the Long Addition to the City of DuBois; thence by the line of Lot No. 169, South 33 degrees 22 minutes East, 35.62 feet to an iron pipe; thence by line of lot conveyed to Dominic Muccio and Elaine M. Muccio, South 56 degrees 04 minutes West, 49.36 feet to an iron pipe; thence North 35 degrees 48 minutes West, 35.5 feet to an iron pipe in the Southerly line of Lily Alley; thence by said Southerly line of Lily Alley, North 56 degrees 04 minutes East, 50 feet to an iron pipe and the place of beginning. Said lot being the Northwesterly end of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

BEING the same premises conveyed to Shelva Nelson and Sandra Tinker, the Grantors herein, by Deed of Elsie E. Ferguson, a widow, dated the 26th day of April, 1988, as recorded in Deed Book Volume 1218, Page 224.

Being Parcel # 003-000-00722, 003-000-00724-B

## **RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN Brian J. Pontzer, a married individual, by Deed from Shelva Nelson and Sandra Tinker, with joinder of spouses, dated 10-28-03, recorded 10-31-03 in Deed Inst#: 200319879.

## **PRIOR DEED INFORMATION**

TITLE TO SAID PREMISES IS VESTED IN Shelva Nelson and Sandra Tinker, as joint tenants with the right of survivorship and not as tenants in common, by Deed from Elsie E. Ferguson, a widow, dated 4-26-88, recorded 4-28-88 in Deed Book 1218, page 224.

PREMISES BEING: 219 LUTHER DRIVE, DU BOIS, PA 15801



PHELAN HALLINAN & SCHMIEG, LLP  
By: DANIEL G. SCHMIEG, ESQUIRE  
IDENTIFICATION NO. 62205  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**FILED** Any pd. 7.00  
m 11:25 AM  
JUL 07 2006  
Ct. of Disc.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Atty  
Copy to CL

**PHH MORTGAGE CORPORATION  
F/K/A CENDANT MORTGAGE  
CORPORATION D/B/A COLDWELL  
BANKER MORTGAGE**

**Plaintiff**

vs.

**BRIAN J. PONTZER**

**Defendant(s)**

: **CLEARFIELD County**  
:  
: **Court of Common Pleas**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 05-1773-CD**  
:  
: **PHS # 125529**  
:  
:

**PRAECIPE TO VACATE JUDGMENT**  
**AND MARK CASE DISCONTINUED AND ENDED**  
**WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

Kindly vacate the Judgment which was entered against BRIAN J. PONTZER,  
Defendant, in the amount of \$ 49, 085.40 relative to the instant matter and mark this case  
discontinued and ended, without prejudice, upon payment of your costs only.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Dated: July 5, 2006

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

copy

PHH Mortgage Corporation  
Cendant Mortgage Corporation  
Coldwell Banker Mortgage

Vs.  
Brian J. Pontzer

No. 2005-01773-CD

CERTIFICATE OF DISCONTINUATION

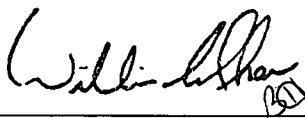
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 7, 2006, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$132.00 have been paid in full by Phelan Hallinan & Schmieg, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of July A.D. 2006.



---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20324

NO: 05-1773-CD

PLAINTIFF: PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION D/B/A COLDWELL  
BANKER MORTGAGE

vs.

DEFENDANT: BRIAN J. PONTZER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/10/2006

LEVY TAKEN 04/20/2006 @ 2:08 PM

POSTED 04/20/2006 @ 2:08 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 12/17/8200

DATE DEED FILED NOT SOLD

**FILED**  
04/19/2006  
DEC 19 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

06/23/2006 @ 12:06 PM SERVED BRIAN J. PONTZER

SERVED BRIAN J. PONTZER, DEFENDANT, AT HIS RESIDENCE 219 LUTHER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO BRIAN J. PONTZER

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, JUNE 30, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE SCHEDULED  
FOR JULY 7, 2006 TO SEPTEMBER 1, 2006.

@ SERVED

NOW, JULY 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JULY  
7, 2006. THE DEFENDANTS CURED THE DEFAULT FOR THE SUM OF \$11,074.09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20324

NO: 05-1773-CD

PLAINTIFF: PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION D/B/A COLDWELL  
BANKER MORTGAGE

VS.

DEFENDANT: BRIAN J. PONTZER

Execution REAL ESTATE


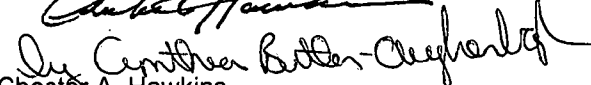
SHERIFF RETURN

---

SHERIFF HAWKINS \$443.80

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180 to 3183 and Rule 3257

PHH MORTGAGE CORPORATION, F/K/A  
CENDANT MORTGAGE CORPORATION  
D/B/A COLDWELL BANKER MORTGAGE

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 05-1773-CD

vs.

BRIAN J. PONTZER

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: 219 LUTHER DRIVE, DU BOIS, PA 15801

(See legal description attached.)

Amount Due

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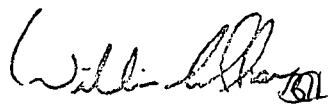
Interest from 1/25/06 to  
Date of Sale (\$8.07 per diem)

\$ 125.00 Prothonotary costs

Total

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

Dated 4/10/06  
(SEAL)

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

KJO

Received April 10, 2006 @ 12:30 P.M.  
Chester A. Hawkins  
By Cynthia Butler-Aighenlay

No. 05-1773-CD

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

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE  
CORPORATION D/B/A COLDWELL BANKER MORTGAGE

vs.

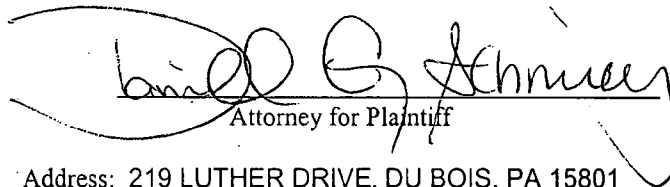
BRIAN J. PONTZER

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$49,085.40</u>
Int. from 1/25/06 to Date of Sale (\$8.07 per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>125.00</u>
Sheriff	<u>                    </u>

  
Attorney for Plaintiff

Address: 219 LUTHER DRIVE, DU BOIS, PA 15801  
Where papers may be served.

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

## DESCRIPTION

ALL of those two certain parcels or pieces of land lying, situated and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a point on the Northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 186.75 feet from the intersection formed by the Northerly line of Luther Alley and the Westerly line of South Highland Street and marked by an iron pipe; thence North 56 degrees 04 minutes East 74.3 feet along the dividing line between this property and property which had been conveyed to Donald H. and Betty L. Weaver to an iron pipe located at the dividing line between Lot No. 171 of which this tract is a part and Lot No. 170 in the James E. Long Addition to the City of DuBois; thence North 35 degrees 48 minutes West a distance of 33.5 feet to an iron pipe on an unnamed alley; thence along said alley South 56 degrees 04 minutes West a distance of 76 feet to an iron pipe on the Northerly line of Luther Alley; thence along Luther Alley, South 38 degrees 38 minutes East a distance of 35.25 feet to an iron pipe and the place of beginning.

SECOND: BEGINNING at an iron pipe in the Southerly line of Lily Alley, said iron pipe being South 56 degrees 04 minutes West, 50 feet from the intersection of the Southerly line of Lily Alley and the Westerly line of Fairview Avenue, said iron pipe also being the Northwest corner of Lot No. 169 in the Long Addition to the City of DuBois; thence by the line of Lot No. 169, South 33 degrees 22 minutes East, 35.62 feet to an iron pipe; thence by line of lot conveyed to Dominic Muccio and Elaine M. Muccio, South 56 degrees 04 minutes West, 49.36 feet to an iron pipe; thence North 35 degrees 48 minutes West, 35.5 feet to an iron pipe in the Southerly line of Lily Alley; thence by said Southerly line of Lily Alley, North 56 degrees 04 minutes East, 50 feet to an iron pipe and the place of beginning. Said lot being the Northwesterly end of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

BEING the same premises conveyed to Shelva Nelson and Sandra Tinker, the Grantors herein, by Deed of Elsie E. Ferguson, a widow, dated the 26th day of April, 1988, as recorded in Deed Book Volume 1218, Page 224.

Being Parcel # 003-000-00722, 003-000-00724-B

## RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Brian J. Pontzer, a married individual, by Deed from Shelva Nelson and Sandra Tinker, with joinder of spouses, dated 10-28-03, recorded 10-31-03 in Deed Inst#: 200319879.

## PRIOR DEED INFORMATION

TITLE TO SAID PREMISES IS VESTED IN Shelva Nelson and Sandra Tinker, as joint tenants with the right of survivorship and not as tenants in common, by Deed from Elsie E. Ferguson, a widow, dated 4-26-88, recorded 4-28-88 in Deed Book 1218, page 224.

PREMISES BEING: 219 LUTHER DRIVE, DU BOIS, PA 15801

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BRIAN J. PONTZER

NO. 05-1773-CD

NOW, December 18, 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 , I exposed the within described real estate of Brian J. Pontzer to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$11,074.09 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	221.48
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	33.82
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	11,074.09
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$443.80</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	49,085.40
INTEREST @ 8.0700	(5,909,951.5
FROM 01/25/2006 TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>(\$5,860,846.12)</b>

**COSTS:**

ADVERTISING	1,368.30
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	443.80
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,153.10</b>

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

CHESTER A. HAWKINS, Sheriff



Law Offices  
**PHELAN HALLINAN & SCHMIEG, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
Christine.Schoffler@fedphe.com

Christine Schoffler  
Judgment Department, Ext. 1286

Representing Lenders in  
Pennsylvania and New Jersey

June 30, 2006

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

ATTENTION: CINDY (814) 765-5915

Re: PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE  
CORPORATION D/B/A COLDWELL BANKER MORTGAGE  
v. BRIAN J. PONTZER  
No. 05-1773-CD  
219 LUTHER DRIVE, DU BOIS, PA 15801

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: BRIAN J. PONTZER  
219 LUTHER DRIVE  
DU BOIS, PA 15801

Law Offices  
**PHELAN HALLINAN & SCHMIEG, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
**Christine.Schoffler@fedphe.com**

CHRISTINE SCHOFFLER  
Judgment Department, Ext. 1286  
July 5, 2006

Representing Lenders in  
Pennsylvania and New Jersey

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

ATTENTION: CINDY (814) 765-5915

Re: PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE  
CORPORATION, D/B/A COLDWELL BANKER MORTGAGE v. BRIAN J. PONTZER  
No. 05-1773-CD  
200 LUTHER, DU BOIS, PA 15801

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for JULY 7, 2007, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The sum of \$11,074.09 was received in consideration for the stay.

Very truly yours,

Christine Schoffler

VIA TELECOPY (814) 765-5915