

05-1949-CD  
Wells Fargo vs Edith M. Fry

Wells Fargo vs Edith Ery  
2005-1949-CD

MILSTEAD & ASSOCIATES, LLC  
BY: Pina S. Wertzberger, Esquire  
ID No. 77274  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Attorney for Plaintiff  
File No.: 5.04363

**Wells Fargo Bank, NA as Trustee  
1100 Corporate Center Drive  
Raleigh, NC 27607,**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**Plaintiff,**

**Vs.**

**Edith M. Ery  
108 West 7th Avenue  
Clearfield, PA 16830  
Defendant.**

**No.: 05-1949-CD**

**CIVIL ACTION  
MORTGAGE FORECLOSURE**

**FILED** Atty pd. 85.00  
m 11/17/05 rccShff  
DEC 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

## **NOTICE**

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

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

Lawyers Referral and Information Services  
Clearfield County Bar Association  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, NJ 16830  
800-692-7375

\*\*\*\*\*  
**NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT**  
\*\*\*\*\*

- 1. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**
- 2. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.**
- 3. If you notify our offices in writing within 30 days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.**

MILSTEAD & ASSOCIATES, LLC  
BY:Pina S. Wertzberger, Esquire  
ID No. 77274  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Attorney for Plaintiff

**Wells Fargo Bank, NA as Trustee,  
1100 Corporate Center Drive  
Raleigh, NC 27607**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**Plaintiff,**

**Vs.**

**Edith M. Ery  
108 West 7th Avenue  
Clearfield, PA 16830,  
Defendant.**

**No.:**

**CIVIL ACTION  
MORTGAGE FORECLOSURE**

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, Wells Fargo Bank, NA as Trustee (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 1100 Corporate Center Drive, Raleigh, NC 27607.
2. Defendant, Edith M. Ery, (the "Defendant"), is an adult individual and is the real owner of the premises hereinafter described.
3. Edith M. Ery, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830.
4. On February 5, 2004, in consideration of a loan in the principal amount of \$47,200.00, the Defendant executed and delivered to WMC Mortgage Corporation a note (the "Note") with interest thereon at 8.500 percent per annum, payable as to the principal and interest in equal monthly installments of \$362.93 commencing April 1, 2004.

5. To secure the obligations under the Note, the Defendant executed and delivered to WMC Mortgage Corporation a mortgage (the "Mortgage") dated February 5, 2004, recorded on March 5, 2004 in the Department of Records in and for the County of Clearfield under Mortgage

Book 2004, Page 03365. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference.

6. The Mortgage secures the following real property (the "Mortgaged Premises"): 108 West 7th Avenue, Clearfield, PA 16830. A legal description of the Mortgaged Premises is attached hereto as Exhibit "A" and made a part hereof.

7. The Defendant is in default of his/her obligations pursuant to the Note and Mortgage because payments of principal and interest due March 1, 2034, and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become due and payable forthwith together with late charges, escrow deficit (if any) and costs of collection including title search fees and reasonable attorney's fees.

8. The following amounts are due on the Mortgage and Note:

Balance of Principal	\$46,749.11
Accrued but Unpaid Interest from 7/1/05 to 12/14/05 @ 8.500% per annum (\$10.89 per diem)	\$2,146.98
Accrued Late Charges	\$108.90
Corporate Advance	\$230.48
Escrow Advance	\$2,222.09
Title Search Fees	\$350.00
Reasonable Attorney's Fees	\$1,250.00
<b>TOTAL as of 12/14/2005</b>	<b>\$53,057.56</b>

Plus, the following amounts accrued after December 14, 2005:

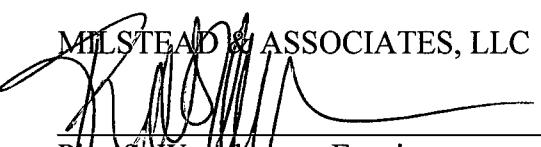
Interest at the Rate of 8.500 per cent per annum (\$10.89 per diem);

Late Charges of \$18.15 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S.'1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendant at 108 West 7th Avenue, Clearfield, PA 16830 as well as to address of residences as

listed in paragraph 3 of this document on November 1, 2005, the notice pursuant to ' 403-C of Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are attached hereto as Exhibit "B" and made apart hereof.

WHEREFORE, Plaintiff demands an in rem judgment against the Defendant for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$53,057.56, plus the following amounts accruing after December 14, 2005, to the date of judgment: (a) interest of \$10.89 per day, (b) late charges of \$18.15 per month, (c) plus interest at the legal rate allowed on judgments after the date of judgment, (d) additional attorney's fees (if any) hereafter incurred, (e) and costs of suit.

  
MILSTEAD & ASSOCIATES, LLC

Pina S. Wertzberger, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, Pina S. Wertzberger, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. ' 4904, relating to unsworn falsification to authorities.

  
Name: Pina S. Wertzberger, Esquire  
Title: Attorney

SCHEDULE "A"

90-01419362

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE THIRD WARD OF THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHWESTERN CORNER OF WEST LOCUST STREET EXTENSION AND WEST 7TH AVENUE; THENCE ALONG WEST 7TH AVENUE IN A NORTHERLY DIRECTION FIVE HUNDRED TWENTY-FIVE AND FIVE TENTHS (225.5) FEET TO THE INTERSECTION OF WEST 7TH AVENUE AND AN ALLEY; THENCE ALONG SAID ALLEY IN A WESTERLY DIRECTION TWO HUNDRED TWENTY-TWO AND FIVE TENTHS (222.5) FEET TO AN IRON PIN ON THE ISAAC STAGE ESTATES LANDS; THENCE ALONG THE LINE OF ISAAC STAGE ESTATE LANDS SOUTH ONE (1°) DEGREEDEE FORTY (40') MINUTES EAST FIVE HUNDRED TWENTY-FIVE AND FIVE TENTHS (525.5) FEET TO AN IRON PIN AT WEST LOCUST STREET EXTENSION; THENCE ALONG WEST LOCUST STREET IN AN EASTERLY DIRECTION TWO HUNDRED SEVEN AND SIX TENTHS (207.6) FEET TO WEST 7TH AVENUE AND PLACE OF BEGINNING.

THE SECOND THEREOF:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF LAWRENCE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER ON THE LINE OF WEST LOCUST STREET AND LAND NOW OWNED BY GLENN HIXON; THENCE NORTH ONE-HALF (1/2°) DEGREE EAST ALONG SAID LINE AND ALONG LAND OF GEORGE W. GAYLOR FIVE HUNDRED FIFTY-EIGHT (558) FEET, MORE OR LESS, TO CORNER OF LAND OF THE JACOB GULICH ESTATE; THENCE BY LAND OF THE GULICH ESTATE NORTH EIGHTY-SEVEN AND ONE HALF (87 1/2°) DEGREES WEST TWO HUNDRED TWENTY-TWO (222) FEET, MORE OR LESS, TO A POST ON THE EAST SIDE OF SPOIL PILE OF OPEN PIT MINING; THENCE IN A SOUTHERN DIRECTION ALONG SAID SPOIL PILE FIVE HUNDRED FORTY (540) FEET, MORE OR LESS, TO LINE OF WEST LOCUST STREET; THENCE EASTWARD ALONG THE LINE OF WEST LOCUST STREET FOUR HUNDRED TWENTY (420) FEET MORE OR LESS TO CORNER AND PLACE OF BEGINNING.

SUBJECT TO ANY RESTRICTIONS, CONDITIONS, COVENANTS, RIGHTS, RIGHTS OF WAY, AND EASEMENTS NOW OR RECORD.

BEING THE SAME PROPERTY CONVEYED TO EDITH M. ERY, AN UNMARRIED

EXHIBIT A

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

MORTGAGOR'S NAME: Amos G. Hixon  
MAILING ADDRESS: 108 W. 7th Avenue, Clearfield, PA 16830  
LOAN ACCT NO.: 321366684  
ORIGINAL LENDER/SERVICER: Wells Fargo Bank, NA  
CURRENT LENDER/SERVICER: Interbay Funding, LLC as servicing agent for Wachovia Bank, N.A. as trustee fka First Union National Bank for Bayview Series 2002-D

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

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

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL**

**IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

108 W. 7th Avenue, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

7/1/05 thru 10/1/05 at \$526.68 per month = \$2,106.72  
Late Charges - \$36.30

**TOTAL AMOUNT PAST DUE: \$2,143.02**

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$2,143.02 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check or money order made payable and sent to:

Regular Mail  
**HomEq Servicing Corporation**  
**P.O. Box 96053**  
**Charlotte, NC 28296-0053**

Overnight  
**FUNB Lockbox 96053**  
**1525 West W.T. Harris Blvd.**  
**Charlotte, NC 28262-00**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately FIVE (5) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment of the action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	HomEq Servicing Corporation	<u>Address:</u>	P.O. Box
96012			
	Charlotte, NC 28296-0012		
<u>Phone Number:</u>	1-866-577-8834		

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

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

**YOU MAY ALSO HAVE THE RIGH**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THE  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT  
HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS  
RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR  
YEAR)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE  
PROCEEDINGS OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE  
DOCUMENTS

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION  
BY THE LENDER

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS  
INCLUDED.**

*Michael J. Milstead JY*  
Michael J. Milstead, Esq.  
Milstead & Associates, LLC

This is an attempt by a debt collector to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume that this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt and mail you a copy of such verification. Collection agencies are regulated by federal law which grants you certain rights. One of these is right to have us cease communication with you about this debt. If you ask us in writing to cease, we will. This law is administered by the Federal Trade Commission, Division of Credit Practices, Washington, DC 20580. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with a name and address of the original creditor, if different from the current creditor.

# **CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
**202 W. Hamilton Avenue**

**State College, PA 16801**  
**(814) 238-3668**

**CCCS of Western PA**  
**219-A College Park Plaza**

**Johnstown, PA 15904**  
**888-511-2227**

**CCCS of Western PA, Inc.**  
**217 E. Plank Road**

**Altoona, PA 16602**  
**888-511-2227**

**Indiana Co. Community Action Program**  
**827 Water Street**  
**Box 187**  
**Indiana, PA 15701**  
**(724) 465-2657**

**Keystone Economic Development Corp.**  
**1954 Mary Grace Lane**

**Johnstown, PA 15901**  
**(814) 535-6556**

MILSTEAD & ASSOCIATES, LLC  
BY: Pina S. Wertzberger, Esquire  
ID No. 77274  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Attorney for Plaintiff  
File No.: 5.04363

**Wells Fargo Bank, NA as Trustee,**  
**Plaintiff,**

**Vs.**

**Edith M. Ery,**  
**Defendant(s).**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**No.: 05-1949-CD**

**Praecipe to Dismiss the Mortgage  
Foreclosure Action without Prejudice**

**TO THE PROTHONOTARY:**

Kindly dismiss the above captioned Mortgage Foreclosure Complaint without Prejudice.

MILSTEAD & ASSOCIATES, LLC

Pina S. Wertzberger, Esquire  
Attorney ID No. 77274

FILED *No CC*  
*1/14/00 B1* Copy to CIA  
FEB 23 2006  
W.A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101089  
NO: 05-1949-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, NA  
vs.  
DEFENDANT: EDITH M. ERY

**SHERIFF RETURN**

NOW, January 10, 2006 AT 10:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDITH M. ERY DEFENDANT AT 108 WEST 7TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDITH M. ERY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

**FILED**  
01/25/06  
MAR 07 2006  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	21418	10.00
SHERIFF HAWKINS	MILSTEAD	21418	26.00

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marley Hays*  
Chester A. Hawkins  
Sheriff