

06-58-CD  
Wells Fargo Bank vs Estate of Mary

Wells Fargo vs Mary Wolfe Estate et al  
2006-58-CD



Date: 03/16/2006

Time: 10:15 AM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: LBENDER

Case: 2006-00058-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank, N.A. vs. Mary Lou Wolfe Estate, Jacqueline Marie Mosio, Leon C. Muir, Linda T. Muir, County National Bank

Civil Other

Date		Judge
01/12/2006	New Case Filed.	No Judge
	✓ Filing: Praecipe for Lis Pendens Paid by: Phelan Hallinan & Schmieg LLP Receipt number: 1912038 Dated: 01/12/2006 Amount: \$20.00 (Check) No CC.	No Judge
	✓ Filing: Civil Action Complaint to Quiet Title, situated in the Village of Gearhartville, Decatur Township Paid by: Phelan Hallinan & Schmieg LLP Receipt number: 1912038 Dated: 01/12/2006 Amount: \$95.00 (Check) 3CC Shff.	No Judge
02/03/2006	✓ Verified Return of Service, Civil Action Complaint to Quiet Title, served upon Jacqueline Marie Mosio on Jan. 26, 2006. No CC	No Judge
02/06/2006	✓ Notice to Plead, filed by s/ Robert C. Raymen, Esquire. No CC	No Judge
	✓ Praecipe To List For Argument, filed by s/ Robert C. Rayman, Esquire. No CC	No Judge
02/08/2006	✓ Praecipe, filed. Please enter my appearance as attorney for Defendant, County National Bank, in the above-captioned matter, filed by s/ Peter F. Smith Esq. No CC., copy to C/A.	Fredric Joseph Ammerman
	✓ Certificate of Service, filed. Served a true and correct copy of the PRAECIPE ENTRYING MY APPEARANCE to Michele M. Bradford Esq., filed by s/ Peter F. Smith Esq. No CC.	Fredric Joseph Ammerman
	✓ Order NOW, this 7th day of February, 2006, upon consideration of Defendant's Preliminary Objections, a Rule is hereby issued upon Plaintiff's to Appear and Show Cause why the Preliminary Objection should not be granted. Rule Returnable is scheduled the 20th day of March, 2006 at 10:00 a.m. in Courtroom NO. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 6 CC Atty Rayman.	Fredric Joseph Ammerman
02/14/2006	✓ Proof of Service, filed. Served a true and correct copy of the Judge's Order in the above-captioned matter upon Michele M. Bradford Esq., David R. Thompson Esq., Peter F. Smith Esq., filed by s/ Rebecca A. Pettenger No CC.	Fredric Joseph Ammerman
02/17/2006	✓ Praecipe For Entry of Appearance, filed by Atty. David Thompson 1 Cert. to Atty. Enter appearance on behalf of Estate of Mary Lou Wolfe and Jacqueline Marie Mosio	Fredric Joseph Ammerman
	✓ Certificate of Service, filed by Atty. Thompson served copy of Praecipe for Fredric Joseph Ammerman entry of Appearance on Michael Bradford.	
	✓ Preliminary Objections, filed by Atty. Thompson 4 Cert. to Atty.	Fredric Joseph Ammerman
02/21/2006	✓ Certificate of Service, filed. Served a true and correct copy of the Praecipe for Entry of Appearance, in the above captined matter on Michele M. Bradford Esq., filed by s/ David R. Thompson Esq. 1CC to atty.	Fredric Joseph Ammerman
	✓ Praecipe For Entry of Appearance, filed. Kindly enter my appearance in the above-captioned matter on behalf of the Defendant, Estate of mary Lou Wolfe, Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe, filed by s/ David R. Thompson Esq. 1CC atty and copy to C/A.	Fredric Joseph Ammerman

not in  
file as  
of  
3/16/06



**IN THE  
SUPREME COURT OF PENNSYLVANIA**

IN RE: Promulgation of Rules	:	
3301 et seq. Governing	:	<b>No. 446</b>
Attachment of Wages under	:	
Section 8127(a)(3.1) of the	:	<b>Civil Procedural Rules</b>
Judicial Code and Amendment of	:	
Rules 3101 and 3140	:	<b>Docket No. 5</b>

**ORDER**

**PERCURIAM:**

**AND NOW**, this 21<sup>st</sup> day of December, 2005, the Pennsylvania Rules of Civil Procedure are amended as follows:

- I. Rule 3101 and the Note to Rule 3140 are amended to read as attached hereto.
- II. New Rules 3301, 3302, 3303, 3304, 3311, 3312 and 3313 are promulgated to read as attached hereto.

This Order shall be processed in accordance with Pa.R.J.A. 103(b) and shall be effective one month after the date of this Order.

Mr. Justice Castille dissents.

NOTE: New material in existing rules is underscored.  
New rules are not underscored.



Date: 03/16/2006

Clearfield County Court of Common Pleas

User: LBENDER

Time: 10:15 AM

ROA Report

Page 2 of 2

Case: 2006-00058-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank, N.A. vs. Mary Lou Wolfe Estate, Jacqueline Marie Mosio, Leon C. Muir, Linda T. Muir, County National Bank

Civil Other

Date		Judge
02/22/2006	✓ Order, NOW, this 22nd day of Feb., 2006, upon consideration of the Preliminary Objections filed on behalf of Defs. Estate of Mary Lou Wolfe and Jacqueline Marie Mosio, a hearing is scheduled for the 20th day of march, 2006 at 10:00 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Thompson	Fredric Joseph Ammerman
02/23/2006	✓ Plaintiff's Response to Defendants' Preliminary Objections, filed by s/ Michele M. Bradford Esq. No CC.	Fredric Joseph Ammerman
	✓ Certificate of Service, filed. That a true and correct copy of the Plaintiff's Response to Defendants' Preliminary Objection was served upon Robert C. Rayman Esq., Peter F. Smith Esq., David R. Thompson Esq., filed by s/ Michele M. Bradford Esq. No CC.	Fredric Joseph Ammerman
03/03/2006	✓ Certificate of Service, filed. Served a true and correct copy of the Preliminary Objections, Notice to Plead and the Order scheduling a hearing for the 20th day of March 2006 at 10:00 am to Michele M. Bradford Esq., and Robert C. Rayman Esq. 1CC atty Thompson.	Fredric Joseph Ammerman



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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. *06-58-CD*

vs.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

County National Bank

1 South Second Street

Clearfield, PA 16830-0042

Defendants

**FILED** *No CC*  
*mli: 54/61 Atty pd.*  
**JAN 12 2006** *20.00*  
*LM*

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE FOR LIS PENDENS**

TO THE PROTHONOTARY:

Kindly enter the above action as a Lis Pendens against the following premises:

RD 3, Box 243, Philipsburg, PA 16866.

A Notice of Lis Pendens is attached hereto, made part hereof, and marked Exhibit "A." A Certification of Service of the Notice of Lis Pendens on Mortgagors is attached hereto, made part hereof, and marked Exhibit "B."

I hereby certify that this action involves title to real estate.

PHELAN HALLINAN & SCHMIEG, LLP

Date: 1/9/06

By: *[Signature]*  
Michele M. Bradford, Esquire  
Attorney for Plaintiff



## **EXHIBIT A**



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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

County National Bank

1 South Second Street

Clearfield, PA 16830-0042

Defendants

**NOTICE OF LIS PENDENS**

Notice is hereby given that Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. has initiated the within action seeking a Court Order directing the Office of the Recorder of Deeds of Clearfield County to record a copy of its mortgage in the amount of \$31,000.00 effective as of August 9, 2001, on the premises located at RD 3, Box 243, Philipsburg, PA 16866, a legal description of which is attached hereto.

The said premises is subject to the Court's Order in the above matter and to the Mortgage described above.

PHELAN HALLINAN & SCHMIEG, LLP

Date: 11/9/06

By: 

Michele M. Bradford, Esquire

Attorney for Plaintiff



## EXHIBIT A

All that certain lot or piece of ground situate, lying and being in the Village of Gearhartville, Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a stake corner on line between R. H. and D.W. Williams and other lands of R. L. and M.L. Wolfe; thence along line of other lands of R. L. and M. L. Wolfe, North thirty-six degrees forty-three minutes East (N 36 degrees 43' E) a distance of two hundred (200.00') feet to a stake corner on other lands of R. H. and D. W. Williams, R. L. and M. L. Wolfe and Mary Wolfe Estate; thence along other lands of R. H. and D. W. Williams and R. L. and M. L. Wolfe, South fifty-six degrees seventeen minutes East (S 56 degrees 17' E) a distance of eighty-three and fifty hundredths (83.50') feet to a corner on line of Prusnak; thence along line of Prusnak, South thirty-six degrees forty-three minutes West (S 36 degrees 43' W) a distance of two hundred (200.00') feet to a corner on line of R. H. and D. W. Williams; thence along line of R. H. and D. W. Williams North fifty-six degrees seventeen minutes (N 56 degrees 17' W) a distance of eighty-three and fifty hundredths (83.50) feet to a stake corner, the place of beginning. Containing 0.39 acre.

UPI No. 112-P12-126.2

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Raymond L. Wolfe and Mary Lou Wolfe, his wife from Ralph H. Williams and Dorothy W. Williams by virtue of a Deed dated October 31, 1969, recorded January 21, 1970 in Deed Book 557, page 380 in Clearfield County, Pennsylvania.



## **EXHIBIT B**



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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042  
Defendants

**CERTIFICATION OF SERVICE**

TO THE PROTHONOTARY:

Service was made by sending true and correct copies of the Praeceptum for Lis Pendens and Notice of Lis Pendens by regular and certified mail to the following interested parties on the date indicated below.

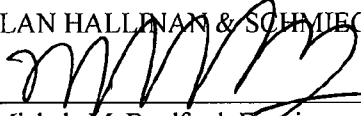
Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042

Date: 1/9/06

PHELAN HALLINAN & SCHMIEG, LLP

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff



**FILED**

**JAN 12 2006**

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



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

Wells Fargo Bank, N.A.,  
f/k/a Wells Fargo Bank West, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042

Defendants

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-58-CD

**FILED**  
M/J: 54/61  
JAN 12 2006

William A. Shaw  
Prothonotary/Clerk of Courts

3 cc Shff (u)  
Atty pd 95.00

**CIVIL ACTION**  
**COMPLAINT TO QUIET TITLE**

**Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.**

**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.

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



## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo ai partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forme escrita sus defensas o sus objenciones a las demanandas on contra de su persona.

Sea avisado que si usted no se dafiende, suya sin previo aviso o notificacion. Ademias, la corta puede decidir a favor del demandanto y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perdar dinero o sus propiedades u o tros derachos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAY A EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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



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), defendants may dispute the validity of the debt or any portion thereof. If defendants do so in writing within thirty (30) days of receipt of this pleading, counsel for plaintiff will obtain and provide defendants 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 defendants 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.



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

---

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

County National Bank

1 South Second Street

Clearfield, PA 16830-0042

Defendants

**CIVIL ACTION**  
**COMPLAINT TO QUIET TITLE**

Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. by its attorneys, Phelan Hallinan & Schmieg, LLP, respectfully requests this Honorable Court to direct the Recorder of Deeds of Clearfield County to record a copy of the mortgage dated August 9, 2001 and to reform the mortgage, thereby making the mortgage a valid record lien on the property located at RD 3, Box 243, Philipsburg, PA 16866, as of the date the mortgage was made, and in support thereof, avers the following:



1. Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. (hereinafter "Plaintiff") is a corporation with its principal place of business at 3476 Stateview Boulevard, Fort Mill, SC 29715.

2. Estate of Mary Lou Wolfe, Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe has a last known address of 869 Wiporwill Drive, Port Orange, FL 32127

3. Leon C. Muir and Linda T. Muir are adult individuals, Mortgagors, and real owners of the premises located at RD 3, Box 243, Philipsburg, PA 16866 (the "Property"), with a last known address of RD 3, Box 243, Philipsburg, PA 16866.

4. County National Bank is also named as a defendant as it has a mortgage on the property dated July 28, 2005 taken out by defendants Leon C. Muir and Linda T. Muir.

5. On August 9, 2001, Mary Lou Wolfe made, executed and delivered a mortgage upon the Property to Plaintiff, in the principal sum of \$31,000.00. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit "A."

6. It was recently discovered that the Mortgage was never recorded with the Recorder of Deeds of Clearfield County. The mortgage was erroneously recorded with the Recorder of Deeds of Centre County.

7. Plaintiff is not in possession of the original Mortgage in order to record it in Clearfield County at this time.

8. Plaintiff commenced a foreclosure action on this mortgage on April 19, 2005 in the Clearfield County Court of Common Pleas. A true and correct copy of the foreclosure complaint, which specifically references the mortgage recording date, book, and page is attached hereto, made part hereof and marked as Exhibit "B". Upon request, on October 19, 2005, plaintiff vacated its August 3, 2005 foreclosure judgment and stayed its December 2, 2005 Sheriff's Sale.



9. Both Jacqueline Marie Mosio and her attorney, David R. Thompson had actual knowledge of Plaintiff's foreclosure action on this mortgage, as well as the mortgage account number. True and correct copies of letters dated March 22, 2005 and March 28, 2005 are attached hereto, made part hereof and marked as Exhibits "C" and "D", respectively.

10. Plaintiff's counsel emailed a payoff figure on this mortgage in the amount of \$31,331.38 to attorney Thompson on April 11, 2005. A true and correct copy of the payoff quote is attached hereto, made part hereof and marked as Exhibit "E".

11. Both the Executrix and her attorney had actual knowledge of the particular mortgage Plaintiff was foreclosing, including the account number and the amount of the debt.

12. The Executrix sold the property on or about April 21, 2005 but did not payoff this mortgage. A true and correct copy of the HUD-1 Settlement Statement is attached hereto, made part hereof and marked as Exhibit "F". The Statement reflects that the senior mortgage to Wells Fargo in the amount of \$96,130.48 was paid. However, the instant mortgage held by Wells Fargo is not listed on the Statement.

13. The Executrix was paid \$18,575.96 cash from the sale of the Property.

14. Since Plaintiff's foreclosure complaint was filed on April 19, 2005, prior to the April 21, 2005 sale of the property, the buyers, Leon and Linda Muir, and their lender, County National Bank, had constructive record notice of Wells Fargo's \$31,000.00 mortgage on the Property. They had the right to hire a title company to check the title to the property and insure their ownership and interest's lien hold, but apparently failed to do so.

15. Plaintiff's title report did not reveal that the mortgage was recorded in the wrong county. A true and correct copy of the title report is attached hereto, made part hereof and marked as Exhibit "G".

16. Plaintiff is entitled to an order declaring that it holds a valid lien on the property as of August 9, 2001.



17. Plaintiff is entitled to an order directing the Recorder of Deeds of Clearfield County to record a copy of the Mortgage effective as of August 9, 2001.

18. Plaintiff is entitled to an order declaring that the copy of the Mortgage attached hereto is an authentic copy of the original.


19. Plaintiff is entitled to an order reforming the mortgage to state that the mortgaged property is located in Clearfield County.

20. Plaintiff is without an adequate remedy at law and will suffer irreparable harm unless the requested relief is granted.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order declaring that Plaintiff holds a valid lien on the Property as of August 9, 2001, directing the Recorder of Deeds of Clearfield County to accept for recording the copy of the Mortgage attached as Exhibit "A", and to record it with an effective date of August 9, 2001; reforming the face page of the mortgage to state that the mortgaged property is located in Clearfield County and further directing that the Prothonotary of Clearfield County file this Honorable Court's Order of record, and granting such other relief as may be appropriate.

PHELAN HALLINAN & SCHMIEG, LLP

Date: 1/5/06

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff



## **EXHIBIT A**



BK127760438

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE

ENTERED FOR RECORD

JOSEPH L. DAVIDSON

RECORDER OF DEEDS

CENTRE COUNTY

Requested by Tabble Thew (719) 536-3916  
Of Wells Fargo Home Equity  
WHEN RECORDED MAIL TO:  
Fidelity National - LPS  
P.O. BOX 19523, Irvine, CA 92623-9523  
NMMT

01 SEP 18 PM 1 26

On this, the day of SEP 18 2001 I hereby  
CERTIFY that this document is Recorded in Record Book  
Page 128 in the Recorder of Deeds Office of  
Centre County, Pennsylvania.  
IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal.



Joseph L. Davidson  
Centre County  
Recorder of Deeds

Parcel Number: 112-P12-126.2

001140

4515031508

**MORTGAGE**

THIS MORTGAGE is made this 9  
day of August, 2001, between the Mortgagor,  
Mary Lou Wolfe, An Unmarried Person

day of August

, 2001

, between the Mortgagor.

(herein "Borrower"), and the Mortgagee,  
Wells Fargo Bank West, N.A.

existing under the laws of United States of America  
4455 ArrowsWest Drive, P.O. Box 49069  
Colorado Springs, CO 80949-9069

, a corporation organized and  
, whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$31,000.00  
indebtedness is evidenced by Borrower's note dated 8/9/2001  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not  
sooner paid, due and payable on 8/8/2015

, which  
and extensions and renewals

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all  
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the  
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey  
to Lender the following described property located in the County of Centre  
State of Pennsylvania:

See attached Exhibit A

which has the address of Rd 3 Box 243

(Street)

Philipsburg

(City)

Pennsylvania 16866

(herein "Property Address");

(ZIP Code)

PENNSYLVANIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

-76(PA) (0611)

Form 3839

ELECTRONIC LASER FORMS, INC. (800) 317-0845

Page 1 of 5

Initials: \_\_\_\_\_





TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Form 3839



In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict



shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

\_\_\_\_\_  
Mary Lou Wolfe (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

(Sign Original Only)

**Certificate of Residence**

I, Jennifer D Fowler

do hereby certify that the correct address of  
the within-named Lender is 4455 ArrowWest Drive, P.O. Box 49069  
Colorado Springs, CO 80949-9069

Witness my hand this 9

day of August

2001

\_\_\_\_\_  
Jennifer D. Fowler  
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA, ~~County~~ Clearfield

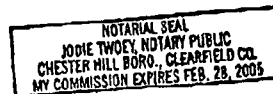
County ss:

On this, the 13<sup>th</sup> day of August, 2001, before me, the undersigned officer,  
personally appeared Mary Lou Wolfe

known to me (or satisfactorily proven) to be the  
person whose name is subscribed to the within instrument and acknowledged that  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

\_\_\_\_\_  
Jodie Twoey  
Notary Public  
Title of Officer





## EXHIBIT A

All that certain lot or piece of ground situate, lying and being in the Village of Gearhartville, Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a stake corner on line between R. H. and D. W. Williams and other lands of R. L. and M. L. Wolfe; thence along line of other lands of R. L. and M. L. Wolfe, North thirty-six degrees forty-three minutes East (N 36 degrees 43' E) a distance of two hundred (200.00') feet to a stake corner on other lands of R. H. and D. W. Williams, R. L. and M. L. Wolfe and Mary Wolfe Estate; thence along other lands of R. H. and D. W. Williams and R. L. and M. L. Wolfe, South fifty-six degrees seventeen minutes East (S 56 degrees 17' E) a distance of eighty-three and fifty hundredths (83.50') feet to a corner on line of Prusnak; thence along line of Prusnak, South thirty-six degrees forty-three minutes West (S 36 degrees 43' W) a distance of two hundred (200.00') feet to a corner on line of R. H. and D. W. Williams; thence along line of R. H. and D. W. Williams North fifty-six degrees seventeen minutes (N 56 degrees 17' W) a distance of eighty-three and fifty hundredths (83.50) feet to a stake corner, the place of beginning. Containing 0.39 acre.

UPI No. 112-P12-126.2

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Raymond L. Wolfe and Mary Lou Wolfe, his wife from Ralph H. Williams and Dorothy W. Williams by virtue of a Deed dated October 31, 1969, recorded January 21, 1970 in Deed Book 557, page 380 in Clearfield County, Pennsylvania.



LOCAL REGISTRAR'S CERTIFICATION OF DEATH

CERT. NO. 3691197



Jan. 14, 1998  
Date of issue of this certification

Name of Decedent Raymond L. Wolfe  
Sex Male Social Security No. 268-28-8668 Date of Death Jan. 13, 1998  
Date of Birth 6-18-26 Birthplace Greensburg, Pa.  
Place of Death Philippsburg General Hospital - Centre County - Bush, Ind. Pennsylvania  
Race White Occupation Milk Delivery Driver Armed Forces? (Yes or No) Yes  
Marital Status Married Decedent's Mailing Address Rt. 3 Box 243 - Philippsburg, Pa. 16866  
Informant Mary Ann Wolfe Funeral Director B. Jack Thutty  
Name and Address of Funeral Establishment Bergs - Death Care Home - Philippsburg, Pa. 16866

Part I: Immediate Cause

- (a) Sudden Cardiac Death  
(b) Coronary Heart Failure  
(c) Coronary Atherosclerosis  
(d) \_\_\_\_\_

Interval Between  
Onset and Death

Part II: Other Significant Conditions

Diabetes Mellitus

Manner of Death

Natural ☒ Homicide ☐  
Accident ☐ Pending Investigation ☐  
Suicide ☐ Could not be Determined ☐

Describe how injury occurred:

Name and Title of Certifier

David Sayer, Coroner

(M.D., D.O., Coroner, M.E.)

Address

Willamstown Bldg - Bellefonte, Pa. 16823

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

Jan. 14, 1998  
Date Received by Local Registrar

Luigi L. Lott 14-154  
205 N. 3rd St. - Philippsburg, Pa. 16866  
Signature of Local Registrar City, Borough or Township



## **EXHIBIT B**



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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A.,  
F/K/A WELLS FARGO BANK WEST, N.A.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-551-CD

CLEARFIELD COUNTY

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF  
THE ESTATE OF MARY LOU WOLFE  
569 WHIPPERWILL DRIVE  
PORT ORANGE, FL 32127

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

APR 19 2005

Defendant

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**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 OUE' AN**



PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
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3476 STATEVIEW BOULEVARD  
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Plaintiff

v.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF  
THE ESTATE OF MARY LOU WOLFE  
569 WHIPPERWILL DRIVE  
PORT ORANGE, FL 32127

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-551-CD

CLEARFIELD COUNTY

**FILED**  
2005  
APR 19 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

**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.

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

**FEDERAL**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

with a true and  
correct copy of the  
original filed of record  
**FEDERMAN AND PHELAN**



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

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

**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.,  
F/K/A WELLS FARGO BANK WEST, N.A.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

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

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF  
THE ESTATE OF MARY LOU WOLFE  
569 WHIPPERWILL DRIVE  
PORT ORANGE, FL 32127

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

3. On 08/09/2001 MARY LOU WOLFE 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 Book: 1277, Page: 438.
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 08/26/2004 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	\$27,715.13
Interest	1,752.96
07/26/2004 through 04/15/2005 (Per Diem \$6.64)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
08/09/2001 to 04/15/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 31,268.09
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$ 31,268.09</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 pursuant to Act 6 of 1974 is not required because the defendant is not a "Residential Mortgage Debtor" as defined by the Act, having failed to provide Plaintiff notice of its acquisition of title.
9. This action does not come under Act 91 of 1983 because the mortgage premises is not owner-occupied
10. By virtue of the death of RAYMOND L. WOLFE, on 1/12/98, MARY LOU WOLFE became sole owner of the mortgaged premises as surviving tenant by the entireties.
11. Mortgagor MARY LOU WOLFE died on 7/19/04, leaving a Will dated 2/24/04, wherein she appointed JACQUELINE MARIE MOSIO as his Executrix. Letters Testamentary were granted to her on 7/23/04 in Clearfield County, No. 1704-0462. Decedent's surviving heir at law and next-of-kin is defendant JACQUELINE MARIE MOSIO.
12. Plaintiff does not hold the named Defendants, JACQUELINE MARIE MOSIO, personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclosure their interest in the aforesaid real estate only.
13. Defendants, JACQUELINE MARIE MOSIO, have been named in accordance with Pa R.C.P. 1144 (a)(2), in order to divest the equitable interests in the premises and have no personal liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 31,268.09, together with interest from 04/15/2005 at the rate of \$6.64 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



ALL that certain piece or parcel of land situate, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake corner on the Eastern right-of-way line of Township Road and on line of Ralph H. and Dolly W. Williams, said corner being North thirty-six degrees forty-three minutes East ( $N 36^{\circ} 43' E$ ) a distance of one hundred ten (110) feet from the Northern side of Pine Street; thence along the Eastern right-of-way line of said Township Road North thirty-six degrees forty-three minutes East ( $N 36^{\circ} 43' E$ ) a distance of two hundred (200) feet to a stake corner on line of Mary Wolfe Estate; thence along the line of Mary Wolfe Estate South fifty-six degrees seventeen minutes East ( $S 56^{\circ} 17' E$ ) a distance of one hundred forty-nine and eighty hundredths (149.80) feet to a stake corner on line of John Wassoshin; thence along line of John Wassoshin South thirty-six degrees forty three minutes West ( $S 36^{\circ} 43' W$ ) a distance of two hundred (200) feet to a stake corner on line of Ralph H. and Dolly W. Williams; thence along line of Ralph H. and Dolly W. Williams North fifty-six degrees seventeen minutes West ( $N 56^{\circ} 17' W$ ) a distance of one hundred forty-nine and eighty hundredths (149.80) feet to a stake corner, the place of beginning. Containing 0.69 acre. Tax Parcel No. 112-P12-125.1.

EXCEPTING AND RESERVING, however, all exceptions and reservations as contained in prior deeds in chain of title.

BEING the same premises which vested in Raymond L. Wolfe and Mary Louise Wolfe, his wife, by deed from Raymond L. Wolfe dated May 31, 1964 and recorded in the Clearfield County Recorder's Office in Deed Book Volume 508 at page 287 on June 3, 1964.

PREMISES BEING: RD 3 BOX 243



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: 4-15-05



## **EXHIBIT C**



**PHELAN HALLINAN & SCHMIEG, LLP**

**Suite 1400**

**One Penn Center Plaza**

**Philadelphia, PA 19103**

**215-563-7000**

**Fax: 215-563-4491**

**Jennifer.Redling@fedphe.com**

**Jennifer Redling**  
**Legal Assistant, Decedent Department**

**Representing Lenders in**  
**Pennsylvania and New Jersey**

March 22, 2005

Jacqueline Marie Mosio, Executrix  
And Devisee of the Estate of Mary Lou Wolfe  
869 Whipperwill Drive  
Port Orange FL 32127

**FILE COPY**

**RE: MARY LOU WOLFE; RURAL ROUTE 3 BOX 243, PHILIPSBURG PA 16866;**  
**WELLS FARGO HOME MORTGAGE, INC.; NO. 1190003290**

Dear Ms. Mosio:

Kindly be advised that the Law Offices of Phelan Hallinan & Schmieg, LLP represent WELLS FARGO BANK, N.A., the holder of the mortgage against the above-referenced mortgaged premises. The loan is in default as payments due 8/26/04 and each month thereafter remain due and unpaid. Our office has been retained to bring a foreclosure action.

Our office has been informed of MARY LOU's unfortunate death. We are sorry for your loss. As you are an heir of MARY LOU WOLFE, you were automatically vested with an ownership interest in the mortgaged premises upon her death under 20 Pa.C.S.A. §301(b). Accordingly, it will be necessary to bring a foreclosure action against your interest in the property.

This letter serves to afford you an opportunity to waive your right to be named as a defendant in the foreclosure action. Please find attached a Waiver which I would appreciate your executing and returning to the undersigned within **fourteen (14)** days of the date of this correspondence.

If the Waiver is timely returned it will not be necessary to name you as a Defendant in the foreclosure action. If, however, the Waiver is not timely returned, our office will proceed to name you as a Defendant.

---

\* This firm is a debt collector. Any information we receive will be used for that purpose. If your personal liability for the debt has been discharged in bankruptcy, we are only proceeding against the real estate secured by the mortgage.

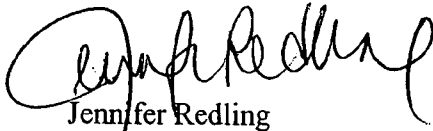


It will however, be necessary to name you, JACQUELINE MARIE MOSIO, as a defendant in the foreclosure action in your capacity as Executrix of the Estate, as required by the Pennsylvania Rules of Civil Procedure. Please be advised that you are not personally liable for the debt, as you did not execute the mortgage or note.

Please note that this waiver does not preclude you from attempting to sell the subject premises and recovering any possible equity in the mortgaged premises prior to the completion of the foreclosure action.

**If you would like to request a payoff or reinstatement figure, please call (215) 563-7000, and ask for the Foreclosure Resolution Department. If you have any other questions regarding this letter, please contact the undersigned at (215) 563-7000, ex. 1200.**

Very truly yours,

  
Jennifer Redling  
Legal Assistant

FILE COPY

cc: David R. Thompson, Esquire

---

\* This firm is a debt collector. Any information we receive will be used for that purpose. If your personal liability for the debt has been discharged in bankruptcy, we are only proceeding against the real estate secured by the mortgage.



PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan

Identification No. 62695

Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Attorney for Plaintiff

---

WELLS FARGO BANK, N.A.,  
F/K/M TO WELLS FARGO BANK WEST, N.A.

v.

ESTATE OF MARY LOU WOLFE, DECEASED

---

FILE COPY

**WAIVER BY DEVISEE OF RIGHT TO BE NAMED  
AS A DEFENDANT IN FORECLOSURE ACTION**

I, JACQUELINE MARIE MOSIO AKA MOISIO, Devisee of the Estate of MARY LOU WOLFE, hereby waive my right to be named as a defendant in a foreclosure action to be instituted by WELLS FARGO BANK, N.A. involving a mortgage secured on premises RURAL ROUTE 3 BOX 243, PHILIPSBURG PA 16866, which property was owned by decedent at the time of her death.

I hereby consent to the foreclosure action, without any further notice of proceedings of Sheriff's sale, and understand that any interest I may have in the mortgaged premises will be divested upon completion of the foreclosure action.

I understand that it is Plaintiff's intention to name me as a Defendant in the foreclosure action in my capacity as Executrix of the Estate, only.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jacqueline Marie Mosio aka Moisio, Devisee  
Of the Estate of Mary Lou Wolfe,  
Not in my capacity as Executrix  
Of the Estate

---

\* This firm is a debt collector. Any information we receive will be used for that purpose. If your personal liability for the debt has been discharged in bankruptcy, we are only proceeding against the real estate secured by the mortgage.



## **EXHIBIT D**





DAVID R. THOMPSON  
ATTORNEY AT LAW

P.O. Box 587  
308 Walton Street, Ste. 4  
Philipsburg, PA 16866  
Phone: 814-342-4100 Fax: 814-342-7081  
e-mail: drtlaw@hotmail.com

March 28, 2005

Attn: Jennifer Redling, Legal Assistant  
PHELAN HALLINAN & SCHMIEG, LLP  
Suite 1400, One Penn Center Plaza  
Philadelphia PA 19103

VIA FAX: 215-563-4491

Re: Mary Lou Wolfe Estate; Rural Route 3, Box 243, Philipsburg PA 16866  
Wells Fargo Home Mortgage - Loan #1190003290

Dear Ms. Redling:

Please be advised that I represent the above-referenced estate. I am in receipt of your correspondence referencing a default of the mortgage. I would advise that this property is currently under Agreement of Sale and is scheduled to close on or before April 22, 2005, to which the mortgage will be paid in full. It would be appreciated if you could kindly fax a payoff/reinstatement figure for this mortgage with a payoff good through that date.

Thank you for your attention herein. Should you wish to discuss this matter, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "David R. Thompson".

David R. Thompson, Esquire

DRT:ajd  
cc: Jackie Mosio, Executrix



## **EXHIBIT E**



**Michele Bradford**

---

**From:** Ray Begley  
**Sent:** Thursday, January 05, 2006 8:58 AM  
**To:** Michele Bradford  
**Subject:** FW: Wolfe/Mosio #1190003290

Hi Michele-

Here you go...

-----Original Message-----

**From:** Ray Begley  
**Sent:** Monday, April 11, 2005 2:38 PM  
**To:** 'drtlaw@hotmail.com'  
**Subject:** Wolfe/Mosio #1190003290

Good afternoon, Attorney Thompson-

Attached is the payoff figure for the above-captioned loan. Should you have any questions, please feel free to contact me directly or anyone else in the Foreclosure Resolution Department.

Thanks

Raymond J. Begley  
Supervisor - Foreclosure Resolution Dept.  
Phelan Hallinan & Schmieg, LLP  
P] (215) 563-7000  
F] (215) 568-0719



Wolfe,Mary42905P  
O.doc (46 KB)

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

Please be advised that the above quote may not reflect the final costs associated with the foreclosure action.

If your loss mitigation efforts result in the receipt by your office of money in exchange for a cancellation of a pending sheriff's sale, then please note that the Sheriff may be entitled to an additional statutory fee. This fee is 2% of the amount of the money your office received. We are unable to include this fee to you in this statement as we are not aware of the actual amount you may receive in exchange for canceling the sale. You may calculate the appropriate amount and add it to the above figure or, in the alternative, contact our office for a final quote when the initial payment is obtained or otherwise known.

Of course, if you have any questions regarding this matter, please contact the abovesigned.

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





PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Raymond J. Begley  
Supervisor – Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

April 11, 2005

VIA E-MAIL

David R. Thompson, Esquire  
[drtlaw@hotmail.com](mailto:drtlaw@hotmail.com)

Re: **Wells Fargo Home Mortgage, Inc. vs. Mary & Raymond L. Wolfe and Jacqueline M. Mosio**  
**RD 3 Box 243, Philipsburg, PA 16866**  
**Acct#: 1190003290**

To Whom It May Concern:

In accordance with your recent request, please find a **payoff figure** in the amount of **\$31,331.38**, which is the amount needed to satisfy the above account with **Wells Fargo Home Mortgage, Inc.** Funds must be received **ON OR BEFORE April 29, 2005** to allow processing and mailing to our client.

Upon submitting payment, please note the following:

- **Personal checks will not be accepted.** Only certified funds purchased from a bank or money orders.
- **All checks must be made payable to the mortgage company stated above, and forwarded to Phelan Hallinan & Schmieg, LLP.**
- Include account number on the check for proper identification.
- **It is possible that additional expenditures may be incurred, by either the mortgage company or this firm, in the interim period between the time these figures are generated and the time monies are tendered. In this event, only the FULL monies will be accepted. Acceptance of the funds is contingent upon a complete review by our client.**

If you should have any questions, please feel free to contact our office.

Sincerely,

Raymond J. Begley  
Phelan Hallinan & Schmieg, LLP  
Foreclosure Resolution Department

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Raymond J. Begley  
Supervisor – Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

**Payoff Figure**

<b>NAME:</b>	WOLFE, MARY & RAYMOND L. and MOSIO, JACQUELINE M.	<b>ACCT.</b>	1190003290
<b>DATE:</b>	4/11/05		Good Through 4/29/05

Principal Balance	\$27,715.13
Interest	\$1,887.91
Late Charges	\$62.84
Property Inspections	\$95.00
BPO/Appraisal	\$125.00

Attorney Costs	\$795.50
Attorney Fees	\$650.00

**TOTAL**

**\$31,331.38**

**PLEASE READ THE ATTACHED LETTER BEFORE  
SUBMITTING PAYMENT!**

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Fax (215) 568-0719

E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

**PLEASE SUBMIT THIS FORM ALONG WITH YOUR PAYMENT!**

**\*\*\*THIS FORM IS TO ASSIST IN PROPER APPLICATION OF YOUR PAYMENT. PLEASE  
COMPLETE TO THE BEST OF YOUR ABILITY\*\*\***

**Date:**

**Name on Mortgage:**

**Loan Number:**

**Property Address:**

**Mailing Address:**

**(If different from Property Address)**

**Telephone Number:**

***PLEASE MAKE CHECK PAYABLE TO YOUR MORTGAGE COMPANY  
AND FORWARD TO OUR OFFICE!***

**\*\*\*PLEASE BE ADVISED THAT ALL PAYMENTS MUST BE IN CERTIFIED  
FORM, AND THAT ANY PERSONAL OR PARTIAL PAYMENTS WILL NOT BE  
ACCEPTED\*\*\***

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.



## **EXHIBIT F**





DAVID R. THOMPSON  
ATTORNEY AT LAW

P.O. Box 587  
308 Walton Street, Ste. 4  
Philipsburg, PA 16866  
Phone: 814-342-4100 Fax: 814-342-7081  
e-mail: drtlaw@hotmail.com

October 19, 2005

Michelle Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG, LLP  
Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

VIA FACSIMILE AND REGULAR MAIL

RE: Wells Fargo Home Mortgage, Inc., vs. Mary & Raymond L. Wolfe and  
Jacqueline M. Mosio  
RD 3, Box 243, Philipsburg, PA 16866  
Account #: 1190003290

Dear Ms. Bradford:

It is my understanding that you are going to withdraw your Writ of Execution in the Sheriff Sale and Foreclosure Action regarding the above referenced matter. I believe it will be necessary to satisfy the Judgment against Mary Lou Wolfe. Pursuant to our telephone conversation, I have enclosed herewith a copy of the Settlement Statement regarding the sale of this property.

Should you have any questions or wish to discuss this matter, please feel free to contact me.

Very truly yours,

THOMPSON LAW OFFICE

A handwritten signature in cursive script that reads "David R. Thompson".

David R. Thompson, Esquire

DRT:jku

Enclosure

cc: Jacqueline M. Mosio, Executrix of the Estate of Mary Lou Wolfe  
Robert Rayman, Esquire



## A. HUD-1 UNIFORM SETTLEMENT STATEMENT

## B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins.	6. File Number: 49.05	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Leon C. Muir & Linda T. Muir 19 South 8 <sup>th</sup> St., Philipsburg, PA 16866	E. Name, Address & TIN of Seller: Estate of Mary Lou Wolfe c/o Jacqueline M. Moiso, 869 Whipperwill Dr Port Orange, FL 32127	F. Name & Address of Lender:
G. Property Location: 426 Perks St., Philipsburg Decatur Twp., Clearfield Co., PA 16866 PC# P12-000-125.1 & P12-000-126.2	TIN of Seller: Place of Settlement 1315 W. College Ave., Suite 300	H. Settlement Agent: Robert C. Rayman
	I. Settlement Date: 04/21/05	

## J. Summary of Borrower's Transaction

## 100. Gross Amount Due from Borrower:

101. Contract sales price	\$125,000.00	401. Contract sales price	\$125,000.00
102. Personal Property		402. Personal Property	
103. Borrower's settlement charges (line 1400)	\$2,063.50	403.	
104.		404.	
105.		405.	

## Adjustments for items paid by seller in advance

106. City/town taxes 4/21/2005 to 12/31/2005	\$ 161.22	406. City/town taxes 4/21/2005 to 12/31/2005	\$ 161.22
107. County taxes 4/21/2005 to 12/31/2005	\$ 16.29	407. County taxes 4/21/2005 to 12/31/2005	\$ 16.29
108. School taxes 4/21/2005 to 6/30/2005	\$ 143.16	408. School taxes 4/21/2005 to 6/30/2005	\$ 143.16
109. School taxes 4/21/2005 to 6/30/2005	\$ 14.46	409. School taxes 4/21/2005 to 6/30/2005	\$ 14.46
110.		410.	
111.		411.	
112.		412.	
113.		413.	

120. Gross Amount Due from Borrower \$127,398.63 420. Gross Amount Due to Seller \$125,335.13

## 200. Amounts Paid by or in Behalf of Borrower:

201. Deposits or earnest money	\$500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$9,883.69
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage to Wells Fargo	\$96,130.48
205.		505. Payoff of second mortgage	
206.		506. Water / Sewer to: PAWC #24-0561247 **	\$200.00
207.		507. ** Will be held in Escrow pending final bill	
208.		508. Water to: PAWC: #24-0561247	\$45.00
209. Credit to Buyer for Home Inspection	\$500.00	509. Credit to Buyer for Home Inspection	\$500.00

## Adjustments for items unpaid by seller

210. City/town taxes to	\$ 0.00	510. City/town taxes to	\$ 0.00
211. County taxes to	\$ 0.00	511. County taxes to	\$ 0.00
212. Assessments to	\$ 0.00	512. Assessments to	\$ 0.00
213. to	\$ 0.00	513. to	\$ 0.00
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

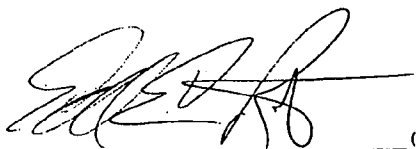
220. Total Paid By/for Borrower \$1,000.00 520. Total Reduction Amount Due Seller \$106,759.17

## 300. Cash at Settlement From/to Borrower

301. Gross amount due from borrower (line 120)	\$127,398.63	601. Gross amount due to seller (line 420)	\$125,335.13
302. Less amounts paid by/for borrower (line 220)	\$1,000.00	602. Less reductions in amount due seller (line 520)	\$106,759.17
303. Cash <input checked="" type="checkbox"/> from <input type="checkbox"/> to Borrower	\$126,398.63	603. Cash <input checked="" type="checkbox"/> to <input type="checkbox"/> from Seller	\$18,575.96

## Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252 and/or Schedule D (Form 1040)*. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.



(Seller)

Estate of Mary Lou Wolfe

Agent for the Seller

(Seller)

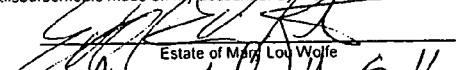
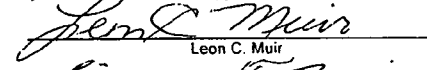
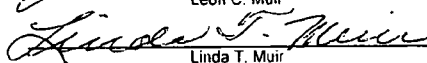


# L. Settlement Charges


700. Total Sales/Broker's Commission: (based on price)	\$125,000.00 @ \$125,000 %	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.			
702.			
703. Commission paid at Settlement to Realty World -			\$7,500.00
704.			
800. Items Payable in Connection with Loan			
801. Loan Origination Fee			
802. Loan Discount			
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee			
807.			
808.			
809.			
810.			
811.			
812.			
813.			
814.			
900. Items Required by Lender to Be Paid in Advance			
901. Interest from	to @ \$ per day		
902. Mortgage Insurance Premium for			
903. Hazard Insurance Premium for			
904.			
905.			
1000. Reserves Deposited with Lender			
1001. Hazard insurance	months @ \$ per month	\$ 0.00	
1002. Mortgage insurance	months @ \$ per month	\$ 0.00	
1003. City property taxes	months @ \$ per month	\$ 0.00	
1004. County property taxes	months @ \$ per month	\$ 0.00	
1005. Annual assessments	months @ \$ per month	\$ 0.00	
1006.	months @ \$ per month	\$ 0.00	
1007.			
1008.			
1009. Aggregate Accounting Adjustment			
1100. Title Charges			
1101. Settlement/closing fee			
1102. Abstract/title search to Donna Gorton		\$184.50	
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to Robert C. Rayman		\$600.00	
(includes above item numbers 1103, Cert. Title, 1105, 1106, Copies, Recording Serv)			
1108. Title insurance			
(includes above item numbers			
1109. Lender's coverage			
1110. Owner's coverage			
1111.			
1112.			
1113. Deed Prep to David R. Thompson			POC
1200. Government Recording and Transfer Charges			
1201. Recording fees:	Deed \$20.00 Mortgage Release	\$ 20.00	\$ 0.00
1202. City/county tax/stamps:	Deed \$1,250.00 Mortgage	\$625.00	\$625.00
1203. State tax/stamps:	Deed \$1,250.00 Mortgage	\$625.00	\$625.00
1204.			
1205.			
1206.			
1300. Additional Settlement Charges			
1301. Survey			
1302. Pest Inspection			
1303.			
1304.			
1305. Overnight Fee to UPS (payoff)			\$20.00
1306. 2004/05 School tax to Tax Claim - PC# P12-000-126.2	(Delinquent)		\$107.97
1307. 2004/05 School tax to Tax Claim - PC# P12-000-125.1	(Delinquent)		\$846.72
1308. Open Pool to Scott's Pools, Inc.			\$159.00
1400. Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)		\$2,063.50	\$9,883.69

## CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Seller  
 Estate of Mary Lou Wolfe  
 Borrower  
 Leon C. Muir  
 Borrower  
 Linda T. Muir

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed to the undersigned as part of the settlement of this transaction.

 Settlement Agent  
 Robert C. Rayman  
 04/21/05 Date



## **EXHIBIT G**



**Foreclosure Review Services, Inc**  
400 Fellowship Road ~ Suite 220 ~ Mt Laurel, NJ 08054  
(856) 813-1460 (856) 813-1461 (fax)

2/28/05

Company Name: Phelan Hallinan & Schmieg, LLP  
Name Given: Mary Wolfe  
Address Given: RD 3 Box 243  
Philipsburg, PA 16866, Clearfield

Cover Date: 2/17/05

**DEED INFORMATION**

RECORD OWNER: Raymond L. Wolfe & Mary Lou Wolfe, his wife  
PREMISES SEARCHED: RD 3 Box 243  
Philipsburg, PA 16866

County: Clearfield

**Deed History/Chain of Title**

1. Deed: Grantor(s): Raymond L. Wolfe & Mary Louise Wolfe, his wife  
Grantee(s): Raymond L. Wolfe & Mary Lou Wolfe, his wife  
Date: 9/12/96 Recorded: 9/17/96 Book: 1788 Page 478  
Consideration: \$1.00 Parcel: P12-000-125.1  
Tax Assessment: \$10,150.00

**MORTGAGE INFORMATION**

1. Mortgage: Book: 1277 Page: 438 Date: 8/9/01 Recorded: 9/18/01  
Amount: \$31,000.00  
Lender: Wells Fargo Bank West, N.A.
2. Mortgage: Book: 2002 Page: 19849 Date: 11/25/02 Recorded: 12/11/02  
Amount: \$205,500.00  
Lender: Secretary of Housing and Urban Development
3. Mortgage: Book: 2002 Page: 19850 Date: 11/25/02 Recorded: 12/11/02  
Amount: \$205,500.00  
Lender: Wells Fargo Home Mortgage, Inc.

**JUDGMENT INFORMATION**

JUDGMENTS: Clear

**LIEN INFORMATION**

LIENS: Taxes due for year(s): 2004 - \$824.58

**DIVORCES**

DIVORCE: None

MBM  
8-1-3

DEED



# THIS INDENTURE,

MADE the 12th day of September  
in the year nineteen hundred and ninety-six (1996)

BETWEEN RAYMOND L. WOLFE and MARY LOUISE WOLFE, his wife, of RD #2, Box 243,  
Philipsburg, Clearfield County, PA 16866, parties of the first part, Grantors

AND

RAYMOND L. WOLFE and MARY LOU WOLFE, his wife, of RD #2, Box 243, Philipsburg,  
Clearfield County, PA 16866, parties of the second part, Grantees,

WITNESSETH that in consideration of ONE (\$1.00) DOLLAR, in hand paid, the receipt whereof  
is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, as  
tenants by the entireties

ALL that certain piece or parcel of land situate, lying and being in Decatur Township, Clearfield  
County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake corner on the Eastern right-of-way line of Township Road  
and on line of Ralph H. and Dolly W. Williams, said corner being North thirty-six  
degrees forty-three minutes East (N 36° 43' E) a distance of one hundred ten (110)  
feet from the Northern side of Pine Street; thence along the Eastern right-of-way line  
of said Township Road North thirty-six degrees forty-three minutes East (N 36° 43'  
E) a distance of two hundred (200') feet to a stake corner on line of Mary Wolfe  
Estate; thence along the line of Mary Wolfe Estate South fifty-six degrees seventeen  
minutes East (S 56° 17' E) a distance of one hundred forty-nine and eighty  
hundredths (149.80') feet to a stake corner on line of John Wassoshin; thence along  
line of John Wassoshin South thirty-six degrees forty three minutes West (S 36° 43'  
W) a distance of two hundred (200') feet to a stake corner on line of Ralph H. and  
Dolly W. Williams; thence along line of Ralph H. and Dolly W. Williams North fifty-  
six degrees seventeen minutes West (N 56° 17' W) a distance of one hundred forty-  
nine and eighty hundredths (149.80') feet to a stake corner, the place of beginning.  
Containing 0.69 acre. Tax Parcel No. 112-P12-125.1.

EXCEPTING AND RESERVING, however, all exceptions and reservations as contained  
in prior deeds in chain of title.

BEING the same premises which vested in Raymond L. Wolfe and Mary Louise Wolfe, his  
wife, by deed from Raymond L. Wolfe dated May 31, 1964 and recorded in the Clearfield County  
Recorder's Office in Deed Book Volume 308 at page 287 on June 3, 1964.

THIS IS A CONVEYANCE FROM HUSBAND AND WIFE TO HUSBAND AND WIFE  
AND IS THEREFORE EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAXES.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11:00 AM 9-17-96  
BY Tim Dolent  
FEE \$13.50  
Karen L. Starck, Recorder



## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Timothy E. Durant  
and  
and

Harold L. Waller  
Mary Lee Roberts

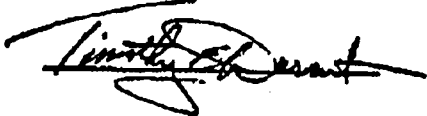
This 12th day of September, 1996



AND the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

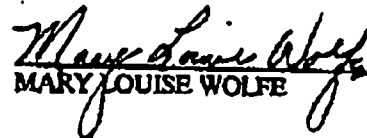
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of



 (SEAL)  
RAYMOND L. WOLFE



 (SEAL)  
MARY LOUISE WOLFE

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

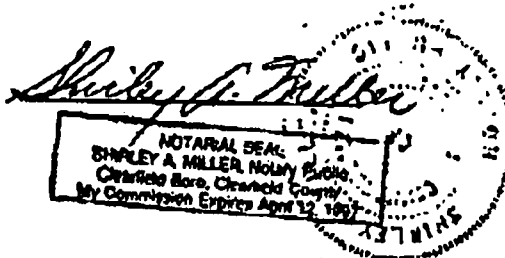
:  
SS:  
:

On this, the 12th day of September 1996, before me,  
Shirley A. Miller, a Notary Public, personally appeared RAYMOND L. WOLFE and MARY LOUISE WOLFE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires:

April 12, 1997





**Dated** September 12, 1996  
**For** all that certain piece or parcel of  
land situate, lying and being in  
Decatur Twp., Clearfield Co., PA

**Consideration** \$2.00


**TIMOTHY E. DURANT**  
Attorney at Law  
201 North Second Street  
Clearfield, PA 16830

Entered of Record 9-17-1996 : 2:05pm Karon L. Starck, Recorder



**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of the grantee herein is as follows: RD#2, Box 243, Philipaburg, PA 16866

  
Attorney for Grantee

**DEED**

RAYMOND L. WOLFE and MARY LOUISE WOLFE

TO

RAYMOND L. WOLFE and MARY LOU WOLFE

Dated September 12, 1996  
For all that certain piece or parcel of  
land situate, lying and being in  
Decatur Twp., Clearfield Co., PA

Consideration \$1.00

**TIMOTHY E. DURANT**  
Attorney at Law  
201 North Second Street  
Clearfield, PA 16830

Entered of Record 9-17 1996 Karen L. Starck, Recorder



VERIFICATION

Yolanda Williams hereby states that she is VICE PRESIDENT LOAN DOCUMENTATION of WELLS FARGO Bank, N.A. successor by merger to Wells Fargo Home Mortgage Inc. . mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action ~~to~~ Quiet Title are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Leslie Crenshaw", written over a horizontal line.

Leslie Crenshaw, Vice President Loan Documentation

DATE: 12/27/05



**FILED**

**JAN 12 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



# VERIFIED RETURN OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Civil Court

Case Number: 06 58 CD

Plaintiff:

Wells Fargo Bank, N.A. et al

vs.

Defendant:

Estate of Mary Lou Wolfe, Jacqueline Marie Mosio et al

FILED <sup>NP</sup> <sup>CC</sup>  
11:44 AM  
FEB 03 2006 @

For: Michele M Bradford, Esq.  
Phelan Hallinan & Schieg, LLP

William A. Shaw  
Prothonotary/Clerk of Courts

Received by Full Spectrum Legal Services, Inc. on the 21st day of January, 2006 at 11:42 am to be served on **JACQUELINE MARIE MOSIO, 869 Wiporwill Dr. Port Orange FL 32127**. I, Max J. Garcia, being duly sworn, depose and say that on the 26 day of JAN, 2006 at 2:12 p.m., executed service by delivering a true copy of the **Civil Action Complaint to Quite Title, Exhibits** in accordance with state statutes in the manner marked below:

( ) INDIVIDUAL SERVICE: Served the within-named person.

☒ SUBSTITUTE SERVICE: By serving KEVIN MOSIO as Spouse.

( ) POSTED SERVICE: After attempting service on \_\_\_/\_\_\_ at \_\_\_ and on \_\_\_/\_\_\_ at \_\_\_ to a conspicuous place on the property described herein.

( ) OTHER SERVICE: As described in the Comments below by serving \_\_\_\_\_ as \_\_\_\_\_.

( ) NON SERVICE: For the reason detailed in the Comments below.

Active Military-Y ( ) N ( )


COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Age \_\_\_ Sex M F Race \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair \_\_\_\_\_ Glasses Y N

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 27<sup>th</sup> day of January, 2006 by the affiant who is personally known to me.

[Signature]  
NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA  
 Ruth M. Sophie  
Commission # DD425453  
Expires: JUNE 20, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]  
PROCESS SERVER # \_\_\_\_\_  
Appointed in accordance  
with State Statutes

Full Spectrum Legal Services, Inc.  
400 Fellowship Rd  
Ste 220  
Mt. Laurel, NJ 08054  
(856) 813-1460  
Our Job Serial Number: 2006000122



**FILED**

**FEB 03 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



## Phelan Hallinan & Schmieg, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Phone: 215-320-0007 ext. 1270

Fax: 215-563-3459

Email: [fran.spino@fedphe.com](mailto:fran.spino@fedphe.com)

Fran Spino  
Legal Assistant

Representing Lenders in  
Pennsylvania and New Jersey

January 31, 2006

Office of the Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853

RE: Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. vs. Estate of Mary Lou Wolfe et al.  
Clearfield County CCP, No. 06-58-CD

To Whom It May Concern:,

Enclosed please find an Out of State Service Affidavit, showing service was made on Defendant, Jacqueline Marie Mosio on January 26, 2006. Please docket and return a time-stamped copy in the self addressed stamp envelope provided.

Should you have any questions do not hesitate to call me. Thank you.

Very truly yours,  
Fran Spino  
Legal Assistant  
For Phelan Hallinan & Schmieg, LLP



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,

Defendants.

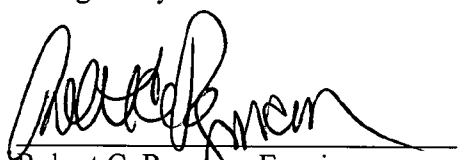
Civil Division

Case No. 06-58-CD

NOTICE TO PLEAD

TO: WELLS FARGO BANK, N.A., f/k/a WELLS FARGO BANK WEST, N.A.

You are hereby notified to plead to the within Preliminary Objections within twenty (20) days from receipt thereof or a default judgment may be entered against you.

By:   
Robert C. Rayman, Esquire  
Attorney for Defendants Muir  
Attorney I.D. #30339  
1315 W. College Avenue, Suite 300  
State College, PA 16801  
814-234-5227

FILED No cc  
m 11:26 AM  
FEB 06 2006 @

William A. Shaw  
Prothonotary/Clerk of Courts



1. Leon C. Muir and Linda T. Muir are the purchasers of real property located at R. D. 3, Box 243, Philipsburg, Pennsylvania, 16866.
2. Plaintiff, Wells Fargo, by its admission in Paragraph 6 of its Complaint, admits that it made a unilateral mistake in failing to record a mortgage in Clearfield County regarding a prior owner of the property.
3. Plaintiff claims that Defendants had notice of their mortgage due to the filing of a Foreclosure action on a mortgage that was not on record.



4. The Foreclosure action in Paragraph 3 listed the mortgage being foreclosed upon as Mortgage Book 1277, Page 438. No such mortgage existed in Clearfield County at that Book and Page.

5. Plaintiff, Wells Fargo, did have a recorded mortgage against the property filed to Instrument No. 200219850, which mortgage was paid at the time of settlement by payoff provided by Wells Fargo.

6. The alleged mortgage, attached as Exhibit "A" to the Complaint, is on Parcel No. 112-P12-126.2, a parcel of 0.39 acres.

7. The property subject to the foreclosure Complaint is Parcel No. 112-P12-125.1, a parcel of 0.69 acres.

8. The parcels listed on the mortgage and the foreclosure Complaint do not match, another unilateral mistake by Plaintiff.

9. Plaintiff would only have a cause of action, and a valid lien on some parcel, (although it is difficult to say which one), if there was a mutual mistake (See Regions Mortgage, Inc. v. Muthler, 2005 WL 3395375 [PA]).

WHEREFORE, Defendants Muir request that the Complaint be dismissed as to them.

Respectfully submitted,

Dated: 2/3/06

By: 

Robert C. Rayman, Esquire  
Attorney for Defendants Muir  
Attorney I.D. #30339  
1315 West College Avenue, Suite 300  
State College, PA 16801  
814-234-5227



**WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,**

**vs.**

**ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,**

**Civil Division**

**Case No. 06-58-CD**

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Preliminary Objections in the above-captioned matter upon the following by depositing same in the U. S. mail on February 3, 2006, in State College, Pennsylvania, postage prepaid, addressed to:

David R. Thompson, Esquire  
P. O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

By:

Rebecca A. Pettenger



**FILED**

**FEB 06 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,

Defendants.

Civil Division

Case No. 06-58-CD

PRAECIPE TO LIST FOR ARGUMENT

TO THE PROTHONOTARY:

Please list the Preliminary Objections filed in this case for argument.

Dated:

2/3/06

By:

Robert C. Rayman, Esquire  
Attorney for Defendants Muir  
Attorney I.D. #30339  
1315 West College Avenue, Suite 300  
State College, PA 16801  
814-234-5227

FILED

m11:26301  
FEB 06 2006

no  
cc  
(62)

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,

Defendants.

Civil Division

Case No. 06-58-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praecipe to List for Argument  
was served by depositing on this date, the same with the United States Postal Service, postage  
prepaid, addressed to the following:

Michele M. Bradford, Esquire  
Phelan, Hallinan & Schmieg, LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

David R. Thompson, Esquire  
P. O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

Dated: 2/3/06

By: Robert C. Rayman

Robert C. Rayman, Esquire  
Attorney for Defendants Muir  
Attorney I.D. #30339  
1315 West College Avenue, Suite 300  
State College, PA 16801  
814-234-5227



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

Wells Fargo, N.A.,  
F/k/a Wells Fargo Bank West, N.A.  
3478 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD #3 Box 243  
Philipsburg, PA 16866

County National Bank  
One South Second Street  
P.O. Box 42  
Clearfield, PA 16830

Defendants

No.: 2006-00058-CD

FILED No. cc  
01/10:19/01  
FEB 08 2006 Copy to  
William A. Shaw  
Prothonotary/Clerk of Courts

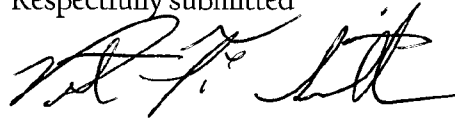
P R A E C I P E

To: William A. Shaw, Sr., Prothonotary of Clearfield County

Dear Sir:

Please enter my appearance as attorney for Defendant, County National Bank, in the above-captioned matter.

Respectfully submitted



Peter F. Smith, Esquire  
Attorney for County National Bank  
P.O. Box 130, 30 South Second St.  
Clearfield, PA 16830  
(814) 765-5595  
(814) 765-6662

Dated: February 6, 2006

cc: County National Bank  
David R. Thompson, Esquire  
Robert C. Rayman, Esquire



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

Wells Fargo, N.A.,  
F/k/a Wells Fargo Bank West, N.A.  
3478 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD #3 Box 243  
Philipsburg, PA 16866

County National Bank  
One South Second Street  
P.O. Box 42  
Clearfield, PA 16830

Defendants

No.: 2006-00058-CD

FILED  
0110:1981  
FEB 08 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith attorney for Defendant, County National Bank in the above-captioned matter,  
hereby certify that I served a true and correct copy of the PRAECIPE ENTRYING MY APPEARANCE  
to Attorney Michele M. Bradford by U.S. First Class Mail as follows:

Michele M. Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG, LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

Respectfully submitted,



Peter F. Smith,  
Attorney for Defendant CNB

Date: February 6, 2006

cc: David R. Thompson, Esquire  
Robert C. Rayman, Esquire  
County National Bank



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

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

vs.

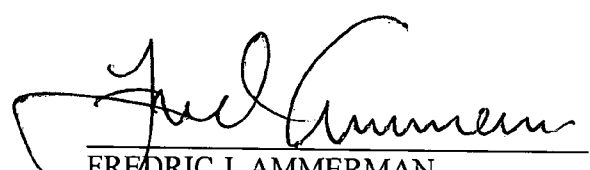
No. 06-58-CD


ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,

**ORDER**

NOW, this 7<sup>th</sup> day of February, 2006, upon consideration  
of Defendant's Preliminary Objections, a Rule is hereby issued upon Plaintiff's to  
Appear and Show Cause why the Preliminary Objections should not be granted.  
Rule Returnable is scheduled the 20<sup>th</sup> day of March, 2006, at  
10:00 A.M. in Courtroom No. 1, Clearfield County  
Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

**FILED** *lece*  
*01/4/0061*  
**FEB 08 2006** *Ang Rayman*  
  
William A. Shaw  
Prothonotary/Clerk of Courts

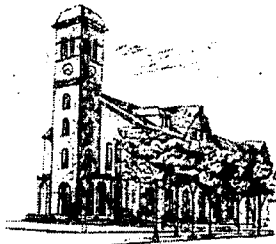


FILED

FEB 08 2006

William A. Shaw  
Prothonotary/Clerk of Courts





## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 2/8/06

X You are responsible for serving all appropriate parties.

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

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

WELLS FARGO BANK, NA  
f/k/a WELLS FARGO BANK WEST, NA  
3476 Stateview Boulevard  
Fort Mill SC 29715

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

LEON C. MUIR AND LINDA T. MUIR

COUNTY NATIONAL BANK

Defendants

No. 06-58-CD

TYPE OF CASE:  
Civil

TYPE OF PLEADING:  
Praecipe for Entry of Appearance

FILED OF BEHALF OF:  
Defendant Estate of Mary Lou  
Wolfe and Jacqueline Marie Mosio

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esquire  
Supreme Court I.D. No. 73053  
Attorney at Law  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

FEB 17 2006

W/2:00/1  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT TO ATT

COPY TO C/n



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

WELLS FARGO BANK, NA  
f/k/a WELLS FARGO BANK WEST, NA  
3476 Stateview Boulevard  
Fort Mill SC 29715

Plaintiff

VS.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

LEON C. MUIR AND LINDA T. MUIR

COUNTY NATIONAL BANK

Defendants

No. 06-58-CD

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of the Defendant, Estate of Mary Lou Wolfe, Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe.

Respectfully submitted,

  
David R. Thompson, Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,

Defendants.

Civil Division

Case No. 06-58-CD

**FILED** *no cc*  
m 11:34/SL  
FEB 14 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

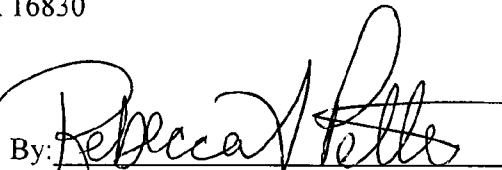
PROOF OF SERVICE

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Judge's Order in the above-captioned matter upon the following by depositing same in the U. S. mail on February 13, 2006, in State College, Pennsylvania, postage prepaid, addressed to:

Michele M. Bradford, Esquire  
Phelan, Hallinan & Schmieg, LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

David R. Thompson, Esquire  
P. O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

Peter F. Smith, Esquire  
30 South Second Street  
P. O. Box 130  
Clearfield, PA 16830

By:   
Rebecca A. Pettenger



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

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

vs.

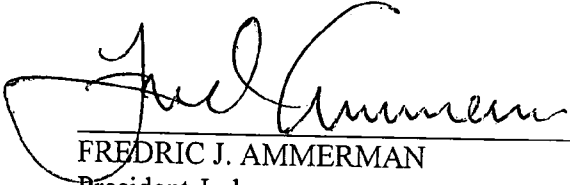
No. 06-58-CD

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,

**ORDER**

NOW, this 7<sup>th</sup> day of February, 2006, upon consideration  
of Defendant's Preliminary Objections, a Rule is hereby issued upon Plaintiff's to  
Appear and Show Cause why the Preliminary Objections should not be granted.  
Rule Returnable is scheduled the 20<sup>th</sup> day of March, 2006, at  
10:00 A.M. in Courtroom No. 1, Clearfield County  
Courthouse, Clearfield, PA.

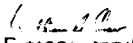
BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

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

FEB 08 2006

Attest

  
Notary Public/  
Clerk of Courts



FILED

FEB 14 2006

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

WELLS FARGO BANK, NA  
f/k/a WELLS FARGO BANK WEST, NA  
3476 Stateview Boulevard  
Fort Mill SC 29715

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

LEON C. MUIR AND LINDA T. MUIR

COUNTY NATIONAL BANK

Defendants


No. 06-58-CD

TYPE OF CASE:  
Civil

TYPE OF PLEADING:  
Certificate of Service

FILED OF BEHALF OF:  
Defendant Estate of Mary Lou  
Wolfe and Jacqueline Marie Mosio

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esquire  
Supreme Court I.D. No. 73053  
Attorney at Law  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**   
FEB 17 2006  
2/22/06  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Clerk TO ATT



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

WELLS FARGO BANK, NA  
f/k/a WELLS FARGO BANK WEST, NA  
3476 Stateview Boulevard  
Fort Mill SC 29715

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

LEON C. MUIR AND LINDA T. MUIR

COUNTY NATIONAL BANK

Defendants

No. 06-58-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **PRAECIPE FOR ENTRY OF APPEARANCE**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Michele M. Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia PA 19103-1814

DATE: February 8, 2006

BY:

  
David R. Thompson, Esquire



**FILED**

**FEB 17 2006**

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



## CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST, NA

Plaintiff

**VS.**

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY  
LOU WOLFE, LEON C. MUIR AND LINDA T.  
MUIR, and COUNTY NATIONAL BANK

## Defendants

No. 06-58-CD

TYPE OF CASE:  
Civil Division

TYPE OF PLEADING:  
Preliminary Objections

FILED ON BEHALF OF:  
Plaintiff

**COUNSEL OF RECORD  
FOR THIS PARTY:**  
David R. Thompson, Esquire  
Attorney at Law  
Supreme Court I.D. 73053  
308 Walton Street, Suite 4  
P.O. Box 587  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

FEB 17 2006

M/2:00/W

William A. Shaw  
Prothonotary/Clerk of Courts

~~4~~  $y$   $\in$  Env to APT



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,  
Defendant

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No. 06-58-CD

**ORDER**

**AND NOW**, this 22<sup>nd</sup> day of February, 2006, upon consideration of the Preliminary Objections filed on behalf of Defendants Estate of Mary Lou Wolfe and Jacqueline Marie Mosio, a hearing is scheduled for the 20<sup>th</sup> day of March, 2006 at 10:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse for argument on same.

BY THE COURT:



Frederic J. Ammerman, PJ

**FILED**  
9/3:26 PM  
FEB 22 2006

4 cc  
Atty Thompson

OK

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,  
Defendant

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No. 06-58-CD

**NOTICE TO PLEAD**

TO: WELLS FARGO BANK, N.A. f/k/a WELLS FARGO BANK WEST, N.A.

You are hereby notified to plead to the within Preliminary Objections within twenty (20) days from receipt thereof or a default judgment may be entered against you.

By: \_\_\_\_\_

David R. Thompson, Esquire

Attorney for Defendant Wolfe and Mosio



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,	*	
f/k/a WELLS FARGO BANK WEST,	*	
N.A.,	*	
Plaintiff	*	No. 06-58-CD
	*	
vs.	*	
	*	
ESTATE OF MARY LOU WOLFE,	*	
JACQUELINE MARIE MOSIO,	*	
EXECUTRIX AND DEVISEE OF THE	*	
ESTATE OF MARY LOU WOLFE	*	
LEON C. MUIR, LINDA T. MUIR,	*	
and COUNTY NATIONAL BANK,	*	
Defendant	*	

***PRELIMINARY OBJECTIONS***

AND NOW, comes the Defendants, Estate of Mary Lou Wolfe and Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe, by and through their attorney David R. Thompson, Esquire, and files the following Preliminary Objections to the Plaintiff's Complaint and in support hereof alleges as follows:

---

***A. DEMURRER TO PLAINTIFF'S COMPLAINT***

---

1. Plaintiff filed a Complaint to Quiet Title, docketed in this Court to No. 06-58-CD against the above-named Defendants
2. Plaintiff has alleged that decedent Mary Lou Wolfe executed a note and mortgage to Plaintiff in August of 2001.
3. Plaintiff admits that it mistakenly recorded said alleged mortgage in the wrong



county recorder's office.

4. In Paragraph 9 of its Complaint, Plaintiff avers that Defendant Jacqueline Marie Mosio and her counsel had actual knowledge of the mortgage alleged held by Plaintiff by virtue of correspondence from Plaintiff to said Defendants' counsel.

5. Defendants' counsel received the referenced information and immediately requested a copy of the said mortgage establishing the alleged debt in the form of telephone calls and written correspondence to Plaintiff's counsel.

6. Defendants' counsel was verbally informed by Plaintiff that the lien was for an individual in another county.

7. Defendants' counsel requested and received title notes of the real property from Robert Rayman, Esquire, and said counsel also had his independent abstractor in Clearfield County review the title to the real property based upon Plaintiff's correspondence.

8. None of the information received by Defendants' counsel verified the alleged debt of decedent that Plaintiff maintains exists.

9. By correspondence dated April 15, 2005 and October 14, 2005, Defendant's counsel requested written verification of the alleged debt that Plaintiff maintains is owed by the decedent.

10. Defendants' counsel did not receive a copy of any written document, despite repeated requests, until Plaintiff filed this action, attaching a copy of the alleged mortgage document.

11. The alleged mortgage attached to Plaintiff's Complaint references collateral as Tax Parcel Number 112-P12-126.2.



12. All information received by Defendants' counsel from Plaintiff in the form of the Mortgage Foreclosure Complaint and related documents established an alleged lien on Tax Parcel Number 112-P12-125.1.

13. Defendants' counsel has not found nor has been provided a copy of any promissory note executed by the decedent.

14. Plaintiff's failure to properly secure any alleged debt is a unilateral mistake by Plaintiff.

15. Defendant never had actual notice, nor constructive notice of the alleged mortgage due to repeated unilateral mistakes of Plaintiff.

16. Plaintiff is unable to recover its requested relief due to its own unilateral mistake.

WHEREFORE, Defendant Estate of Mary Lou Wolfe, and Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe respectfully requests this Honorable Court to grant the requested Demurrer, dismissing the Complaint as filed against them, as Plaintiff's Complaint is legally insufficient.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D.R. Thompson", written in a cursive style.

David R. Thompson, Esquire  
Attorney at Law



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,  
Defendant

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No. 06-58-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

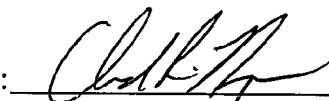
I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **PRELIMINARY OBJECTIONS**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Michele M. Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG LLP  
One Penn Centre, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia PA 19103-1814

Robert C. Rayman, Esquire  
1315 W College Avenue, Suite 300  
State College PA 16801

DATE: February 14, 2006

BY: \_\_\_\_\_

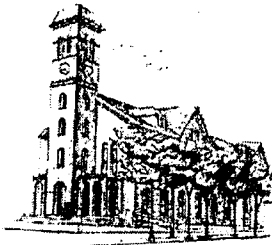


David R. Thompson, Esquire



**FILED**  
**FEB 17 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts





## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 2/22/06

X You are responsible for serving all appropriate parties.

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

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:



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

Wells Fargo Bank, N.A., F/K/A  
Wells Fargo Bank West, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715  
Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the Estate of  
Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042  
Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Clearfield County

Civil Division

No. 06-58-CD

**FILED** *NO CC*  
*m/11.08.06*  
**FEB 23 2006** *LM*  
William A. Shaw  
Prothonotary/Clerk of Courts

**PLAINTIFF'S RESPONSE TO DEFENDANTS' PRELIMINARY OBJECTIONS**

1. Admitted.
2. Admitted in part and denied in part. It is admitted that Wells Fargo's mortgage was erroneously recorded in Centre County, rather than Clearfield County. See Plaintiff's Complaint, Exhibit A. The averment of a unilateral mistake is a conclusion of law to which no response is necessary.
3. Admitted. If Defendants had obtained a title search on the property at RD 3 Box 243 in Philipsburg prior to purchasing the property, they would have learned that Plaintiff had filed a mortgage foreclosure action on April 19, 2005 in the Clearfield County Court of Common Pleas at docket number 05-551-CD. Plaintiff's mortgage foreclosure Complaint specifically referenced the



mortgage upon which Wells Fargo was foreclosing. Leon and Linda Muir either purchased the property with obtaining an abstract of title, or they simply ignored Wells Fargo's mortgage foreclosure action. Whichever error they made was to their detriment.

4. Admitted. By way of further response, see Plaintiff's response to paragraph three, above.

5. Admitted.

6. Admitted.

7. Denied. The averments of paragraph seven refer to a document in writing, which speaks for itself, and no characterization thereof is required.


8. Denied. Both the Mortgage and the Complaint identified the subject property at RD 3 Box 243, Philipsburg, Pennsylvania 16866.

9. Denied. The averments of paragraph nine contain a conclusion of law to which no response is necessary.

WHEREFORE, Plaintiff respectfully requests that the Court overrule the Defendants' Preliminary Objections and direct the Defendants to file an Answer to Plaintiff's Complaint.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

Date: 2/20/06

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

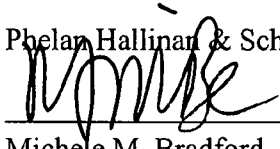


**VERIFICATION**

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Response to Preliminary Objections 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. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 2/20/06

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



FILED

FEB 23 2006

William A. Shaw  
Prothonotary/Clerk of Courts



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

Wells Fargo Bank, N.A., F/K/A  
Wells Fargo Bank West, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715  
Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the Estate of  
Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042  
Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Clearfield County

Civil Division

No. 06-58-CD

FILED <sup>NO CC</sup>  
m/11/08/06  
FEB 23 2006  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**


I hereby certify that a true and correct copy of the Plaintiff's Response to Defendants' Preliminary Objections was served upon the following interested parties by first class mail, postage prepaid, at the address and on the date listed below:

Robert C. Rayman, Esquire  
Atty. for Leon and Linda Muir  
1315 West College Ave., Suite 300  
State College, PA 16801

David R. Thompson, Esquire  
Atty. for Estate of Mary Lou Wolfe and  
Jacqueline Marie Mosio  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

Peter F. Smith, Esquire  
Atty. for County National Bank  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 19013-1814

DATE: 2/21/06

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST, NA

Plaintiff,

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

LEON C. MUIR AND LINDA T. MUIR

COUNTY NATIONAL BANK

Defendants

No. 06-58-CD

TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Petitioners

COUNSEL OF RECORD FOR  
THIS PARTY:

David R. Thompson, Esq.  
Attorney at Law  
Supreme Court I.D. 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

FILED <sup>icc</sup>  
01/02/23/24  
MAR 03 2006  
Aly Thompson

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST, NA

Plaintiff,

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

LEON C. MUIR AND LINDA T. MUIR

COUNTY NATIONAL BANK

Defendants

No. 06-58-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **PRELIMINARY OBJECTIONS, NOTICE TO PLEAD** and the **ORDER** scheduling a hearing for the **20<sup>th</sup> day of March, 2006, at 10:00 a.m.**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Michele M. Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

Robert C. Rayman, Esquire  
1315 West College Ave., Suite 300  
State College, PA 16801

DATE: March 2, 2006

BY:

  
David R. Thompson, Esquire



**FILED**

**MAR 03 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



PHELAN HALLINAN & SCHMIEG, LLP  
BY: MICHELE M. BRADFORD, ESQUIRE  
IDENTIFICATION NO. 69849  
ONE PENN CENTER AT SUBURBAN STATION  
1617 J.F.K. BLVD. SUITE 1400  
PHILADELPHIA, PA 19103-1814  
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Wells Fargo Bank, N.A., F/K/A  
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Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the Estate of  
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Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042  
Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Clearfield County

Civil Division

No. 06-58-CD

FILED  
MAR 17 2006  
cc  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**


I hereby certify that a true and correct copy of the Response of Wells Fargo Bank, N. A. to the Preliminary  
Objections of the Estate of Mary Lou Wolfe and Jacqueline Maria Mosio, Executrix and Devisee of the Estate of Mary  
Lou Wolfe was served upon the following interested parties via facsimile on the date listed below:

Robert C. Rayman, Esquire  
Atty. for Leon and Linda Muir  
1315 West College Ave., Suite 300  
State College, PA 16801  
(via facsimile: 814-234-8413)

David R. Thompson, Esquire  
Atty. for Estate of Mary Lou Wolfe and  
Jacqueline Marie Mosio  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866  
(via facsimile: 814-342-7081)

Peter F. Smith, Esquire  
Atty. for County National Bank  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 19013-1814  
(via facsimile: 814-765-6662)

DATE: 3/16/06

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., F/K/A  
Wells Fargo Bank West, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715  
Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the Estate of  
Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042  
Defendants

Civil Division

No. 06-58-CD

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon consideration of the Preliminary Objections filed by the Estate of Mary Lou Wolfe and Jacqueline Maria Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe and Plaintiff's Response thereto, it is hereby:

ORDERED and DECREED that the Preliminary Objections are overruled. Defendants, the Estate of Mary Lou Wolfe, and Jacqueline Maria Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe, are directed to file an answer to the Complaint within twenty days of the date of this Order.

BY THE COURT:

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



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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., F/K/A  
Wells Fargo Bank West, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715  
Plaintiff

Court of Common Pleas

vs.

Estate of Mary Lou Wolfe,  
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Clearfield County

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

Civil Division

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042  
Defendants

No. 06-58-CD

**RESPONSE OF WELLS FARGO BANK, N.A. TO PRELIMINARY OBJECTIONS OF THE  
ESTATE OF MARY LOU WOLFE AND JACQUELINE MARIA MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU WOLFE**

1. Admitted. By way of further response, the parties have executed a Stipulation to discontinue the quiet title action as to only County National Bank. That Stipulation is in the process of being filed with the Prothonotary of Clearfield County. A true and correct copy of the Quiet Title Complaint is attached hereto, made part hereof, and marked as Exhibit "A".

2. Admitted. The Mortgage was attached to Plaintiff's Complaint as Exhibit "A". A true and correct copy of the Promissory Note is attached hereto, made part hereof, and marked as Exhibit "B".

3. Admitted.



4. Admitted. By way of further response, Exhibits "C", "D", and "E" of Plaintiff's Quiet Title Complaint contain correspondence between Plaintiff, Jacqueline Mosio, and David Thompson dated March 22, 2005, March 28, 2005, and April 11, 2005 pertaining to Plaintiff's August 9, 2001 Mortgage. In the March 28, 2005 letter, David Thompson represented to Plaintiff's counsel that, "the mortgage will be paid in full." All of this correspondence took place prior to the April 21, 2005 sale of the property from the Estate to the Muirs. On May 2, 2005, Jacqueline Mosio was served with Plaintiff's mortgage foreclosure Complaint docketed in the Clearfield County Court of Common Pleas at 05-551-CD in which paragraph three of the Complaint identified the mortgage being foreclosed. The meets and bounds description of the mortgaged property was attached to the Complaint. (See Exhibit "B" to Plaintiff's Quiet Title Complaint, Exhibit "A" herein.)

5. Denied. It is denied that Mr. Thompson requested a copy of the Mortgage from Plaintiff's counsel prior to the sale of the property.

6. Denied. The averment of paragraph six is outrageous and does not make sense.

7. Plaintiff is without information sufficient to form a belief as to the truth of the averments of paragraph seven. However, the averments of paragraph seven show that Robert Rayman and David Thompson conferred regarding Wells Fargo's August 9, 2001 Mortgage. Leon and Linda Muir bought two parcels from the Estate of Mary Lou Wolfe and Jacqueline Mosio. This is evidenced by the Deed and the April 21, 2005 HUD-1 Settlement Statement, true and correct copies of which are attached hereto, made part hereof, and marked as Exhibits "C" and "D", respectively. A review of the title to the subject property prior to the April 21, 2005 closing would have revealed Plaintiff's mortgage foreclosure Complaint docketed April 19, 2005 with respect to the subject property, identified by the meets and bounds description of the property, the acreage, the tax parcel number, and RD 3 Box 243. See Exhibit "B" to Plaintiff's Quiet Title Complaint.

8. Denied. The averments of paragraph eight are absolutely denied, in that Plaintiff's counsel has repeatedly provided documentation to Mr. Thompson. True and correct copies of



Plaintiff's correspondence to Mr. Thompson dated November 1, 2005 and January 18, 2006 are attached hereto, made part hereof, and marked as Exhibits "E" and "F", respectively.

9. Plaintiff does not have a letter from Mr. Thompson dated April 15, 2005. Plaintiff responded to Mr. Thompson's October 14, 2005 letter on November 1, 2005. (See Exhibit "E".) It is unclear how any correspondence after the April 21, 2005 sale of the property would have any impact on the legal issues involved herein.

10. Denied. See Plaintiff's responses to paragraphs eight, nine, and thirteen.

11. Admitted. By way of further response, Wells Fargo's August 9, 2001 Mortgage encumbered tax parcel number 112-P12-126.2, which was one of the parcels sold by the Estate and Ms. Mosio to the Muirs. (See Exhibits "C", and "D", herein.)

12. The averments of paragraph twelve refer to a document in writing which speaks for itself, and no characterization thereof is required. By way of further response, the tax parcel number identified in Plaintiff's mortgage foreclosure Complaint was one of the parcels sold by the Estate and Ms. Mosio to the Muirs.

13. Denied. Mr. Thompson requested a copy of the Promissory Note by letter dated January 13, 2006. Plaintiff provided a copy of the Promissory Note to Mr. Thompson by fax dated January 18, 2006. (See Exhibit "F", herein).

14.-16. Denied. The averments of paragraphs fourteen through sixteen contain conclusions of law to which no response is necessary. By way of further response, Leon Muir, Linda Muir, Jacqueline Mosio, the Estate of Mary Lou Wolfe, and their respective counsel have unclean hands in that they had actual notice as well as record notice of the particular mortgage which Wells Fargo Bank was foreclosing. Despite having such notice and having represented to Plaintiff's counsel that the mortgage would be paid off through the sale of the property, the buyers and the sellers intentionally proceeded with the sale of the property and intentionally and flagrantly disregarded the mortgage debt owed to Wells Fargo Bank. Jacqueline Mosio received \$18,575.96 cash from the sale of the property,

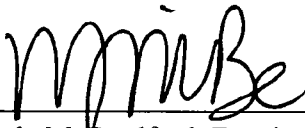


which does not belong to her.

WHEREFORE, Plaintiff respectfully requests that the Court enter an order overruling the Preliminary Objections of the Estate of Mary Lou Wolfe and Jacqueline Maria Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

Date: 3/16/06

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



## **EXHIBIT A**



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

Wells Fargo Bank, N.A.,  
f/k/a Wells Fargo Bank West, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

Leon C. Muir  
Linda T. Muir  
RD 3 Box 243  
Philipsburg, PA 16866

County National Bank  
1 South Second Street  
Clearfield, PA 16830-0042

Defendants

ATTORNEY FOR PLAINTIFF  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. *06-58-CD*

**FILED**  
JAN 12 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION**  
**COMPLAINT TO QUIET TITLE**

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

**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.

**ATTORNEY FILE COPY**  
**PLEASE RETURN**



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



## AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo a partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forme escrita sus defensas o sus objecciones a las demanandas on contra de su persona.

Sea avisado que si usted no se dafiende, suya sin previo aviso o notificacion. Ademas, la corta puede decidir a favor del demandanto y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perdar dinero o sus propiedades u o tros derachos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAY A EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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



**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), defendants may dispute the validity of the debt or any portion thereof. If defendants do so in writing within thirty (30) days of receipt of this pleading, counsel for plaintiff will obtain and provide defendants 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 defendants 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.



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

---

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

County National Bank

1 South Second Street

Clearfield, PA 16830-0042

Defendants

**CIVIL ACTION**  
**COMPLAINT TO QUIET TITLE**

Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. by its attorneys, Phelan Hallinan & Schmieg, LLP, respectfully requests this Honorable Court to direct the Recorder of Deeds of Clearfield County to record a copy of the mortgage dated August 9, 2001 and to reform the mortgage, thereby making the mortgage a valid record lien on the property located at RD 3, Box 243, Philipsburg, PA 16866, as of the date the mortgage was made, and in support thereof, avers the following:



1. Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. (hereinafter "Plaintiff") is a corporation with its principal place of business at 3476 Stateview Boulevard, Fort Mill, SC 29715.

2. Estate of Mary Lou Wolfe, Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe has a last known address of 869 Wiporwill Drive, Port Orange, FL 32127

3. Leon C. Muir and Linda T. Muir are adult individuals, Mortgagors, and real owners of the premises located at RD 3, Box 243, Philipsburg, PA 16866 (the "Property"), with a last known address of RD 3, Box 243, Philipsburg, PA 16866.

4. County National Bank is also named as a defendant as it has a mortgage on the property dated July 28, 2005 taken out by defendants Leon C. Muir and Linda T. Muir.

5. On August 9, 2001, Mary Lou Wolfe made, executed and delivered a mortgage upon the Property to Plaintiff, in the principal sum of \$31,000.00. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit "A."

6. It was recently discovered that the Mortgage was never recorded with the Recorder of Deeds of Clearfield County. The mortgage was erroneously recorded with the Recorder of Deeds of Centre County.

7. Plaintiff is not in possession of the original Mortgage in order to record it in Clearfield County at this time.

8. Plaintiff commenced a foreclosure action on this mortgage on April 19, 2005 in the Clearfield County Court of Common Pleas. A true and correct copy of the foreclosure complaint, which specifically references the mortgage recording date, book, and page is attached hereto, made part hereof and marked as Exhibit "B". Upon request, on October 19, 2005, plaintiff vacated its August 3, 2005 foreclosure judgment and stayed its December 2, 2005 Sheriff's Sale.



9. Both Jacqueline Marie Mosio and her attorney, David R. Thompson had actual knowledge of Plaintiff's foreclosure action on this mortgage, as well as the mortgage account number. True and correct copies of letters dated March 22, 2005 and March 28, 2005 are attached hereto, made part hereof and marked as Exhibits "C" and "D", respectively.

10. Plaintiff's counsel emailed a payoff figure on this mortgage in the amount of \$31,331.38 to attorney Thompson on April 11, 2005. A true and correct copy of the payoff quote is attached hereto, made part hereof and marked as Exhibit "E".

11. Both the Executrix and her attorney had actual knowledge of the particular mortgage Plaintiff was foreclosing, including the account number and the amount of the debt.

12. The Executrix sold the property on or about April 21, 2005 but did not payoff this mortgage. A true and correct copy of the HUD-1 Settlement Statement is attached hereto, made part hereof and marked as Exhibit "F". The Statement reflects that the senior mortgage to Wells Fargo in the amount of \$96,130.48 was paid. However, the instant mortgage held by Wells Fargo in not listed on the Statement.

13. The Executrix was paid \$18,575.96 cash from the sale of the Property.

14. Since Plaintiff's foreclosure complaint was filed on April 19, 2005, prior to the April 21, 2005 sale of the property, the buyers, Leon and Linda Muir, and their lender, County National Bank, had constructive record notice of Wells Fargo's \$31,000.00 mortgage on the Property. They had the right to hire a title company to check the title to the property and insure their ownership and interest's lien hold, but apparently failed to do so.

15. Plaintiff's title report did not reveal that the mortgage was recorded in the wrong county. A true and correct copy of the title report is attached hereto, made part hereof and marked as Exhibit "G".

16. Plaintiff is entitled to an order declaring that it holds a valid lien on the property as of August 9, 2001.




17. Plaintiff is entitled to an order directing the Recorder of Deeds of Clearfield County to record a copy of the Mortgage effective as of August 9, 2001.
18. Plaintiff is entitled to an order declaring that the copy of the Mortgage attached hereto is an authentic copy of the original.
19. Plaintiff is entitled to an order reforming the mortgage to state that the mortgaged property is located in Clearfield County.
20. Plaintiff is without an adequate remedy at law and will suffer irreparable harm unless the requested relief is granted.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order declaring that Plaintiff holds a valid lien on the Property as of August 9, 2001, directing the Recorder of Deeds of Clearfield County to accept for recording the copy of the Mortgage attached as Exhibit "A", and to record it with an effective date of August 9, 2001; reforming the face page of the mortgage to state that the mortgaged property is located in Clearfield County and further directing that the Prothonotary of Clearfield County file this Honorable Court's Order of record, and granting such other relief as may be appropriate.

PHELAN HALLINAN & SCHMIEG, LLP

Date: 1/5/06

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff



## **EXHIBIT A**



BK 127760438

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE

ENTERED FOR RECORD  
JOSEPH L. DAVIDSON  
RECORDER OF DEEDS  
CENTRE COUNTY

Requested by Tabble Thew (719) 536-3916  
Of Wells Fargo Home Equity  
WHEN RECORDED MAIL TO:  
Fidelity National - LPS  
P.O. BOX 19523, Irvine, CA 92623-9523  
NMMT

01 SEP 18 PM 1 26

On this, the day of SEP 18 2001 I hereby  
CERTIFY that this document is Recorded in Record Book  
Page 122 in the Recorder of Deeds Office of  
Centre County, Pennsylvania.  
IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal.



Joseph L. Davidson  
Centre County  
Recorder of Deeds

Parcel Number: 112-212-126.2

001140

4515031508

**MORTGAGE**

THIS MORTGAGE is made this 9  
day of August, 2001, between the Mortgagor,  
Mary Lou Wolfe, An Unmarried Person

day of August

, 2001

, between the Mortgagor.

(herein "Borrower"), and the Mortgagee,  
Wells Fargo Bank West, N.A.

existing under the laws of United States of America  
4455 ArrowsWest Drive, P.O. Box 49069  
Colorado Springs, CO 80949-9069

, a corporation organized and  
whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$31,000.00  
indebtedness is evidenced by Borrower's note dated 8/9/2001  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not  
sooner paid, due and payable on 8/8/2016

, which  
and extensions and renewals

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all  
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the  
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey  
to Lender the following described property located in the County of Centre  
State of Pennsylvania:  
See attached Exhibit A

which has the address of Rd 3 Box 243

Phillipsburg

(Street)

(City)

Pennsylvania 16866

(herein "Property Address");

(ZIP Code)

PENNSYLVANIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

-76(PA) 104111

Form 3839

ELECTRONIC LASER FORMS, INC. - (800) 327-0845

Page 1 of 5

Initials: \_\_\_\_\_





TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Form 3839



In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict



shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

\_\_\_\_\_  
Mary Lou Wolfe (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

(Sign Original Only)

**Certificate of Residence**

I, Jennifer D Fowler, do hereby certify that the correct address of the within-named Lender is 4455 Arrowhead Drive, P.O. Box 49069 Colorado Springs, CO 80949-9069  
Witness my hand this 9 day of August, 2001

\_\_\_\_\_  
Jennifer D. Fowler  
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA, ~~Chester~~ Clearfield

County as:

On this, the 13<sup>th</sup> day of August, 2001, before me, the undersigned officer, personally appeared Mary Lou Wolfe

person whose name is subscribed to the within instrument and acknowledged that known to me (or satisfactorily proven) to be the executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

\_\_\_\_\_  
Jodie Twocoy  
Notary Public  
Title of Officer





## EXHIBIT A

All that certain lot or piece of ground situate, lying and being in the Village of Gearhartville, Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a stake corner on line between R. H. and D.W. Williams and other lands of R. L. and M.L. Wolfe; thence along line of other lands of R. L. and M. L. Wolfe, North thirty-six degrees forty-three minutes East (N 36 degrees 43' E) a distance of two hundred (200.00') feet to a stake corner on other lands of R. H. and D. W. Williams, R. L. and M. L. Wolfe and Mary Wolfe Estate; thence along other lands of R. H. and D. W. Williams and R. L. and M. L. Wolfe, South fifty-six degrees seventeen minutes East (S 56 degrees 17' E) a distance of eighty-three and fifty hundredths (83.50') feet to a corner on line of Prusnak; thence along line of Prusnak, South thirty-six degrees forty-three minutes West (S 36 degrees 43' W) a distance of two hundred (200.00') feet to a corner on line of R. H. and D. W. Williams; thence along line of R. H. and D. W. Williams North fifty-six degrees seventeen minutes (N 56 degrees 17' W) a distance of eighty-three and fifty hundredths (83.50) feet to a stake corner, the place of beginning. Containing 0.39 acre.

UPI No. 112-P12-126.2

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Raymond L. Wolfe and Mary Lou Wolfe, his wife from Ralph H. Williams and Dorothy W. Williams by virtue of a Deed dated October 31, 1969, recorded January 21, 1970 in Deed Book 557, page 380 in Clearfield County, Pennsylvania.



LOCAL REGISTRAR'S CERTIFICATION OF DEATH

CERT. NO. 3691197



*Jan. 14, 1998*

Name of Decedent Raymond L. Wolfe  
Sex Male Social Security No. 268-28-8668 Date of Death Jan. 13, 1998  
Date of Birth 6-18-26 Birthplace Heartsfield, Pa.  
Place of Death Philippsburg General Hospital - Centre County - Bush, Pa. - Pennsylvania  
Race White Occupation Milk Delivery Driver Armed Forces? (Yes or No) Yes  
Marital Status Married Decedent's Mailing Address Rt. 3 Box 243 - Philippsburg, Pa. 16866  
Informant Mary Gay Wolfe Funeral Director R. Jack Smith  
Funeral Establishment Bergen-Neath Funeral Home - Philippsburg, Pa. 16866

Part I: Immediate Cause  
(a) Sudden Cardiac Death  
(b) Coronary Heart Failure  
(c) Coronary Atherosclerosis  
(d) \_\_\_\_\_  
Interval Between Onset and Death \_\_\_\_\_  
Part II: Other Significant Conditions Diabetes Mellitus

Manner of Death Describe how injury occurred:  
Natural ☒ Homicide ☐  
Accident ☐ Pending Investigation ☐  
Suicide ☐ Could not be Determined ☐

Name and Title of Certifier Scott Sager, Coroner (M.D., D.O., Coroner, M.E.)  
Address Willowbrook Bldg. - Bellefonte, Pa. 16823

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

*Jan. 14, 1998*

*Scot Sager* 14-154  
265 N. 3rd St. - Philippsburg, Pa. 16866



## **EXHIBIT B**



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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A.,  
F/K/A WELLS FARGO BANK WEST, N.A.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-551-CD

CLEARFIELD COUNTY

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF  
THE ESTATE OF MARY LOU WOLFE  
569 WHIPPERWILL DRIVE  
PORT ORANGE, FL 32127

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

APR 19 2005

Defendant

Attest.

*Wesley D. H.*  
Prothonotary/  
Clerk of Courts

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

Plaintiff

v.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF  
THE ESTATE OF MARY LOU WOLFE  
569 WHIPPERWILL DRIVE  
PORT ORANGE, FL 32127

Defendant

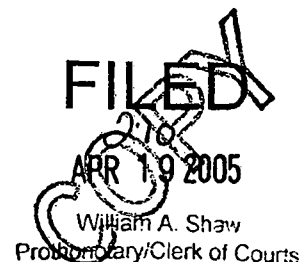
COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-551-CD

CLEARFIELD COUNTY



**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.

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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

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

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



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

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

**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.,  
F/K/A WELLS FARGO BANK WEST, N.A.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

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

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF  
THE ESTATE OF MARY LOU WOLFE  
569 WHIPPERWILL DRIVE  
PORT ORANGE, FL 32127

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

3. On 08/09/2001 MARY LOU WOLFE 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 Book: 1277, Page: 438.

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 08/26/2004 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	\$27,715.13
Interest	1,752.96
07/26/2004 through 04/15/2005 (Per Diem \$6.64)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
08/09/2001 to 04/15/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 31,268.09
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$ 31,268.09</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 pursuant to Act 6 of 1974 is not required because the defendant is not a "Residential Mortgage Debtor" as defined by the Act, having failed to provide Plaintiff notice of its acquisition of title.
9. This action does not come under Act 91 of 1983 because the mortgage premises is not owner-occupied.
10. By virtue of the death of RAYMOND L. WOLFE, on 1/12/98, MARY LOU WOLFE became sole owner of the mortgage premises as surviving tenant by the entireties.
11. Mortgagor MARY LOU WOLFE died on 7/19/04, leaving a Will dated 2/24/04, wherein she appointed JACQUELINE MARIE MOSIO as his Executrix. Letters Testamentary were granted to her on 7/23/04 in Clearfield County, No. 1704-0462. Decedent's surviving heir at law and next-of-kin is defendant JACQUELINE MARIE MOSIO.
12. Plaintiff does not hold the named Defendants, JACQUELINE MARIE MOSIO, personally liable on this cause of action and releases them from any personal liability. This action is being brought to foreclosure their interest in the aforesaid real estate only.
13. Defendants, JACQUELINE MARIE MOSIO, have been named in accordance with Pa R.C.P. 1144 (a)(2), in order to divest the equitable interests in the premises and have no personal liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 31,268.09, together with interest from 04/15/2005 at the rate of \$6.64 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



**ALL** that certain piece or parcel of land situate, lying and being in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a stake corner on the Eastern right-of-way line of Township Road and on line of Ralph H. and Dolly W. Williams, said corner being North thirty-six degrees forty-three minutes East ( $N 36^{\circ} 43' E$ ) a distance of one hundred ten (110) feet from the Northern side of Pine Street; thence along the Eastern right-of-way line of said Township Road North thirty-six degrees forty-three minutes East ( $N 36^{\circ} 43' E$ ) a distance of two hundred (200) feet to a stake corner on line of Mary Wolfe Estate; thence along the line of Mary Wolfe Estate South fifty-six degrees seventeen minutes East ( $S 56^{\circ} 17' E$ ) a distance of one hundred forty-nine and eighty hundredths (149.80) feet to a stake corner on line of John Wassoshin; thence along line of John Wassoshin South thirty-six degrees forty three minutes West ( $S 36^{\circ} 43' W$ ) a distance of two hundred (200) feet to a stake corner on line of Ralph H. and Dolly W. Williams; thence along line of Ralph H. and Dolly W. Williams North fifty-six degrees seventeen minutes West ( $N 56^{\circ} 17' W$ ) a distance of one hundred forty-nine and eighty hundredths (149.80) feet to a stake corner, the place of beginning. Containing 0.69 acre. Tax Parcel No. 112-P12-125.1.

**EXCEPTING AND RESERVING**, however, all exceptions and reservations as contained in prior deeds in chain of title.

**BEING** the same premises which vested in Raymond L. Wolfe and Mary Louise Wolfe, his wife, by deed from Raymond L. Wolfe dated May 31, 1964 and recorded in the Clearfield County Recorder's Office in Deed Book Volume 508 at page 287 on June 3, 1964.

**PREMISES BEING:** RD 3 BOX 243



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: 4-15-05



**EXHIBIT C**



**PHELAN HALLINAN & SCHMIEG, LLP**

**Suite 1400**

**One Penn Center Plaza**

**Philadelphia, PA 19103**

**215-563-7000**

**Fax: 215-563-4491**

**Jennifer.Redling@fedphe.com**

**Jennifer Redling**  
**Legal Assistant, Decedent Department**

**Representing Lenders in**  
**Pennsylvania and New Jersey**

March 22, 2005

Jacqueline Marie Mosio, Executrix  
And Devisee of the Estate of Mary Lou Wolfe  
869 Whipperwill Drive  
Port Orange FL 32127

**FILE COPY**

**RE: MARY LOU WOLFE; RURAL ROUTE 3 BOX 243, PHILIPSBURG PA 16866;**  
**WELLS FARGO HOME MORTGAGE, INC.; NO. 1190003290**

Dear Ms. Mosio:

Kindly be advised that the Law Offices of Phelan Hallinan & Schmieg, LLP represent WELLS FARGO BANK, N.A., the holder of the mortgage against the above-referenced mortgaged premises. The loan is in default as payments due 8/26/04 and each month thereafter remain due and unpaid. Our office has been retained to bring a foreclosure action.

Our office has been informed of MARY LOU's unfortunate death. We are sorry for your loss. As you are an heir of MARY LOU WOLFE, you were automatically vested with an ownership interest in the mortgaged premises upon her death under 20 Pa.C.S.A. §301(b). Accordingly, it will be necessary to bring a foreclosure action against your interest in the property.

This letter serves to afford you an opportunity to waive your right to be named as a defendant in the foreclosure action. Please find attached a Waiver which I would appreciate your executing and returning to the undersigned within **fourteen (14)** days of the date of this correspondence.

If the Waiver is timely returned it will not be necessary to name you as a Defendant in the foreclosure action. If, however, the Waiver is not timely returned, our office will proceed to name you as a Defendant.

---

\* This firm is a debt collector. Any information we receive will be used for that purpose. If your personal liability for the debt has been discharged in bankruptcy, we are only proceeding against the real estate secured by the mortgage.




It will however, be necessary to name you, JACQUELINE MARIE MOSIO, as a defendant in the foreclosure action in your capacity as Executrix of the Estate, as required by the Pennsylvania Rules of Civil Procedure. Please be advised that you are not personally liable for the debt, as you did not execute the mortgage or note.

Please note that this waiver does not preclude you from attempting to sell the subject premises and recovering any possible equity in the mortgaged premises prior to the completion of the foreclosure action.

If you would like to request a payoff or reinstatement figure, please call (215) 563-7000, and ask for the Foreclosure Resolution Department. If you have any other questions regarding this letter, please contact the undersigned at (215) 563-7000, ex. 1200.

Very truly yours,

  
Jennifer Redling  
Legal Assistant

FILE COPY

cc: David R. Thompson, Esquire

---

\* This firm is a debt collector. Any information we receive will be used for that purpose. If your personal liability for the debt has been discharged in bankruptcy, we are only proceeding against the real estate secured by the mortgage.



**PHELAN HALLINAN & SCHMIEG, LLP**

By: Francis S. Hallinan

Identification No. 62695

Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Attorney for Plaintiff

---

**WELLS FARGO BANK, N.A.,  
F/K/M TO WELLS FARGO BANK WEST, N.A.**

v.

**ESTATE OF MARY LOU WOLFE, DECEASED**

---

**FILE COPY**

**WAIVER BY DEVISEE OF RIGHT TO BE NAMED  
AS A DEFENDANT IN FORECLOSURE ACTION**

I, JACQUELINE MARIE MOSIO AKA MOISIO, Devisee of the Estate of MARY LOU WOLFE, hereby waive my right to be named as a defendant in a foreclosure action to be instituted by WELLS FARGO BANK, N.A. involving a mortgage secured on premises RURAL ROUTE 3 BOX 243, PHILIPSBURG PA 16866, which property was owned by decedent at the time of her death.

I hereby consent to the foreclosure action, without any further notice of proceedings of Sheriff's sale, and understand that any interest I may have in the mortgaged premises will be divested upon completion of the foreclosure action.

I understand that it is Plaintiff's intention to name me as a Defendant in the foreclosure action in my capacity as Executrix of the Estate, only.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jacqueline Marie Mosio aka Moisio, Devisee  
Of the Estate of Mary Lou Wolfe,  
Not in my capacity as Executrix  
Of the Estate

---

\* This firm is a debt collector. Any information we receive will be used for that purpose. If your personal liability for the debt has been discharged in bankruptcy, we are only proceeding against the real estate secured by the mortgage.



## **EXHIBIT D**





DAVID R. THOMPSON  
ATTORNEY AT LAW

P.O. Box 587  
308 Walton Street, Ste. 4  
Philipsburg, PA 16866  
Phone: 814-342-4100 Fax: 814-342-7081  
e-mail: drtlaw@hotmail.com

March 28, 2005

Attn: Jennifer Redling, Legal Assistant  
PHELAN HALLINAN & SCHMIEG, LLP  
Suite 1400, One Penn Center Plaza  
Philadelphia PA 19103

VIA FAX: 215-563-4491

Re: Mary Lou Wolfe Estate; Rural Route 3, Box 243, Philipsburg PA 16866  
Wells Fargo Home Mortgage - Loan #1190003290

Dear Ms. Redling:

Please be advised that I represent the above-referenced estate. I am in receipt of your correspondence referencing a default of the mortgage. I would advise that this property is currently under Agreement of Sale and is scheduled to close on or before April 22, 2005, to which the mortgage will be paid in full. It would be appreciated if you could kindly fax a payoff/reinstatement figure for this mortgage with a payoff good through that date.

Thank you for your attention herein. Should you wish to discuss this matter, please contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "David R. Thompson".

David R. Thompson, Esquire

DRT:ajd  
cc: Jackie Mosio, Executrix



## **EXHIBIT E**



**Michele Bradford**

---

**From:** Ray Begley  
**Sent:** Thursday, January 05, 2006 8:58 AM  
**To:** Michele Bradford  
**Subject:** FW: Wolfe/Mosio #1190003290

Hi Michele-

Here you go...

-----Original Message-----

**From:** Ray Begley  
**Sent:** Monday, April 11, 2005 2:38 PM  
**To:** 'drtlaw@hotmail.com'  
**Subject:** Wolfe/Mosio #1190003290

Good afternoon, Attorney Thompson-

Attached is the payoff figure for the above-captioned loan. Should you have any questions, please feel free to contact me directly or anyone else in the Foreclosure Resolution Department.

Thanks

Raymond J. Begley  
Supervisor - Foreclosure Resolution Dept.  
Phelan Hallinan & Schmieg, LLP  
P] (215) 563-7000  
F] (215) 568-0719



Wolfe, Mary42905P  
O.doc (46 KB)

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

Please be advised that the above quote may not reflect the final costs associated with the foreclosure action.

If your loss mitigation efforts result in the receipt by your office of money in exchange for a cancellation of a pending sheriff's sale, then please note that the Sheriff may be entitled to an additional statutory fee. This fee is 2% of the amount of the money your office received. We are unable to include this fee to you in this statement as we are not aware of the actual amount you may receive in exchange for canceling the sale. You may calculate the appropriate amount and add it to the above figure or, in the alternative, contact our office for a final quote when the initial payment is obtained or otherwise known.

Of course, if you have any questions regarding this matter, please contact the abovesigned.

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





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Raymond J. Begley  
Supervisor – Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

April 11, 2005

**VIA E-MAIL**

David R. Thompson, Esquire  
[drtlaw@hotmail.com](mailto:drtlaw@hotmail.com)

**Re: Wells Fargo Home Mortgage, Inc. vs. Mary & Raymond L. Wolfe and Jacqueline M. Mosio**  
**RD 3 Box 243, Philipsburg, PA 16866**  
**Acct#: 1190003290**

To Whom It May Concern:

In accordance with your recent request, please find a **payoff figure** in the amount of **\$31,331.38**, which is the amount needed to satisfy the above account with **Wells Fargo Home Mortgage, Inc.** Funds must be received **ON OR BEFORE April 29, 2005** to allow processing and mailing to our client.

Upon submitting payment, please note the following:

- **Personal checks will not be accepted.** Only certified funds purchased from a bank or money orders.
- **All checks must be made payable to the mortgage company stated above, and forwarded to Phelan Hallinan & Schmieg, LLP.**
- **Include account number on the check for proper identification.**
- **It is possible that additional expenditures may be incurred, by either the mortgage company or this firm, in the interim period between the time these figures are generated and the time monies are tendered. In this event, only the FULL monies will be accepted. Acceptance of the funds is contingent upon a complete review by our client.**

If you should have any questions, please feel free to contact our office.

Sincerely,

Raymond J. Begley  
Phelan Hallinan & Schmieg, LLP  
Foreclosure Resolution Department

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Raymond J. Begley  
Supervisor – Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

**Payoff Figure**

<b>NAME:</b>	WOLFE, MARY & RAYMOND L. and MOSIO, JACQUELINE M.	<b>ACCT.</b>	1190003290
<b>DATE:</b>	4/11/05		Good Through 4/29/05

Principal Balance	\$27,715.13
Interest	\$1,887.91
Late Charges	\$62.84
Property Inspections	\$95.00
BPO/Appraisal	\$125.00

Attorney Costs	\$795.50
Attorney Fees	\$650.00

**TOTAL**

**\$31,331.38**

**PLEASE READ THE ATTACHED LETTER BEFORE  
SUBMITTING PAYMENT!**

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

**PLEASE SUBMIT THIS FORM ALONG WITH YOUR PAYMENT!**

**\*\*\*THIS FORM IS TO ASSIST IN PROPER APPLICATION OF YOUR PAYMENT. PLEASE  
COMPLETE TO THE BEST OF YOUR ABILITY\*\*\***

**Date:**

**Name on Mortgage:**

**Loan Number:**

**Property Address:**

**Mailing Address:**  
**(If different from Property Address)**

**Telephone Number:**

***PLEASE MAKE CHECK PAYABLE TO YOUR MORTGAGE COMPANY  
AND FORWARD TO OUR OFFICE!***

**\*\*\*PLEASE BE ADVISED THAT ALL PAYMENTS MUST BE IN CERTIFIED  
FORM, AND THAT ANY PERSONAL OR PARTIAL PAYMENTS WILL NOT BE  
ACCEPTED\*\*\***

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.



## **EXHIBIT F**





DAVID R. THOMPSON  
ATTORNEY AT LAW

P.O. Box 587  
308 Walton Street, Ste. 4  
Philipsburg, PA 16866  
Phone: 814-342-4100 Fax: 814-342-7081  
e-mail: drtlaw@hotmail.com

October 19, 2005

Michelle Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG, LLP  
Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

VIA FACSIMILE AND REGULAR MAIL

RE: Wells Fargo Home Mortgage, Inc., vs. Mary & Raymond L. Wolfe and  
Jacqueline M. Mosio  
RD 3, Box 243, Philipsburg, PA 16866  
Account #: 1190003290

Dear Ms. Bradford:

It is my understanding that you are going to withdraw your Writ of Execution in the Sheriff Sale and Foreclosure Action regarding the above referenced matter. I believe it will be necessary to satisfy the Judgment against Mary Lou Wolfe. Pursuant to our telephone conversation, I have enclosed herewith a copy of the Settlement Statement regarding the sale of this property.

Should you have any questions or wish to discuss this matter, please feel free to contact me.

Very truly yours,

THOMPSON LAW OFFICE

David R. Thompson, Esquire

DRT:jku  
Enclosure

cc: Jacqueline M. Mosio, Executrix of the Estate of Mary Lou Wolfe  
Robert Rayman, Esquire



## B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 6. File Number: 49.05 7. Loan Number: 8. Mortgage Insurance Case Number:  
4. ☐ VA 5. ☐ Conv. Ins.

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower:  
Leon C. Muir & Linda T. Muir  
19 South 8<sup>th</sup> St.  
Philipsburg, PA 16866  
G. Property Location:  
426 Perks St., Philipsburg  
Decatur Twp., Clearfield Co., PA 16866  
PC# P12-000-125.1 & P12-000-126.2  
E. Name, Address & TIN of Seller:  
Estate of Mary Lou Wolfe  
c/o Jacqueline M. Moisis, 869 Whipperwill Dr.  
Port Orange, FL 32127  
H. Settlement Agent:  
Robert C. Rayman  
I. Settlement Date: 04/21/05

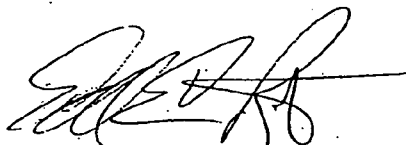
## J. Summary of Borrower's Transaction

## K. Summary of Seller's Transaction

100. Gross Amount Due from Borrower:			400. Gross Amount Due to Seller:		
101. Contract sales price	\$125,000.00		401. Contract sales price	\$125,000.00	
102. Personal Property			402. Personal Property		
103. Borrower's settlement charges (line 1400)	\$2,063.50		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes 4/21/2005 to 12/31/2005	\$ 161.22		406. City/town taxes 4/21/2005 to 12/31/2005	\$ 161.22	
107. County taxes 4/21/2005 to 12/31/2005	\$ 16.29		407. County taxes 4/21/2005 to 12/31/2005	\$ 16.29	
108. School taxes 4/21/2005 to 6/30/2005	\$ 143.16		408. School taxes 4/21/2005 to 6/30/2005	\$ 143.16	
109. School taxes 4/21/2005 to 6/30/2005	\$ 14.46		409. School taxes 4/21/2005 to 6/30/2005	\$ 14.46	
110.			410.		
111.			411.		
112.			412.		
113.			413.		
120. Gross Amount Due from Borrower	\$127,398.63		420. Gross Amount Due to Seller	\$125,335.13	
200. Amounts Paid by or in Behalf of Borrower:			500. Reductions in Amount Due to Seller:		
201. Deposits or earnest money	\$500.00		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)	\$9,883.69	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage to Wells Fargo	\$96,130.48	
205.			505. Payoff of second mortgage		
206.			506. Water / Sewer to: PAWC #24-0561247 **	\$200.00	
207.			507. ** Will be held in Escrow pending final bill		
208.			508. Water to: PAWC #24-0561247	\$45.00	
209. Credit to Buyer for Home Inspection	\$500.00		509. Credit to Buyer for Home Inspection	\$500.00	
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes to	\$ 0.00		510. City/town taxes to	\$ 0.00	
211. County taxes to	\$ 0.00		511. County taxes to	\$ 0.00	
212. Assessments to	\$ 0.00		512. Assessments to	\$ 0.00	
213. to	\$ 0.00		513. to	\$ 0.00	
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total Paid By/for Borrower	\$1,000.00		520. Total Reduction Amount Due Seller	\$106,759.17	
300. Cash at Settlement From/to Borrower			600. Cash at Settlement To/from Seller		
301. Gross amount due from borrower (line 120)	\$127,398.63		601. Gross amount due to seller (line 420)	\$125,335.13	
302. Less amounts paid by/for borrower (line 220)	\$1,000.00		602. Less reductions in amount due seller (line 520)	\$106,759.17	
303. Cash <input checked="" type="checkbox"/> from <input type="checkbox"/> to Borrower	\$126,398.63		603. Cash <input checked="" type="checkbox"/> to <input type="checkbox"/> from Seller	\$18,575.96	

## Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252* and/or *Schedule D (Form 1040)*. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

  
(Seller)  
Estate of Mary Lou Wolfe

(Seller)

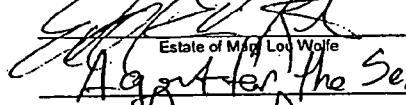



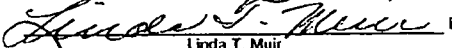
**L. Settlement Charges**

<b>700. Total Sales/Broker's Commission: (based on price)</b>		<b>\$125,000.00 @ \$125,000 %</b>	<b>Paid from</b>	<b>Paid from</b>
<b>Division of Commission (line 700) as follows:</b>			<b>Borrower's</b>	<b>Seller's</b>
701.			<b>Funds at</b>	<b>Funds at</b>
702.			<b>Settlement</b>	<b>Settlement</b>
<b>703. Commission paid at Settlement to Realty World -</b>				<b>\$7,500.00</b>
704.				
<b>800. Items Payable in Connection with Loan</b>				
801. Loan Origination Fee				
802. Loan Discount				
803. Appraisal Fee				
804. Credit Report				
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee				
807.				
808.				
809.				
810.				
811.				
812.				
813.				
814.				
<b>900. Items Required by Lender to Be Paid in Advance</b>				
901. Interest from	to	@ \$ per day		
902. Mortgage Insurance Premium for				
903. Hazard Insurance Premium for				
904.				
905.				
<b>1000. Reserves Deposited with Lender</b>				
1001. Hazard insurance	months @ \$	per month	\$ 0.00	
1002. Mortgage insurance	months @ \$	per month	\$ 0.00	
1003. City property taxes	months @ \$	per month	\$ 0.00	
1004. County property taxes	months @ \$	per month	\$ 0.00	
1005. Annual assessments	months @ \$	per month	\$ 0.00	
1006.	months @ \$	per month	\$ 0.00	
1007.				
1008.				
<b>1009. Aggregate Accounting Adjustment</b>				
<b>1100. Title Charges</b>				
1101. Settlement/closing fee				
1102. Abstract/title search to Donna Gorton			\$184.50	
1103. Title examination				
1104. Title insurance binder				
1105. Document preparation				
1106. Notary fees				
1107. Attorney's fees to Robert C. Rayman			\$600.00	
(includes above item numbers 1103, Cert. Title, 1105, 1106, Copies, Recording Serv)				
1108. Title insurance				
(includes above item numbers				
1109. Lender's coverage				
1110. Owner's coverage				
1111.				
1112.				
1113. Deed Prep to David R. Thompson				POC
<b>1200. Government Recording and Transfer Charges</b>				
<b>1201. Recording fees:</b>	<b>Deed \$29.00</b>	<b>Mortgage</b>	<b>Release</b>	
			\$ 29.00	\$ 0.00
1202. City/county tax/stamps:	Deed \$1,250.00	Mortgage	\$625.00	\$625.00
1203. State tax/stamps:	Deed \$1,250.00	Mortgage	\$625.00	\$625.00
1204.				
1205.				
1206.				
<b>1300. Additional Settlement Charges</b>				
1301. Survey				
1302. Pest Inspection				
1303.				
1304.				
1305. Overnight Fee to UPS (payoff)				\$20.00
1306. 2004/05 School tax to Tax Claim - PC# P12-000-126.2		(Delinquent)		\$107.97
1307. 2004/05 School tax to Tax Claim - PC# P12-000-125.1		(Delinquent)		\$846.72
1308. Open Pool to Scott's Pools, Inc.				\$159.00
<b>1400. Total Settlement Charges (This Number Transfers to Lines 103 &amp; 502 Above)</b>			<b>\$2,063.50</b>	<b>\$9,883.69</b>

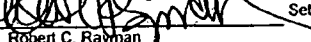
**CERTIFICATION**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

  
 Estate of Mary Lou Wolfe  
 Agent for the Seller  
 Seller

  
 Leon C. Muir  
 Borrower  
  
 Linda T. Muir  
 Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed to the undersigned as part of the settlement of this transaction.

  
 Robert C. Rayman  
 Settlement Agent  
 04/21/05  
 Date



## **EXHIBIT G**



**Foreclosure Review Services, Inc**  
400 Fellowship Road ~ Suite 220 ~ Mt Laurel, NJ 08054  
(856) 813-1460 (856) 813-1461 (fax)

2/28/05

Company Name: Phelan Hallinan & Schmieg, LLP  
Name Given: Mary Wolfe  
Address Given: RD 3 Box 243  
Philipsburg, PA 16866, Clearfield

Cover Date: 2/17/05

MBM  
8-13

DEED INFORMATION

RECORD OWNER: Raymond L. Wolfe & Mary Lou Wolfe, his wife  
PREMISES SEARCHED: RD 3 Box 243  
Philipsburg, PA 16866

County: Clearfield

Deed History/Chain of Title

- Deed: Grantor(s): Raymond L. Wolfe & Mary Louise Wolfe, his wife  
Grantee(s): Raymond L. Wolfe & Mary Lou Wolfe, his wife  
Date: 9/12/96 Recorded: 9/17/96 Book: 1788 Page 478  
Consideration: \$1.00 Parcel: P12-000-125.1  
Tax Assessment: \$10,150.00

MORTGAGE INFORMATION

- Mortgage: Book: 1277 Page: 438 Date: 8/9/01 Recorded: 9/18/01  
Amount: \$31,000.00  
Lender: Wells Fargo Bank West, N.A.
- Mortgage: Book: 2002 Page: 19849 Date: 11/25/02 Recorded: 12/11/02  
Amount: \$205,500.00  
Lender: Secretary of Housing and Urban Development
- Mortgage: Book: 2002 Page: 19850 Date: 11/25/02 Recorded: 12/11/02  
Amount: \$205,500.00  
Lender: Wells Fargo Home Mortgage, Inc.

JUDGMENT INFORMATION

JUDGMENTS: Clear

LIEN INFORMATION

LIENS: Taxes due for year(s): 2004 - \$824.58

DIVORCES

DIVORCE: None



# THIS INDENTURE,

MADE the 12th day of September  
in the year nineteen hundred and ninety-six (1996)

BETWEEN RAYMOND L. WOLFE and MARY LOUISE WOLFE, his wife, of RD#2, Box 243,  
Philipburg, Clearfield County, PA 16866, parties of the first part, Grantors

AND

RAYMOND L. WOLFE and MARY LOU WOLFE, his wife, of RD#2, Box 243, Philipburg,  
Clearfield County, PA 16866, parties of the second part, Grantees,

WITNESSETH, that in consideration of ONE (\$1.00) DOLLAR, in hand paid, the receipt whereof  
is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, as  
tenants by the entireties

ALL that certain piece or parcel of land situate, lying and being in Decatur Township, Clearfield  
County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake corner on the Eastern right-of-way line of Township Road  
and on line of Ralph H. and Dolly W. Williams, said corner being North thirty-six  
degrees forty-three minutes East (N 36° 43' E) a distance of one hundred ten (110)  
feet from the Northern side of Pine Street; thence along the Eastern right-of-way line  
of said Township Road North thirty-six degrees forty-three minutes East (N 36° 43'  
E) a distance of two hundred (200) feet to a stake corner on line of Mary Wolfe  
Estate; thence along the line of Mary Wolfe Estate South fifty-six degrees seventeen  
minutes East (S 56° 17' E) a distance of one hundred forty-nine and eighty  
hundredths (149.80) feet to a stake corner on line of John Wassoshin; thence along  
line of John Wassoshin South thirty-six degrees forty three minutes West (S 36° 43'  
W) a distance of two hundred (200) feet to a stake corner on line of Ralph H. and  
Dolly W. Williams; thence along line of Ralph H. and Dolly W. Williams North fifty-  
six degrees seventeen minutes West (N 56° 17' W) a distance of one hundred forty-  
nine and eighty hundredths (149.80) feet to a stake corner, the place of beginning.  
Containing 0.69 acre. Tax Parcel No. 112-P12-125.1.

EXCEPTING AND RESERVING, however, all exceptions and reservations as contained  
in prior deeds in chain of title.

BEING the same premises which vested in Raymond L. Wolfe and Mary Louise Wolfe, his  
wife, by deed from Raymond L. Wolfe dated May 31, 1964 and recorded in the Clearfield County  
Recorder's Office in Deed Book Volume 508 at page 287 on June 3, 1964.

THIS IS A CONVEYANCE FROM HUSBAND AND WIFE TO HUSBAND AND WIFE  
AND IS THEREFORE EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAXES.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:00 PM 9-17-96  
BY *Tom Skerrett*  
FEE \$13.50  
Karen L. Starck, Recorder



## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Timothy E. Ewert  
at the birth

Harold L. Walke  
Mary Lou Walke

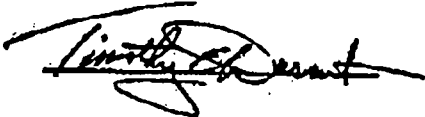
This 12th day of September, 1996



AND the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of



 (SEAL)  
RAYMOND L. WOLFE



 (SEAL)  
MARY LOUISE WOLFE

COMMONWEALTH OF PENNSYLVANIA

:  
SS:  
:

COUNTY OF CLEARFIELD

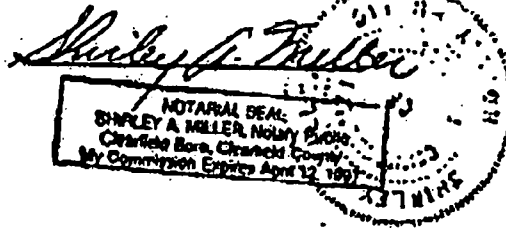
On this, the 12th day of September 1996, before me,

Shirley A. Miller, a Notary Public, personally appeared RAYMOND L. WOLFE and MARY LOUISE WOLFE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My Commission Expires:

April 12, 1997





**Dated** September 12, 1996  
**For** all that certain piece or parcel of  
land situate, lying and being in  
Decatur Twp., Clearfield Co., PA

**Consideration** \$1.00


**TIMOTHY E. DURANT**  
Attorney at Law  
201 North Second Street  
Clearfield, PA 16830

Entered of Record 9-17 1996 Karen L. Starck, Recorder



**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of the grantees herein is as follows: RD#2, Box 243, Philipsburg, PA 16866

  
Attorney for Grantees

**DEED**

RAYMOND L. WOLFE and MARY LOUISE WOLFE

TO

RAYMOND L. WOLFE and MARY LOU WOLFE

Dated September 12, 1996  
For all that certain piece or parcel of  
land situate, lying and being in  
Decatur Twp., Clearfield Co., PA

Consideration \$1.00

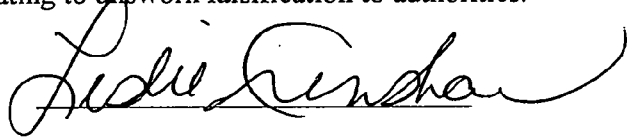
**TIMOTHY E. DURANT**  
Attorney at Law  
201 North Second Street  
Clearfield, PA 16830

Entered of Record 9-17 1996 Karen L. Starck, Recorder



VERIFICATION

Yolanda Williams hereby states that she is VICE PRESIDENT LOAN DOCUMENTATION of WELLS FARGO Bank, N.A. successor by merger to Wells Fargo Home Mortgage Inc. . mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action to Quiet Title are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Leslie Crenshaw", written over a horizontal line.

Leslie Crenshaw, Vice President Loan Documentation

DATE: 12/27/05



## **EXHIBIT B**



# Combined Consumer Note and Security Agreement

**WELLS  
FARGO**

Borrower's name

 Mary Lou Wolfe  
Cosigner's name

Co-borrower's name

Co-owner's name

 Wells Fargo Bank West, N.A.  
Bank's address

 4433 ArrowsWest Drive  
 Colorado Springs, CO 80907  
Bank's address

 8/8/2001  
Date

 4515031508  
Note number

In this agreement, I, ME, and MY refer to each borrower and co-borrower who signs this agreement. YOU and YOUR refer to the bank. This agreement contains my promise to repay my loan, and the conditions of the loan.

## My Promise

I promise to pay to your order Thirty One Thousand And 0/100 Dollars

16,311.00 plus the interest or minimum finance charge described below:

## Interest or Minimum Finance Charge

- ☒ A minimum finance charge of \$ 25.00. If I do not pay my loan in full when it is due, you will charge me interest at the rate of 8.99 % a year on the unpaid balance of my loan from the date it is due until my loan has been paid in full.
- ☒ Interest on the unpaid balance of my loan on the date you make my loan proceeds available to me, until my loan has been paid in full at: 8.99 % a year.

Interest will be computed on the basis of the actual number of days elapsed in 360 day year

## Payment Schedule

- ☒ I will pay installments of principal and interest as follows:
- a first payment of \$ 314.24 on 9/8/2001
  - 178 payments of \$ 314.24 each on the 8 day of each month starting on 10/8/2001
  - and a final payment on 8/8/2016. If the interest rate on my loan does not change and I make all my payments on schedule, the final payment will be \$ 314.24
- I will pay the entire principal on \_\_\_\_\_
- I will pay interest:
- when the loan is due,
  - every \_\_\_\_\_, starting on \_\_\_\_\_, and also on \_\_\_\_\_

## Property and Flood Insurance

During the term of this Agreement and any renewals or extensions thereof, I agree to maintain and provide you with proof of coverage of 10 standard property insurance covering damage to the secured property in an amount equal to the replacement cost of the secured property and (ii), if you notify me prior to the date of this Agreement that the secured property is located in a flood zone, flood insurance in an amount equal to the lesser of the amount of my loan or the maximum amount of flood insurance available under the National Flood Insurance Program. If you notify me that the secured property is in a flood zone after the date of this Agreement, I will obtain the required flood insurance within 45 days of the date you notify me. I agree to obtain the required insurance from an insurance company acceptable to you and to furnish you with a mortgage endorsement on origination and at each renewal of such required insurance coverage. I understand that if I do not maintain the required insurance, in addition to your right to declare me in default, you have the right to purchase insurance coverage for your interest in the secured property only and add the premium for such insurance to the unpaid balance of my loan on which interest will accrue.

## Charge for Late Payments

- ☒ I will pay a late charge of 5% of the unpaid amount of any regular payment if I am more than 10 days late in making a payment.

## Renewal

This agreement renews Note No. \_\_\_\_\_

dated \_\_\_\_\_

## Prepaying My Loan

- I may prepay my loan at any time. If I fully prepay my loan, I may ☒ I will not have to pay a prepayment penalty of \$ N/A minus the amount of interest that has been earned up to the date I prepay.

## Security

No security is required.

To protect you if I default under this agreement (or any extension or renewal of it) I give you a security interest in:

Motor Vehicle (Year/Make/Serial Number) \_\_\_\_\_

The following property:

I will keep the secured property insured if you require it, and pay all related property taxes when due.

- ☒ This agreement (including extensions or renewals) is secured by a separate

assignment security agreement ☒ mortgage or deed of trust

RD 3 Box 243

Phillipsburg, PA 16866

See Reverse Side for Additional Terms Applicable to This Agreement

## NOTICE TO CONSUMER

THIS IS A CONSUMER CREDIT TRANSACTION.

- I understand that:
- I should not sign this agreement before I read the writing on both sides, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty, and I may be entitled to receive a refund of unearned charges in accordance with the law.

## Refunding Balloon Payment

If any scheduled payment is more than twice as large as the average of all regularly scheduled payments, it is a balloon payment. I have the right to refinance the amount of that payment at the time it is due at your prevailing rates for such type of loan, if, at that time, I meet your then current normal credit standards and you are in the business of making such loans.

## Signature of Borrower and Co-borrower

I received and read a filled-in copy of this agreement before signing it. I understand and agree to all its terms, including the terms on the reverse side. I also received and read a filled-in copy of the Federal Truth in Lending Disclosure. I understand the date on which interest will start to accrue and the payment dates shown here are only estimates. The actual dates will be determined when my signed documents are returned to you. I will be notified of my payment dates in the coupon book you will send me. My Annual Percentage Rate (APR) will remain the same.

Borrower's Signature Mary Lou Wolfe Date 02/12/01

Address RD 3 Box 243 Parkes St, Phillipsburg, PA 16866

Co-borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-owner's Signature \_\_\_\_\_

Co-borrower's Signature \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bank use:

Account number

Branch number

Bank No.

Authorized by



## Combined Consumer Note and Security Agreement

### Interest

Interest on my loan will be calculated using the "simple interest" method. If I pay ahead of schedule, my finance charge may be less than estimated. If my payments are late, my finance charge may be higher. If the loan is a variable rate loan, changes in the rate will also affect my finance charge. Changes in my finance charge may mean that you will adjust my periodic payments or my next payment. You may excuse any additional finance charges due to late payments.

Payments will be applied first to interest due and then to principal.

I understand that the simple interest method of calculating interest may not always give the same results as the method used in making the Truth in Lending disclosures, so the actual amount that I pay may not be exactly as disclosed.

### Prepaid Finance Charge

I agree to pay any origination fee, loan administration fee, or other prepaid finance charge shown in the Disclosure Statement that accompanies this note. Unless I have paid this fee or prepaid finance charge at closing, it is included in the principal amount of the loan. The fee or prepaid finance charge is earned and non-refundable except to the extent necessary to comply with any refund requirement imposed by state law upon prepayment.

### Prepaying My Loan In Part

I may prepay part of my loan at any time without a prepayment penalty. However, partial prepayment will not excuse me from making the full amount of each payment on schedule until my loan is paid in full.

### Extensions

I may extend the time for paying all or part of my payments only if you agree in writing. If you allow me to extend any payment, you may charge me the amount allowed by state law on the amount I still owe on my loan. I will be charged from the date the payment was originally due until the date the payment was extended.

### Your Rights If I Default

I will be in default if:

- I do not make a payment when due or do not make a payment in the full amount;
- I made misstatements on my loan application;
- Someone tries by legal proceedings to get money or property I have on deposit with you;
- I do not make a payment when due on any other loans I may already have with you or on any other loans I may have with you in the future;
- a case under the U.S. Bankruptcy Code is started by me or against me or any guarantor of this loan;
- I do not keep required insurance on the security for this agreement or I fail to pay any related taxes on the security when due. Or I use the security for an unlawful purpose;
- an event of default occurs under any security agreement covering my loan;
- I die; or
- you believe in good faith that I may not be able or willing to pay you as promised.

If the bank is located in Iowa, I will only be in default if I fail to:

- make any payment within 10 days after it is due; or
- observe or perform any covenant of this transaction, if the failure materially impairs the condition, value or protection of, or your rights in, any collateral securing this transaction, or materially impairs my ability to pay amounts due under this loan.

If I am in default, you will give me notice as may be required by law. After giving notice, if any, you may require immediate payment of the unpaid balance of this agreement, including the interest I owe.

You may also repossess and sell my property that you hold as security and use the proceeds to pay my loan. Proceeds means money from the sale of the property. You will notify me at least 10 days before the sale (unless notice is not required by law). You may also exercise any other legal rights you may have.

However, even if I am in default, you do not have to require immediate payment. You may delay enforcing any of your rights without losing them. Subject to any required notice of my right to cure default, you may, but do not have to, accept payments from me after I am in default. If you do so, you do not waive any of your other rights, including but not limited to the right to demand that I pay all I owe you.

If the bank is located in North Dakota, the following notice will apply:  
**NOTICE TO NORTH DAKOTA BORROWERS, CO-BORROWERS, AND COSIGNERS (GUARANTORS).**

(As used in this notice only, PROMISOR and PROMISORS refer to each Borrower, Co-borrower, and Cosigner (Guarantor) under this agreement, which is referred to as the PROMISSORY NOTE.)

**THIS PROMISSORY NOTE MAY BE THE BASIS FOR A PERSONAL ACTION AGAINST THE PROMISOR OR PROMISORS IN ADDITION TO OTHER REMEDIES ALLOWED BY LAW.**

### Returned Checks

If the bank is located in Texas, I agree to pay a \$25.00 charge for each check I give you in payment on this note which is dishonored and returned to you. Any such charges I incur may be added to the unpaid balance of the note, but no interest will be charged on these charges.

### Legal and Collection Costs

Unless prohibited by law, I agree to pay any reasonable attorney's fees, legal expenses, and costs of collection that result from my default.

### Setoff

If I am in default, you may take the money from any of my accounts with you to pay this agreement. For this purpose, my accounts include all accounts to which I am a party. You may do this without notifying me.

### NOTICE TO COSIGNER (GUARANTOR).

(As used in this notice only, YOU and YOUR refer to the Cosigner (Guarantor).) You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

### Terms of Your Security Interest

I own the property securing this loan, free and clear of competing interests (except recorded liens you have notice of), and will defend my title against any other claimant. I will not sell or give any of the property to anyone else or surrender possession of it without your written permission. I will keep the property in good repair. I will provide you with financing statements at your request.

I will give you 30 days advance written notice before changing the address where the property securing this loan is kept, including removal to another state.

Your security interest also covers all proceeds from the sale of the property or insurance proceeds payable as a result of the damage or destruction of the property. Your security interest also includes all accessions to the property described in this agreement. "Accessions" are goods installed in or attached to the property.

If I fail to provide any required insurance or pay any property taxes on any property securing this loan at any time during the term of this agreement, you may act on my behalf to purchase insurance coverage, including SINGLE INTEREST INSURANCE PROTECTING YOUR INTERESTS ONLY, or pay the taxes due and I will repay you the premium or tax amount, or pay the taxes due and I will repay you the premium or tax amount, or pay the taxes due and I will repay you the premium or tax amount. The COST OF THE INSURANCE WILL BE MUCH HIGHER than the cost if I were to obtain the insurance myself. Interest will start on the date you pay the premium or taxes and will continue until the date I repay you. You also may choose to add the premium or tax amount to my principal balance and to increase my monthly payments accordingly. If my monthly payments are increased, any late charges will also increase; they will be calculated as a percentage of my new payment, at the same percentage as they are calculated on my regular payment, subject to any state law limitations. The property securing this loan also secures any premium or taxes, plus interest, that you pay for the insurance and/or taxes paid by you. You may choose not to enforce any or all of these rights without losing them.

I will instruct the issuer of each insurance policy covering the property to pay you directly. You may sign my name to any check or other instrument issued under the required insurance, and use the money or any unexpired premium to pay my loan.

### Insurance

I understand that I can buy and deposit with you property, credit life, or accident and health insurance, whether the insurance is required or not. If I choose to buy this insurance, I may buy it from any insurance agent of my choice.

If I buy credit life or disability insurance through you, my benefit is calculated using the amount and initial interest rate of my loan. If my loan has a variable rate of interest, the amount I actually have to pay on the loan may increase. If this happens, the benefit paid if I die or become disabled may not be enough to pay the total amount due. This could happen even if I have made all of my payments on schedule.

### Governing Law

My and your rights and duties under this agreement are governed by the laws of Colorado and the United States, regardless of where I reside or sign this agreement. Colorado law governs this agreement for two reasons: (a) you are a national bank, and your principal office is located in Colorado; and (b) you want to ensure uniform procedures under Colorado law for each customer, no matter where a customer resides or signs this agreement.

If FTC Notice is to be inserted, rubber stamp that Notice in the space below.



## **EXHIBIT C**



**MAIL TO:  
LAW OFFICES OF  
DAVID R. THOMPSON  
P.O. Box 587  
Phillipsburg, PA 16866**

**THIS DEED**

**MADE** the 21<sup>st</sup> day of March, in the year two thousand five (2005).

**BETWEEN JACQUELINE MARIE MOISIO A/K/A JACQUELINE S. MOISIO,**  
**Executrix of the ESTATE OF MARY LOU WOLFE**, deceased, Late of Decatur Township,  
Clearfield County, Pennsylvania, **GRANTOR** and Party of the First Part,

A

N

D

**LEON C. MUIR AND LINDA T. MUIR**, his wife, currently of 19 S 8<sup>th</sup> Street, Phillipsburg,  
Pennsylvania, 16866, as Tenants by the Entireties, **GRANTEES** and Parties of the Second  
Part.

**WHEREAS**, the said Mary Lou Wolfe became in her lifetime lawfully seized in  
premises hereinafter described;

**WHEREAS**, the said Mary Lou Wolfe died on July 19, 2004;

**WHEREAS**, Letters Testamentary were granted to Jacqueline Marie Moisio a/k/a  
Jacqueline S. Moisio on July 23, 2004, the record of which more fully appears in the  
Register of Wills Office of Clearfield County, PA.

**WITNESSETH**: That for and in consideration of the sum **ONE HUNDRED  
TWENTY FIVE THOUSAND AND NO/100 (\$125,000.00) DOLLARS** lawful money of



the United States, to said **GRANTORS** well and truly paid by the said **GRANTEE** at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by law, has granted, bargained, sold, aliened, released and confirmed, and by these presents does grant, bargain, sell, alien, release and confirm unto the said **GRANTEES**, their heirs and assigns,

**ALL** those certain piece or parcel of ground situate, lying and being in the Village of Gearhartville, Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF: BEGINNING** at a stake corner on the Eastern right-of-way line of Township Road (now known as Perks Street) and on line of now or formerly Ralph H. and Dolly W. Williams, said corner being North thirty-six degrees forty-three minutes East (N 36° 43' E) a distance of one hundred ten (110') feet from the northern side of Pine Street; thence along the Eastern right-of-way line of said Township Road (now known as Perks Street) North thirty-six degrees forty-three minutes East (N 36° 43' E) a distance of two hundred (200') feet to a stake corner on line of now or formerly Mary Wolfa Estate; thence along the line of said Mary Wolfa Estate South fifty-six degrees seventeen minutes East (S 56° 17' E) distance of one hundred forty-nine and eighty hundredths (149.80') feet to a stake corner on line of now or formerly John Wassoshin; thence along line of John Wassoshin South thirty-six degrees forty-three minutes West (S 36° 43' W) a distance of two hundred (200') feet to a stake corner on line of now or formerly Ralph H. and Dolly W. Williams; thence along line of now or formerly Ralph H. and Dolly W. Williams North fifty-six degrees seventeen minutes West (N 56° 17' W) a distance of one hundred forty-nine and eighty hundredths (149.80') feet to a stake corner, the place of beginning. **CONTAINING** 0.69 acre.

**BEING** the same premises as vested unto Raymond L. Wolfe and Mary Lou Wolfe, his wife, by deed of Raymond L. Wolfe and Mary Lou Wolfe, his wife, dated September 12, 1996 and recorded in Clearfield County Deed Book Volume 1788 Page 478. Thereafter, Raymond L. Wolfe, died the 2 day of January, 1998, thereby vesting title unto this wife, Mary Lou Wolfe, as surviving tenant by the entirety.

**THE SECOND THEREOF: BEGINNING** at a stake corner on line between now or formerly R. H. and D. W. Williams and other lands of R. L. and M. L. Wolfe; thence along line of other lands of now or formerly R. L. and M. L. Wolfe, North thirty-six degrees forty-three minutes East (N 36° 43' E) a distance of two hundred (200.00') feet to a stake corner on other lands of now or formerly R. H. and D. W. Williams, R. L. and M. L. Wolfe and Mary Wolfa Estate; thence along other lands of R. H. and D. W. Williams and R. L. and M. L. Wolfe, South fifty-six degrees seventeen minutes East (S 56° 17' E) a distance of eighty-three and fifty hundredths (83.50') feet to a corner on line of Prusnak; thence along line of Prusnak, South thirty-six degrees forty-three minutes West (S 36° 43' W) a distance of two hundred (200.00') feet to a corner line of now or formerly R. H. and D. W. Williams;



thence along line of now or formerly R. H. and D. W. Williams North fifty-six degrees seventeen minutes (N 56° 17' W) a distance of eighty-three and fifty hundredths (83.50) feet to a stake corner, the place of beginning. **CONTAINING 0.38 acres.**

**BEING** the same premises as vested unto Raymond L. Wolfe and Mary Lou Wolfe, his wife, by deed of Ralph H. Williams and Dorothy W. Williams, his wife, dated October 31, 1969 and recorded in Deed Book 557 at Page 390. Thereafter, Raymond L. Wolfe died the 12 day of January 1998, thereby vesting title unto his wife, Mary Lou Wolfe, as surviving tenant by the entirety.

**UNDER AND SUBJECT, NEVERTHELESS,** to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

**TOGETHER** with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

**TO HAVE AND TO HOLD** the said lot or parcel of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

**AND** the said **JACQUELINE MARIE MOISIO A/K/A JACQUELINE S. MOISIO**, Executrix of the Estate of Mary Lou Wolfe, for their heirs, executors and administrators, do hereby covenant, promise, grant and agree, to and with the said **LEON C. MUIR AND LINDA T. MUIR**, their heirs and assigns, by these presents, that they have not



heretofore done or committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be Impeached, charged or encumbered, in title, estate or otherwise howsoever.

**IN WITNESS WHEREOF**, the said **Jacqueline Marie Moisio a/k/a Jacqueline S. Moisio**, of the Estate of **Mary Lou Wolfe**, have hereunto set her hand and seal the day and year first above written.

Sealed and delivered

in the presence of

**ESTATE OF MARY LOU WOLFE**

By: Jacqueline Marie Moisio (SEAL)  
Jacqueline Marie Moisio, Executrix

By: Jacqueline S. Moisio (SEAL)  
a/k/a Jacqueline S. Moisio

**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise residence of the Grantees herein is as follows:

426 PERISS ST.

Philipsburg, Pa. 16866

Robert Craig Rayman  
Attorney for Grantees

STATE OF Pennsylvania

:SS:

COUNTY OF Centre

On this, the 21st day of March, 2005, before me, a Notary Public, personally appeared **JACQUELINE MARIE MOISIO A/K/A JACQUELINE S. MOISIO**, Executrix of the Estate of **Mary Lou Wolfe**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year first above written.

Notarial Seal  
Robert Craig Rayman, Notary Public  
Ferguson Twp., Centre County  
My Commission Expires May 1, 2005  
Member, Pennsylvania Association of Notaries

Robert Craig Rayman  
N.P.



## **EXHIBIT D**



**A. HUD-1 UNIFORM SETTLEMENT STATEMENT****B. Type of Loan**

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	6. File Number: 49.05	7. Loan Number:	8. Mortgage Insurance Case Number:
--	--------------------------	-----------------	------------------------------------

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Leon C. Muir & Linda T. Muir 19 South 8 <sup>th</sup> St., Philipsburg, PA 16866	E. Name, Address & TIN of Seller: Estate of Mary Lou Wolfe c/o Jacqueline M. Moisio, 869 Whipperwill Dr Port Orange, FL 32127	F. Name & Address of Lender:
G. Property Location: 426 Perks St., Philipsburg Decatur Twp., Clearfield Co., PA 16866 PC# P12-000-125.1 & P12-000-126.2	TIN of Seller: Place of Settlement 1315 W. College Ave., Suite 300	H. Settlement Agent: Robert C. Rayman
	I. Settlement Date:	04/21/05

**J. Summary of Borrower's Transaction****100. Gross Amount Due from Borrower:**

101. Contract sales price	\$125,000.00	401. Contract sales price	\$125,000.00
102. Personal Property		402. Personal Property	
103. Borrower's settlement charges (line 1400)	\$2,063.50	403.	
104.		404.	
105.		405.	

**Adjustments for items paid by seller in advance**

106. City/town taxes 4/21/2005 to 12/31/2005	\$ 161.22	406. City/town taxes 4/21/2005 to 12/31/2005	\$ 161.22
107. County taxes 4/21/2005 to 12/31/2005	\$ 16.29	407. County taxes 4/21/2005 to 12/31/2005	\$ 16.29
108. School taxes 4/21/2005 to 6/30/2005	\$ 143.16	408. School taxes 4/21/2005 to 6/30/2005	\$ 143.16
109. School taxes 4/21/2005 to 6/30/2005	\$ 14.46	409. School taxes 4/21/2005 to 6/30/2005	\$ 14.46
110.		410.	
111.		411.	
112.		412.	
113.		413.	

120. Gross Amount Due from Borrower \$127,398.63 420. Gross Amount Due to Seller \$125,335.13

**200. Amounts Paid by or in Behalf of Borrower:**

201. Deposits or earnest money	\$500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$9,883.69
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage to Wells Fargo	\$96,130.48
205.		505. Payoff of second mortgage	
206.		506. Water / Sewer to: PAWC #24-0561247 **	\$200.00
207.		507. ** Will be held in Escrow pending final bill	
208.		508. Water to: PAWC #24-0561247	\$45.00
209. Credit to Buyer for Home Inspection	\$500.00	509. Credit to Buyer for Home Inspection	\$500.00

**Adjustments for items unpaid by seller**

210. City/town taxes to	\$ 0.00	510. City/town taxes to	\$ 0.00
211. County taxes to	\$ 0.00	511. County taxes to	\$ 0.00
212. Assessments to	\$ 0.00	512. Assessments to	\$ 0.00
213. to	\$ 0.00	513. to	\$ 0.00
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

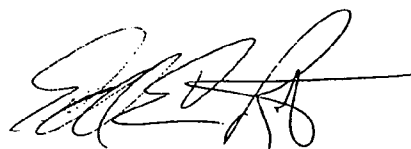
220. Total Paid By/for Borrower \$1,000.00 520. Total Reduction Amount Due Seller \$106,759.17

**300. Cash at Settlement From/to Borrower**

301. Gross amount due from borrower (line 120)	\$127,398.63	601. Gross amount due to seller (line 420)	\$125,335.13
302. Less amounts paid by/for borrower (line 220)	\$1,000.00	602. Less reductions in amount due seller (line 520)	\$106,759.17
303. Cash <input checked="" type="checkbox"/> from <input type="checkbox"/> to Borrower	\$126,398.63	603. Cash <input checked="" type="checkbox"/> to <input type="checkbox"/> from Seller	\$18,575.96

**Substitute Form 1099 Seller Statement**

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252 and/or Schedule D (Form 1040)*. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.



(Seller)

Estate of Mary Lou Wolfe  
Agent for The Seller

(Seller)


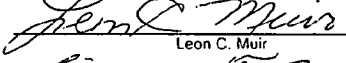
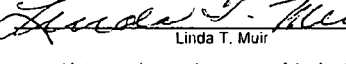


# L. Settlement Charges

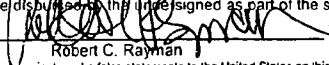
700. Total Sales/Broker's Commission: (based on price)	\$125,000.00 @ \$125,000 %	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.			
702.			
703. Commission paid at Settlement to Realty World -			\$7,500.00
704.			
800. Items Payable in Connection with Loan			
801. Loan Origination Fee			
802. Loan Discount			
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee			
807.			
808.			
809.			
810.			
811.			
812.			
813.			
814.			
900. Items Required by Lender to Be Paid in Advance			
901. Interest from _____ to _____ @ \$ _____ per day			
902. Mortgage Insurance Premium for _____			
903. Hazard Insurance Premium for _____			
904.			
905.			
1000. Reserves Deposited with Lender			
1001. Hazard insurance _____ months @ \$ _____ per month		\$ 0.00	
1002. Mortgage insurance _____ months @ \$ _____ per month		\$ 0.00	
1003. City property taxes _____ months @ \$ _____ per month		\$ 0.00	
1004. County property taxes _____ months @ \$ _____ per month		\$ 0.00	
1005. Annual assessments _____ months @ \$ _____ per month		\$ 0.00	
1006. _____ months @ \$ _____ per month		\$ 0.00	
1007.			
1008.			
1009. Aggregate Accounting Adjustment			
1100. Title Charges			
1101. Settlement/closing fee			
1102. Abstract/title search to Donna Gorton		\$184.50	
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to Robert C. Rayman		\$600.00	
(includes above item numbers 1103, Cert. Title, 1105, 1106, Copies, Recording Serv)			
1108. Title insurance			
(includes above item numbers			
1109. Lender's coverage			
1110. Owner's coverage			
1111.			
1112.			
1113. Deed Prep to David R. Thompson			POC
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$29.00 Mortgage Release		\$ 29.00	\$ 0.00
1202. City/county tax/stamps: Deed \$1,250.00 Mortgage		\$625.00	\$625.00
1203. State tax/stamps: Deed \$1,250.00 Mortgage		\$625.00	\$625.00
1204.			
1205.			
1206.			
1300. Additional Settlement Charges			
1301. Survey			
1302. Pest Inspection			
1303.			
1304.			
1305. Overnight Fee to UPS (payoff)			\$20.00
1306. 2004/05 School tax to Tax Claim - PC# P12-000-126.2 (Delinquent)			\$107.97
1307. 2004/05 School tax to Tax Claim - PC# P12-000-125.1 (Delinquent)			\$846.72
1308. Open Pool to Scott's Pools, Inc.			\$159.00
1400. Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)		\$2,063.50	\$9,883.69

## CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Seller  
 Borrower  
 Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed as part of the settlement of this transaction.

 Settlement Agent  
04/21/05 Date



## **EXHIBIT E**

---



PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103-1814  
215-563-7000  
Fax: 215-563-3459  
Email: [michele.bradford@fedphe.com](mailto:michele.bradford@fedphe.com)

Michele M. Bradford, Esquire

Representing Lenders in  
Pennsylvania and New Jersey\*

**VIA FACSIMILE (814-342-7081)**

November 1, 2005

David R. Thompson  
P.O. Box 587  
308 Walton Street, Ste.4  
Philipsburg, PA 16866

RE: Wells Fargo Bank, N.A. vs. Estate of Mary Lou Wolfe  
Clearfield County CCP, No. 05-551-CD

Dear Dave,

As I have indicated to you in voicemail messages, Wells Fargo did not receive payoff funds on its August 9, 2001 mortgage in the amount of \$31,000.00. Wells Fargo's November 25, 2002 mortgage securing the line of credit was paid from the April 21, 2005 sale of the property. My office stayed the December 2, 2005 Sheriff's sale and vacated our August 3, 2005 judgment entered in the foreclosure action docketed at 05-551-CD. However, the debt owed to Wells Fargo on the August 9, 2001 mortgage remains outstanding.

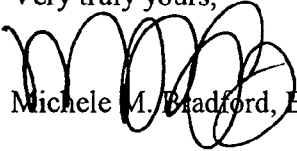
We are considering bringing a quiet title action to put the August 9, 2001 mortgage on record in Clearfield County. You had actual knowledge of this mortgage, and my office provided you with a payoff quote for this loan, in response to your request, on April 11, 2005. A copy of the April 11, 2005 payoff quote is attached hereto. Leon and Linda Moyer, the buyers of the property, had constructive notice of this mortgage, because my firm's foreclosure complaint was filed on April 19, 2005 referencing this mortgage.

I note that the heirs of the Estate of Mary Wolfe received cash from the sale of the property. I would appreciate your reviewing this case with your clients and providing me with a



settlement proposal to satisfy the August 9, 2001 mortgage. I will be out of the office the week of October 31, 2005, but look forward to speaking with you the week of November 7, 2005.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Michele M. Bradford', written over the typed name.

Michele M. Bradford, Esquire

MMB/kah

Attachment

cc: Robert C. Rayman, Esquire (Via facsimile: 814-234-8413)



**Fran Spino**

---

**From:** Ray Begley  
**Sent:** Tuesday, November 01, 2005 9:01 AM  
**To:** Fran Spino  
**Subject:** FW: Wolfe/Mosio #1190003290

-----Original Message-----

**From:** Ray Begley  
**Sent:** Monday, April 11, 2005 2:38 PM  
**To:** 'drtlaw@hotmail.com'  
**Subject:** Wolfe/Mosio #1190003290

Good afternoon, Attorney Thompson-

Attached is the payoff figure for the above-captioned loan. Should you have any questions, please feel free to contact me directly or anyone else in the Foreclosure Resolution Department.

Thanks

Raymond J. Begley  
Supervisor - Foreclosure Resolution Dept.  
Phelan Hallinan & Schmieg, LLP  
PJ (215) 563-7000  
FJ (215) 568-0719



Wolfe  
y42905PO.doc (46

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

Please be advised that the above quote may not reflect the final costs associated with the foreclosure action.

If your loss mitigation efforts result in the receipt by your office of money in exchange for a cancellation of a pending sheriff's sale, then please note that the Sheriff may be entitled to an additional statutory fee. This fee is 2% of the amount of the money your office received. We are unable to include this fee to you in this statement as we are not aware of the actual amount you may receive in exchange for canceling the sale. You may calculate the appropriate amount and add it to the above figure or, in the alternative, contact our office for a final quote when the initial payment is obtained or otherwise known.

Of course, if you have any questions regarding this matter, please contact the abovesigned.

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





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Raymond J. Begley  
Supervisor – Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

April 11, 2005

**VIA E-MAIL**

David R. Thompson, Esquire  
[drtlaw@hotmail.com](mailto:drtlaw@hotmail.com)

**Re: Wells Fargo Home Mortgage, Inc. vs. Mary & Raymond L. Wolfe and Jacqueline M. Mosio**  
**RD 3 Box 243, Philipsburg, PA 16866**  
**Acct#: 1190003290**

To Whom It May Concern:

In accordance with your recent request, please find a **payoff figure** in the amount of **\$31,331.38**, which is the amount needed to satisfy the above account with **Wells Fargo Home Mortgage, Inc.** Funds must be received **ON OR BEFORE April 29, 2005** to allow processing and mailing to our client.

Upon submitting payment, please note the following:

- **Personal checks will not be accepted.** Only certified funds purchased from a bank or money orders.
- **All checks must be made payable to the mortgage company stated above, and forwarded to Phelan Hallinan & Schmieg, LLP.**
- Include account number on the check for proper identification.
- **It is possible that additional expenditures may be incurred, by either the mortgage company or this firm, in the interim period between the time these figures are generated and the time monies are tendered. In this event, only the FULL monies will be accepted. Acceptance of the funds is contingent upon a complete review by our client.**

If you should have any questions, please feel free to contact our office.

Sincerely,

Raymond J. Begley  
Phelan Hallinan & Schmieg, LLP  
Foreclosure Resolution Department

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Raymond J. Begley  
Supervisor – Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

**Payoff Figure**

<b>NAME:</b>	WOLFE, MARY & RAYMOND L. and MOSIO, JACQUELINE M.	<b>ACCT.</b>	1190003290
<b>DATE:</b>	4/11/05		Good Through 4/29/05

Principal Balance	\$27,715.13
Interest	\$1,887.91
Late Charges	\$62.84
Property Inspections	\$95.00
BPO/Appraisal	\$125.00

Attorney Costs	\$795.50
Attorney Fees	\$650.00

**TOTAL**

**\$31,331.38**

**PLEASE READ THE ATTACHED LETTER BEFORE  
SUBMITTING PAYMENT!**

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.





**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000  
Fax (215) 568-0719  
E-mail [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

**PLEASE SUBMIT THIS FORM ALONG WITH YOUR PAYMENT!**

**\*\*\*THIS FORM IS TO ASSIST IN PROPER APPLICATION OF YOUR PAYMENT. PLEASE  
COMPLETE TO THE BEST OF YOUR ABILITY\*\*\***

**Date:**

**Name on Mortgage:**

**Loan Number:**

**Property Address:**

**Mailing Address:  
(If different from Property Address)**

**Telephone Number:**

***PLEASE MAKE CHECK PAYABLE TO YOUR MORTGAGE COMPANY  
AND FORWARD TO OUR OFFICE!***

**\*\*\*PLEASE BE ADVISED THAT ALL PAYMENTS MUST BE IN CERTIFIED  
FORM, AND THAT ANY PERSONAL OR PARTIAL PAYMENTS WILL NOT BE  
ACCEPTED\*\*\***

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.



\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0753  
CONNECTION TEL 18143427081  
CONNECTION ID  
ST. TIME 11/01 10:05  
USAGE T 01'44  
PGS. SENT 6  
RESULT OK

**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103-1814  
215-563-7000  
Fax: 215-563-3459

Email: [michele.bradford@fedphe.com](mailto:michele.bradford@fedphe.com)

Michele M. Bradford, Esquire

Representing Lenders in  
Pennsylvania and New Jersey\*

**VIA FACSIMILE (814-342-7081)**

November 1, 2005

David R. Thompson  
P.O. Box 587  
308 Walton Street, Ste.4  
Philipsburg, PA 16866

RE: Wells Fargo Bank, N.A. vs. Estate of Mary Lou Wolfe  
Clearfield County CCP, No. 05-551-CD

Dear Dave,

As I have indicated to you in voicemail messages, Wells Fargo did not receive payoff funds on its August 9, 2001 mortgage in the amount of \$31,000.00. Wells Fargo's November 25, 2002 mortgage securing the line of credit was paid from the April 21, 2005 sale of the property. My office stayed the December 2, 2005 Sheriff's sale and vacated our August 3, 2005 judgment entered in the foreclosure action docketed at 05-551-CD. However, the debt owed to



\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0754  
CONNECTION TEL 18142348413  
CONNECTION ID  
ST. TIME 11/01 10:07  
USAGE T 02'09  
PGS. SENT 6  
RESULT OK

**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103-1814  
215-563-7000  
Fax: 215-563-3459

Email: [michele.bradford@fedphe.com](mailto:michele.bradford@fedphe.com)

Michèle M. Bradford, Esquire

Representing Lenders in  
Pennsylvania and New Jersey\*

**VIA FACSIMILE (814-342-7081)**

November 1, 2005

David R. Thompson  
P.O. Box 587  
308 Walton Street, Ste.4  
Philipsburg, PA 16866

RE: Wells Fargo Bank, N.A. vs. Estate of Mary Lou Wolfe  
Clearfield County CCP, No. 05-551-CD

Dear Dave,

As I have indicated to you in voicemail messages, Wells Fargo did not receive payoff funds on its August 9, 2001 mortgage in the amount of \$31,000.00. Wells Fargo's November 25, 2002 mortgage securing the line of credit was paid from the April 21, 2005 sale of the



**EXHIBIT F**

---



One Penn Center at Suburban Station  
Suite 1400  
1617 J.F.K. Blvd.  
Philadelphia, PA 19103-1814  
P: (215) 563 – 7000, 1372  
F: (215) 563 – 3459  
Email: kim.hafto@fedphe.com

**PHELAN HALLINAN & SCHMIEG, LLP**

# Fax

**To:** David R. Thompson, Esquire

**From:** Kim Hafto

**Co:**

**Pages:** 3 (incl. cover)

**Fax:** 814-342-7081

**Date:** January 18, 2006

**Re:** Estate of Mary Lou Wolfe

Good afternoon,

Pursuant to your request in your letter to Attorney Michele Bradford dated January 13, 2006, attached please find a copy of the Note executed by Mary Lou Wolfe. Please feel free to contact me if you should have any further questions or concerns.

Very truly yours,

Kimberly A. Hafto,  
Legal Assistant



# Combined Consumer Note and Security Agreement

**WELLS  
FARGO**

Borrower's name

Mary Lou Wolfe

Co-borrower's name

Co-borrower's name

Co-borrower's name

Wells Fargo Bank West, N.A.

Bank's address

4433 ArrowsWest Drive

Colorado Springs, CO 80907

Date

Note number

8/9/2001

4515011508

In this agreement, I, ME, and MY refer to each borrower and co-borrower who signs this agreement. YOU and YOUR refer to the bank. This agreement contains my promise to repay my loan, and the conditions of the loan.

## My Promise

I promise to pay to your order Thirty One Thousand And 0/100

\$ 31,000.00 Dollars plus the interest or minimum finance charge described below:

## Interest or Minimum Finance Charge

- ☒ A minimum finance charge of \$ 25.00 . If I do not pay my loan in full when it is due, you will charge me interest at the rate of 8.99 % a year on the unpaid balance of my loan from the date it is due until my loan has been paid in full.
- ☒ Interest on the unpaid balance of my loan on the date you make my loan proceeds available to me, until my loan has been paid in full at:
- ☒ a fixed rate of 8.99 % a year.

Interest will be computed on the basis of the actual number of days elapsed in a 360 day year.

## Payment Schedule

☒ I will pay installments of principal and interest as follows:

- a first payment of \$ 319.24 on 9/8/2001 .
- 178 payments of \$ 319.24 each on the 8 day of each month starting on 10/8/2001 ;
- and a final payment on 8/8/2016 . If the interest rate on my loan does not change and I make all my payments on schedule, the final payment will be \$ 319.24 .

I will pay the entire principal on

I will pay interest:

- when the loan is due, every month , starting on 9/8/2001 , and also on 8/8/2016 .

## Property and Flood Insurance

During the term of this Agreement and any renewals or extensions thereof, I agree to maintain and provide you with proof of coverage of (i) standard property insurance covering damage to the secured property in an amount equal to the replacement cost of the secured property and (ii), if you notify me prior to the date of this Agreement that the secured property is located in a flood zone, flood insurance in an amount equal to the lesser of the amount of my loan or the maximum amount of flood insurance available under the National Flood Insurance Program. If you notify me that the secured property is in a flood zone after the date of this Agreement, I will obtain the required flood insurance within 45 days of the date you notify me. I agree to obtain the required insurance from an insurance company acceptable to you and to furnish you with a mortgagee endorsement on origination and at each renewal of such required insurance coverage. I understand that if I do not maintain the required insurance, in addition to your right to declare me in default, you have the right to purchase insurance coverage for your interest in the secured property only and add the premium for such insurance to the unpaid balance of my loan on which interest will accrue.

## Charge for Late Payments

- ☒ I will pay a late charge of 5% of the unpaid amount of any regular payment if I am more than 10 days late in making a payment.

## Renewal

This agreement renews Note No. \_\_\_\_\_ dated \_\_\_\_\_

## Prepaying My Loan

- I may prepay my loan at any time. If I fully prepay my loan, I may ☒ I will not have to pay a prepayment penalty of \$ N/A minus the amount of interest that has been earned up to the date I prepay.

## Security

No security is required.

To protect you if I default under this agreement for any extension or renewal of it I give you a security interest in:

Motor Vehicle (Year/Make/Serial Number)

The following property:

I will keep the secured property insured if you require it, and pay all related property taxes when due.

- ☒ This agreement (including extensions or renewals) is secured by a separate

Assignment security agreement ☒ mortgage or deed of trust

RD 3 Box 243

Phillipsburg, PA 16866

See Reverse Side for Additional Terms Applicable to This Agreement.

## NOTICE TO CONSUMER

THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

- I should not sign this agreement before I read the writing on both sides, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement.
- I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty, and I may be entitled to receive a refund of unearned charges in accordance with the law.

## Refunding Balloon Payment

If any scheduled payment is more than twice as large as the average of all regularly scheduled payments, it is a balloon payment. I have the right to refund the amount of that payment at the time it is due at your prevailing rates for such type of loan. If, at that time, I meet your then current normal credit standards and you are in the business of making such loans.

## Signature of Borrower and Co-borrower

I received and read a filled-in copy of this agreement before signing it. I understand and agree to all its terms, including the terms on the reverse side. I also received and read a filled-in copy of the Federal Truth in Lending Disclosure.

I understand the date on which interest will start to accrue and the payment dates shown here are only estimates. The actual dates will be determined when my signed documents are returned to you. I will be notified of my payment dates in the coupon book you will send me. My Annual Percentage Rate (APR) will remain the same.

Borrower's Signature Mary Lou Wolfe Date 08/12/01

RD 3 Box 243, Parkers St, Phillipsburg, PA 16866

Co-borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Co-borrower's Signature \_\_\_\_\_

Co-borrower's Signature \_\_\_\_\_

\_\_\_\_\_

## Bank use:

Account number

Bank's number

## Bank No.

Authorized by



## Combined Consumer Note and Security Agreement

### Interest

Interest on my loan will be calculated using the "simple interest" method. If I pay ahead of schedule, my finance charge may be less than estimated. If any payments are late, my finance charge may be higher. If the loan is a variable rate loan, changes in the rate will also affect my finance charge. Changes in my finance charge may mean that you will adjust my periodic payments or my last payment. You may excuse any additional finance charges due to late payments.

Payments will be applied first to interest due and then to principal.

I understand that the simple interest method of calculating interest may not always give the same results as the method used in making the Truth in Lending disclosures, so the actual amount that I pay may not be exactly as disclosed.

### Prepaid Finance Charge

I agree to pay any origination fee, loan administration fee, or other prepaid finance charge shown in the Disclosure Statement that accompanies this note. Unless I have paid this fee or prepaid finance charge at closing, it is included in the principal amount of the loan. The fee or prepaid finance charge is earned and non-refundable except to the extent necessary to comply with any refund requirement imposed by state law upon prepayment.

### Prepaying My Loan in Part

I may prepay part of my loan at any time without a prepayment penalty. However, partial prepayment will not excuse me from making the full amount of each payment on schedule until my loan is paid in full.

### Extensions

I may extend the time for paying all or part of my payments only if you agree in writing. If you allow me to extend any payment, you may charge me the amount allowed by state law on the amount I still owe on my loan. I will be charged from the date the payment was originally due until the date the payment was extended.

### Your Rights If I Default

I will be in default if:

- I do not make a payment when due or do not make a payment in the full amount;
- I make misstatements on my loan application;
- Someone tries by legal proceedings to get money or property I have on deposit with you;
- I do not make a payment when due on any other loans I may already have with you or on any other loans I may have with you in the future;
- a case under the U.S. Bankruptcy Code is started by me or against me or any guarantor of this loan;
- I do not keep required insurance on the security for this agreement or I fail to pay any related taxes on the security when due. Or I use the security for an unlawful purpose;
- an event of default occurs under any security agreement covering my loan;
- I die; or
- you believe in good faith that I may not be able or willing to pay you as promised.

If the bank is located in Iowa, I will only be in default if I fail to:

- make any payment within 10 days after it is due; or
- observe or perform any covenant of this transaction, if the failure materially impairs the condition, value or protection of, or your rights in, any collateral securing this transaction, or materially impairs my ability to pay amounts due under this loan.

If I am in default, you will give me notice as may be required by law. After giving notice, if any, you may require immediate payment of the unpaid balance of this agreement, including the interest I owe.

You may also repossess and sell my property that you hold as security and use the proceeds to pay my loan. Proceeds means money from the sale of the property. You will notify me at least 10 days before the sale (unless notice is not required by law). You may also exercise any other legal rights you may have.

However, even if I am in default, you do not have to require immediate payment. You may delay enforcing any of your rights without losing them. Subject to any required notice of my right to cure default, you may, but do not have to accept payments from me after I am in default. If you do so, you do not waive any of your other rights, including but not limited to the right to demand that I pay all I owe you.

If the bank is located in North Dakota, the following notice will apply:

### NOTICE TO NORTH DAKOTA BORROWERS, CO-BORROWERS, AND COSIGNERS (GUARANTORS).

(As used in this notice only, PROMISOR and PROMISORS refer to each Borrower, Co-borrower, and Cosigner (Guarantor) under this agreement, which is referred to as the PROMISSORY NOTE.)

**THIS PROMISSORY NOTE MAY BE THE BASIS FOR A PERSONAL ACTION AGAINST THE PROMISOR OR PROMISORS IN ADDITION TO OTHER REMEDIES ALLOWED BY LAW.**

### Returned Checks

If the bank is located in Texas, I agree to pay a \$25.00 charge for each check I give you in payment on this note which is dishonored and returned to you. Any such charges I incur may be added to the unpaid balance of the note, but no interest will be charged on these charges.

### Legal and Collection Costs

Unless prohibited by law, I agree to pay any reasonable attorney's fees, legal expenses, and costs of collection that result from my default.

### Setoff

If I am in default, you may take the money from any of my accounts with you to pay this agreement. For this purpose, my accounts include all accounts to which I am a party. You may do this without notifying me.

### NOTICE TO COSIGNER (GUARANTOR).

(As used in this notice only, YOU and YOUR refer to the Cosigner (Guarantor).) You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

### Terms of Your Security Interest

I own the property securing this loan, free and clear of competing interests (except recorded liens you have notice of), and will defend my title against any other claimant. I will not sell or give any of the property to anyone else or surrender possession of it without your written permission. I will keep the property in good repair. I will provide you with financing statements at your request.

I will give you 30 days advance written notice before changing the address where the property securing this loan is kept, including removal to another state.

Your security interest also covers all proceeds from the sale of the property or insurance proceeds payable as a result of the damage or destruction of the property. Your security interest also includes all accessions to the property described in this agreement. "Accessions" are goods installed in or attached to the property.

If I fail to provide any required insurance or pay any property taxes on any property securing this loan at any time during the term of this agreement, you may act on my behalf to purchase insurance coverage, including SINGLE INTEREST INSURANCE PROTECTING YOUR INTERESTS ONLY, or pay the taxes due and I will repay you the premium or tax amount, or pay the taxes due and I will repay you the premium or tax amount, or pay the taxes due and I will repay you the premium or tax amount, or pay the taxes due and I will repay you the premium or tax amount. Interest will start on the date you pay the premium or taxes and will continue until the date I repay you. You also may choose to add the premium or tax amount to my principal balance and to increase my monthly payments accordingly. If my monthly payments are increased, any late charges will also increase; they will be calculated as a percentage of my new payment, at the same percentage as they are calculated on my regular payment, subject to any state law limitations. The property securing this loan also secures any premium or taxes, plus interest, that you pay for the insurance and/or taxes paid by you. You may choose not to enforce any or all of these rights without losing them.

I will instruct the issuer of each insurance policy covering the property to pay you directly. You may sign my name to any check or other instrument issued under the required insurance, and use the money or any unearned premium to pay my loan.

### Insurance

I understand that I can buy and deposit with you property, credit life, or accident and health insurance, whether the insurance is required or not. If I choose to buy this insurance, I may buy it from any insurance agent of my choice.

If I buy credit life or disability insurance through you, my benefit is calculated using the amount and initial interest rate of my loan. If my loan has a variable rate or interest, the amount I actually have to pay on the loan may increase. If this happens, the benefit paid if I die or become disabled may not be enough to pay the total amount due. This could happen even if I have made all of my payments on schedule.

### Governing Law

My and your rights and duties under this agreement are governed by the laws of Colorado and the United States, regardless of where I reside or sign this agreement. Colorado law governs this agreement for two reasons: (a) you are a national bank, and your principal office is located in Colorado; and (b) you want to ensure uniform procedures under Colorado law for each customer, no matter where a customer resides or signs this agreement.

If NYC Notice is to be inserted, rubber stamp that Notice in the space below.



\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 2439  
CONNECTION TEL 18143427081  
CONNECTION ID  
ST. TIME 01/18 14:07  
USAGE T 02'01  
PGS. SENT 3  
RESULT OK

One Penn Center at Suburban Station  
Suite 1400  
1617 J.F.K. Blvd.  
Philadelphia, PA 19103-1814  
P: (215) 563 - 7000, 1372  
F: (215) 563 - 3459  
Email: kim.hafto@fedphe.com

**PHELAN HALLINAN & SCHMIEG, LLP**

# Fax

**To:** David R. Thompson, Esquire

**From:** Kim Hafto

**Co:**

**Pages:** 3 (incl. cover)

**Fax:** 814-342-7081

**Date:** January 18, 2006

**Re:** Estate of Mary Lou Wolfe

Good afternoon,

Pursuant to your request in your letter to Attorney Michele Bradford dated January 13, 2006, attached please find a copy of the Note executed by Mary Lou Wolfe. Please feel free to contact me if you should have any further questions or concerns.

Very truly yours,

Kimberly A. Hafto,  
Legal Assistant

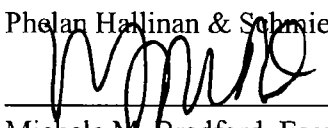


**VERIFICATION**

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Response of Wells Fargo Bank, N. A. to the Preliminary Objections of the Estate of Mary Lou Wolfe and Jacqueline Maria Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe 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. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 3/16/06

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



FILED

MAR 17 2006

WILLIAM A. SHAW  
Clerk of Court



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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-58-CD

vs.

Estate of Mary Lou Wolfe,  
Jacqueline Marie Mosio,  
Executrix and Devisee of the  
Estate of Mary Lou Wolfe  
869 Wiporwill Drive  
Port Orange, FL 32127

**FILED** *no cc*  
MAR 17 2006 *6P*

William A. Shaw  
Prothonotary/Clerk of Courts

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

County National Bank

1 South Second Street

Clearfield, PA 16830-0042

Defendants

**STIPULATION PURSUANT TO Pa.R.C.P. 229(b)(1)**

1. County National Bank was named as a Defendant in this Quiet Title action because they held a mortgage lien on the subject property.
2. County National Bank released its lien by Mortgage Satisfaction Piece filed with the Clearfield County Recorder of Deeds on February 10, 2006 at instrument number 200602095.

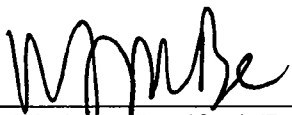


3. Accordingly, County National Bank no longer has an interest in the property and should not be a party to this action.


4. The parties hereby stipulate to discontinue the action as to only County National Bank.

5. This stipulation may be executed in counterpart.

3/16/06  
Date

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

3-9-06  
Date

  
David R. Thompson, Esquire  
Attorney for Estate of Mary Wolfe

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert C. Rayman, Esquire  
Attorney for Leon and Linda Muir

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter F. Smith, Esquire  
Attorney for County National Bank

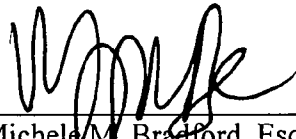


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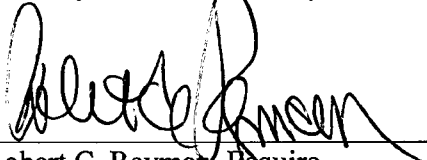
3/16/06  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Estate of Mary Wolfe

3/13/06  
Date

  
\_\_\_\_\_  
Robert C. Rayman, Esquire  
Attorney for Leon and Linda Muir

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter F. Smith, Esquire  
Attorney for County National Bank

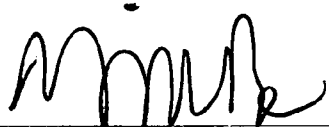


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3/16/06  
Date

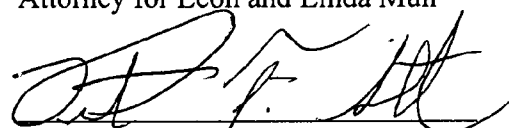
  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Estate of Mary Wolfe

\_\_\_\_\_  
Date

3/9/06  
Date

\_\_\_\_\_  
Robert C. Rayman, Esquire  
Attorney for Leon and Linda Muir  
  
\_\_\_\_\_  
Peter F. Smith, Esquire  
Attorney for County National Bank



FILED

MAR 17 2016

WILLIAM A. SHAW  
PROthonARY/CLERK OF COURT



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

WELLS FARGO BANK, N.A., f/k/a :  
WELLS FARGO BANK WEST, N.A. :  
VS. : NO. 06-58-CD  
ESTATE OF MARY LOU WOLFE, :  
JACQUELINE MARIE MOSIO, :  
EXECUTRIX AND DEVISEE OF THE :  
ESTATE OF MARY LOU WOLFE, :  
LEON C. MUIR, and LINDA T. MUIR :  
and COUNTY NATIONAL BANK :

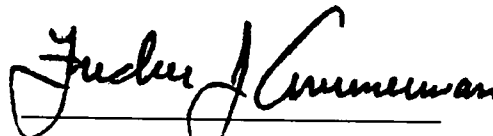
O R D E R

AND NOW, this 20th day of March, 2006, following argument on the Preliminary Objections filed on behalf of the Estate of Mary Lou Wolfe and on behalf of Leon C. Muir and Linda T. Muir, it is the ORDER of this court as follows:

1. The Preliminary Objections in the form of a demurrer are hereby dismissed. The Court believes that the Plaintiff is entitled to proceed with discovery relative the question of constructive notice;

2. By stipulation of the parties, County National Bank is hereby removed as a party Defendant in the case.

BY THE COURT,



President Judge

FILED<sup>CR</sup>

01:33 PM  
MAR 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

acc. Atty:  
m. Badford  
Thompson  
Rayman  
P. Smith

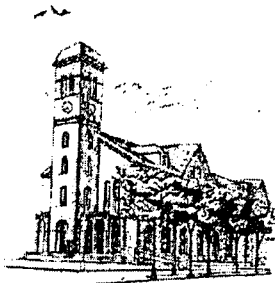


FILED

MAR 21 2006

WILLIAM A. STEIN  
PROBATIONARY CLERK OF COURT





## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 3/21/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

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

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:



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

DOCKET # 101161  
NO: 06-58-CD  
SERVICE # 1 OF 3  
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: ESTATE OF MARY LOU WOLFE et al  
LEON C. MUIR, LINDA T. MUIR and COUNTY NATIONAL BANK

**SHERIFF RETURN**

---

NOW, January 27, 2006 AT 10:15 AM SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON LEON C. MUIR DEFENDANT AT RD#3 BOX 243, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA T. MUIR, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED  
01/25/06  
MAR 22 2006

William A. Shaw  
Prothonotary/Clerk of Courts



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

DOCKET # 101161  
NO: 06-58-CD  
SERVICE # 2 OF 3  
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: ESTATE OF MARY LOU WOLFE et al  
LEON C. MUIR, LINDA T. MUIR and COUNTY NATIONAL BANK

**SHERIFF RETURN**

---

NOW, January 27, 2006 AT 10:15 AM SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON LINDA T. MUIR DEFENDANT AT RD#3 BOX 243, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA T. MUIR, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /



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

DOCKET # 101161  
NO: 06-58-CD  
SERVICE # 3 OF 3  
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: ESTATE OF MARY LOU WOLFE et al  
LEON C. MUIR, LINDA T. MUIR and COUNTY NATIONAL BANK

**SHERIFF RETURN**

---

NOW, January 24, 2006 AT 10:34 AM SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON COUNTY NATIONAL BANK DEFENDANT AT 1 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CINDY PEARCE, RECEPTIONIST A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101161  
NO: 06-58-CD  
SERVICES 3  
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: ESTATE OF MARY LOU WOLFE et al  
LEON C. MUIR, LINDA T. MUIR and COUNTY NATIONAL BANK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	472801	30.00
SHERIFF HAWKINS	PHELAN	472801	45.24

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



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

**WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,**

**Plaintiff**

**vs.**

**ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,**

**Defendants.**

**Civil Division**


**Case No. 06-58-CD**

**ANSWER OF DEFENDANTS, LEON C. MUIR AND LINDA T. MUIR**

AND NOW, come the Defendants, Leon C. Muir and Linda T. Muir, and state as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. There are no outstanding loans or liens with County National Bank.
5. Denied. The document speaks for itself. By way of further answer, the Mortgage is not on the "Property", rather it is on a different parcel of ground known as Tax Parcel No. 112-P12-126.2.
6. Admitted in part and denied in part. It is admitted that the Mortgage was never recorded in Clearfield County. It is denied that it was "recently discovered".

**FILED**

APR 11 2006 

M/12:05/um  
William A. Shaw

Prothonotary/Clerk of Courts

1 SENT TO ATT



7. Denied. Defendants, after reasonable investigation, are without sufficient knowledge to form a belief as to the truth of the averments of this paragraph. Strict proof thereof is demanded at time of trial.

8. Admitted in part and denied in part. It is admitted that the foreclosure was filed and withdrawn. However, the Complaint references a mortgage recording date, book, and page, and no such document exists at that Book and Page.

9-13. Paragraphs 9 through 13 refer to parties other than answer of Defendants.

14. Denied. Defendants had no notice, constructive or otherwise, of the Mortgage since no mortgage lien existed on record. The filing of a Foreclosure Complaint with a bogus book and page reference is not notice of, nor the creation of, a lien on the property.

15. Denied. Plaintiff's title report is clearly erroneous and could not have been based on an actual title search. Plaintiff had the right to hire a title company to check the title (and to see that their mortgage was properly recorded) and failed to do so.

16. Denied. Plaintiff does not and cannot have a valid lien on the property because they have failed to secure their mortgage loan as required.

17. Denied. The mortgage is invalid due to the unilateral mistake of Plaintiff in failing to record it.

18. Denied. The document speaks for itself. The allegation of this paragraph is a legal conclusion to which no response is required.

19. Denied. The allegation of this paragraph is a legal conclusion to which no response is required.

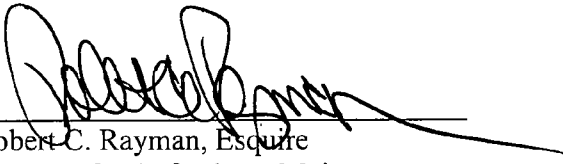
20. Denied. Plaintiff's remedy at law is to file an action on the promissory note.



WHEREFORE, Defendants pray that the Complaint be dismissed with prejudice and legal fees and costs be awarded to them.

Respectfully submitted,

Dated: 4/8/06

By:   
Robert C. Rayman, Esquire  
Attorney for Defendants Muir  
Attorney I.D. #30339  
1315 West College Avenue, Suite 300  
State College, PA 16801  
814-234-5227



Linda T. Muir  
Linda T. Muir



Robert C. Rayman, Esquire  
Attorney for Defendants Muir  
Attorney I.D. #30339  
1315 West College Avenue, Suite 300  
State College, PA 16801  
814-234-5227



## CIVIL DIVISION - LAW

Defendant

\*\*\*\*\*

**David R. Thompson, Esq.**  
**Attorney at Law**  
**Supreme Court I.D. 73053**  
**P.O. Box 587**  
**308 Walton Street, Suite 4**  
**Philipsburg PA 16866**  
**(814) 342-4100**

FILED 4 CC  
0/2131031  
MAY 18 2006  
Atty

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE  
LEON C. MUIR, LINDA T. MUIR,  
and COUNTY NATIONAL BANK,  
Defendant

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

No. 06-58-CD

***ANSWER TO THE COMPLAINT TO QUIET TITLE***

AND NOW, comes the Defendants, Estate of Mary Lou Wolfe, and Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe, by and through their attorney David R. Thompson, Esquire, and files the following Answer to Plaintiff's Complaint:

1. After reasonable investigation, Defendants are without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof is demanded at the time of trial.

2. Admitted in part and denied in part. It is admitted that Jacqueline Marie Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe has the address listed. By way of



further pleading, the Estate of Mary Lou Wolfe has utilized that address as well as the address of the attorney for the Estate.

3. Admitted.

4. Paragraph 4 is specifically denied. By way of further pleading, a stipulation was entered by all the parties of record dismissing County National Bank as a Defendant.

5. Admitted in part and denied in part. It is admitted that Mary Lou Wolfe apparently made, executed and delivered a mortgage upon some real property to the Plaintiff. It is specifically denied that the same was secured by the property in which Plaintiff allegedly foreclosed upon in Clearfield County. By way of further pleading, the property attached with the mortgage is Parcel Number 112-212-126.2. The property allegedly being foreclosed upon by the Plaintiff is Parcel Number 112-P12-125.1.

6. Admitted in part and denied in part. It is admitted that the mortgage was never recorded in Clearfield County. It is specifically denied that the Plaintiff only recently discovered that the mortgage was not recorded in Clearfield County. By way of further pleading, representatives of the Plaintiff informed answering Defendants' counsel that they discovered that the mortgage was recorded in another county prior to the sale of the property.

7. After reasonable investigation, answering Defendants are without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof is demanded at the time of trial. By way of further pleading, answering Defendants have requested a copy of the mortgage since prior to the sale of the



property. Defendants did not receive a copy of the mortgage until such time as this Complaint was filed.

8. Admitted in part and denied in part. It is admitted that the Plaintiff commenced a foreclosure action in Clearfield County pursuant to an alleged mortgage. It is specifically denied that the real property foreclosed upon was subject to the mortgage allegedly held by this Plaintiff. It is admitted that the Plaintiff did in fact vacate the said foreclosure judgment and stayed the sheriff sale.

9. Paragraph 9 is admitted in part and denied in part. It is admitted that answering Defendants and counsel received knowledge of a foreclosure action on an alleged mortgage. It is specifically denied that Defendants ever received a copy of the mortgage. By way of further pleading, answering Defendants' counsel spoke with representatives of the Plaintiff regarding the alleged mortgage and the separate mortgage foreclosure action. Specifically, the representatives of the Plaintiff informed answering Defendants' counsel that the foreclosure action and mortgage were a mistake, as it was for an individual in another county.

10. Admitted in part and denied in part. It is admitted that Plaintiff's counsel emailed a payoff figure for an alleged mortgage in the amount of \$31,331.38. It is specifically denied that this had anything to do with the Plaintiff. By way of further pleading, this sparked the phone calls and letters initiated by answering Defendants' counsel to Plaintiff's representatives, which lead to the discovery that this was a mortgage for another individual in a different county.



11. Paragraph 11 is specifically denied. By way of further pleading, Defendants and counsel had received information regarding an alleged mortgage. However, after inquiring with representatives of the Plaintiff, it was dismissed as a mortgage for another individual in a separate county. Despite repeated requests by Defendants and their counsel for copies of the promissory note and the mortgage, the same were never provided to them.

12. Admitted. By way of further pleading, there was no mortgage existing to pay off.

13. Admitted.

14. Paragraph 14 refers to Defendants other than these answering Defendants.

15. Paragraph 15 refers to Defendants other than these answering Defendants.

16. Paragraph 16 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

17. Paragraph 17 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

18. Paragraph 18 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.


19. Paragraph 19 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.



20. Paragraph 20 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

WHEREFORE, answering Defendants respectfully request this Honorable Court to enter an Order dismissing Plaintiff's Complaint with prejudice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. R. Thompson', with a stylized flourish at the end.

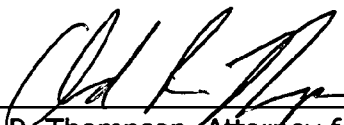
David R. Thompson, Esquire  
Attorney at Law



**VERIFICATION**

I certify that the facts set forth in the foregoing ***ANSWER TO THE COMPLAINT TO QUIET TITLE*** 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.

Dated: 5-18-06

  
\_\_\_\_\_  
David R. Thompson, Attorney for the  
Estate of Mary Lou Wolfe



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
AND COUNTY NATIONAL BANK

Defendant

No. 06-58-CD

TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Defendant

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esq.  
Attorney at Law  
Supreme Court I.D. 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

FILED<sup>icc</sup>  
01/3:09 BH Amy Thompson  
MAY 30 2006 LM

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO,  
EXECUTRIX AND DEVISEE OF THE  
ESTATE OF MARY LOU WOLFE,  
LEON C. MUIR, LINDA T. MUIR,  
AND COUNTY NATIONAL BANK

Defendant

No. 06-58-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **ANSWER TO THE COMPLAINT TO QUIET TITLE** in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Michelle M. Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG, LLP  
Suite 1400, 1617 JFK Boulevard  
Philadelphia, PA 19103-1814

Robert C. Rayman, Esquire  
1315 West College Avenue  
Suite 300  
State College, PA 16803

DATE: May 24, 2006

BY: \_\_\_\_\_

  
David R. Thompson, Esquire



**FILED**

**MAY 30 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-58-CD

vs.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

Defendants

FILED  
M/10:50 am  
DEC 14 2006  
ICC Atty  
Bradford  
(S)

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATION OF SERVICE**

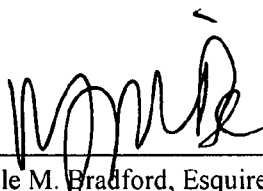
I hereby certify the original and two copies each of Plaintiff's Interrogatories, Requests for Admission and Request for Production of Documents to Leon C. Muir and Linda T. Muir was served by first-class mail on the following person on the date below.

Robert Rayman, Esquire

1315 West College Avenue

State College, PA 16801

Date: 12/12/06

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff



**FILED**

**DEC 14 2006**

William A. Shaw  
Prothonotary/Clerk of Courts





1617 JFK Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
215-563-7000  
Fax: 215-563-3459  
Email: [michele.bradford@fedphe.com](mailto:michele.bradford@fedphe.com)

Michele M. Bradford, Esquire

Representing Lenders in

Pennsylvania and New Jersey

December 12, 2006

Office of the Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853

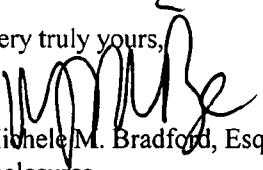
RE: Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. vs. Estate of Mary Lou Wolfe et al.  
Clearfield County CCP, No. 06-58-CD

Dear Prothonotary,

Enclosed please find a Certification of Service evidencing the fact that Plaintiff served on counsels for the Defendants, Requests for Production of Documents, Requests for Admission and Interrogatories for the above referenced matter. Please file the Certification of Service with the Court and return a time-stamped copy to me.

If you have any questions regarding this filing, please feel free to contact me.

Very truly yours,

  
Michele M. Bradford, Esquire  
enclosures

cc: Robert Rayman, Esquire  
David R. Thompson, Esquire



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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-58-CD

vs.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

Defendants

**FILED** ICC Atty  
M/10:55am Bradford  
DEC 14 2006 (SM)

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATION OF SERVICE**

I hereby certify the original and two copies each of Plaintiff's Interrogatories, Requests for Admission and Request for Production of Documents to the Estate of Mary Lou Wolfe, Jacqueline Mosio, Executrix and Devisee of the Estate of Mary Lou Wolfe was served by first-class mail on the following person on the date below.

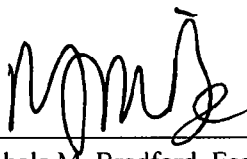
David R. Thompson, Esquire

P.O. Box 587

308 Walton Street, Suite 4

Philipsburg, PA 16866

Date: 12/12/06

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff





1617 JFK Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
215-563-7000  
Fax: 215-563-3459  
Email: [michele.bradford@fedphe.com](mailto:michele.bradford@fedphe.com)

Michele M. Bradford, Esquire

Representing Lenders in

Pennsylvania and New Jersey

December 12, 2006

Office of the Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853

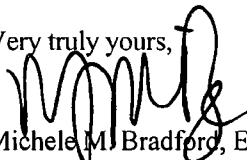
RE: Wells Fargo Bank, N.A., f/k/a Wells Fargo Bank West, N.A. vs. Estate of Mary Lou Wolfe et al.  
Clearfield County CCP, No. 06-58-CD

Dear Prothonotary,

Enclosed please find a Certification of Service evidencing the fact that Plaintiff served on counsels for the Defendants, Requests for Production, Requests for Admission of Documents and Interrogatories for the above referenced matter. Please file the Certification of Service with the Court and return a time-stamped copy to me.

If you have any questions regarding this filing, please feel free to contact me.

Very truly yours,

  
Michele M. Bradford, Esquire  
enclosures

cc: Robert Rayman, Esquire  
David R. Thompson, Esquire



**WELLS FARGO BANK, N.A.,  
f/k/a WELLS FARGO BANK WEST,  
N.A.,**

**VS.**

## Civil Division

**Case No. 06-58-CD**

I, Rebecca A. Pettenger, being duly sworn according to law, depose and say that I have served a true and correct copy of the Answers to the Interrogatories, Request for Production of Documents, and Request for Admissions in the above-captioned matter upon the following by depositing same in the U. S. mail on January 8, 2007, in State College, Pennsylvania, postage prepaid, addressed to:

Michele M. Bradford, Esquire  
Phelan, Hallinan & Schmieg, LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

By:

Rebecca A. Pettenger

FILED No CC  
JAN 09 2002

William A. Shaw  
Prothonotary/Clerk of Courts



FILED

JAN 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

WELLS FARGO BANK, N.A.  
F/K/A WELLS FARGO BANK WEST, N.A.

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

Defendant

No. 06-58-CD

TYPE OF CASE:  
Civil Division - Law

TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Defendants

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esquire  
Attorney at Law  
Supreme Court 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**  
01/31/35 acc AK4  
JAN 11 2007 Thompson  
(15)

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

WELLS FARGO BANK, N.A.  
F/K/A WELLS FARGO BANK WEST, N.A.

Plaintiff

vs.

ESTATE OF MARY LOU WOLFE,  
JACQUELINE MARIE MOSIO, EXECUTRIX  
AND DEVISEE OF THE ESTATE OF MARY LOU  
WOLFE,

Defendant

No. 06-58-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **ANSWERS TO REQUESTS FOR ADMISSIONS**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Michele M. Bradford, Esquire  
PHELAN HALLINAN & SCHMIEG LLP  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia PA 19103-1814

DATE: January 11, 2007

BY: 

David R. Thompson, Esquire



**FILED**  
m 1:24pm GK  
JUL 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

ICC ATTY  
GK

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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-58-CD

vs.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

Defendants

**PRAECIPE TO WITHDRAW LIS PENDENS WITH PREJUDICE**

TO THE PROTHONOTARY:

Kindly withdraw the Lis Pendens with prejudice filed in the instant matter.

Date

7/9/08

PHELAN HALLINAN & SCHMIEG, LLP

*Michele Bradford*

Michele M. Bradford, Esquire

Attorney for Plaintiff



**FILED**

*m 1:24 p.m. GK*

**JUL 10 2008**

*ICC Atty*

*GIL*

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

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

Wells Fargo Bank, N.A.,

f/k/a Wells Fargo Bank West, N.A.

3476 Stateview Boulevard

Fort Mill, SC 29715

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-58-CD

vs.

Estate of Mary Lou Wolfe,

Jacqueline Marie Mosio,

Executrix and Devisee of the

Estate of Mary Lou Wolfe

869 Wiporwill Drive

Port Orange, FL 32127

Leon C. Muir

Linda T. Muir

RD 3 Box 243

Philipsburg, PA 16866

Defendants

**PRAECIPE TO DISCONTINUE AND END WITH PREJUDICE**

TO THE PROTHONOTARY:

Kindly mark this matter discontinued and ended with prejudice.

Date

*7/9/08*

PHELAN HALLINAN & SCHMIEG, LLP

*Michele Bradford*

Michele M. Bradford, Esquire

Attorney for Plaintiff



**FILED**

**JUL 10 2008**

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