

Mortgage Foreclosures

Date		Judge
01/26/2006	New Case Filed.	No Judge
	Filing: Civil Action-Law Complaint in Mortgage Foreclosure, situated in the Borough of Osceola Mills Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank, N.A.) Receipt number: 1912214 Dated: 01/26/2006 Amount: \$85.00 (Check) 6CC Shff.	No Judge
03/24/2006	Sheriff Return, March 23, 2006, after diligent search, I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Shawn W. Muir. March 23, 2006, after diligent search, I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Melinda J. Bowman a/k/a Melinda J. Muir. January 30, 2006, Sheriff of Centre County was deputized. February 7, 2006 at 4:26 pm served the within Complaint in Mortgage Foreclosure on Shawn W. Muir. February 7, 2006 at 4:26 pm served the within Complaint in Mortgage Foreclosure on Melinda J. Bowman a/k/a Melinda J. Muir. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Phelan \$100.00 Centre Co. costs pd by Phelan \$54.00	No Judge
03/31/2006	Filing: Praeipce For In Rem Judgment For Failure to Answer And Assessment of Damages Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank, N.A.) Receipt number: 1913143 Dated: 03/31/2006 Amount: \$20.00 (Check) Judgment in favor of Plff and against Shawn W. Muir and Melinda J. Bowman A/K/A Melinda J. Muir, defendants, in the amount of \$64,899.22 . Filed by s/Daniel G. Schmieg, Esquire. 1CC& notice to Defs., Statement to Atty	No Judge
04/10/2006	Filing: Praeipce For Writ of Execution (Mortgage Foreclosure) Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank, N.A.) Receipt number: 1913276 Dated: 04/10/2006 Amount: \$20.00 (Check) \$64,899.22 Judgment Amount Filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs w/prop descr. to Shff	No Judge
06/01/2006	Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford, Esquire. No CC	No Judge
06/05/2006	Rule, NOW, this 2nd day of June, 2006, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages. Rule Returnable on the 23rd day of June, 2006, at 11:30 a.m. at the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty Bradford	Fredric Joseph Ammerman
06/12/2006	Affidavit of Service filed. Served and made known to Melinda J. Bowman and Shawn W. Muir, defendants on the 17th day of may 2006 a true and correct copy of the Notice of Sheriff's Sale, filed by s/ Daniel G. Schmieg Esq. No CC.	Fredric Joseph Ammerman
	Certificate of Service, filed. That a true and correct copy of the Rule dated June 2, 2006 was sent to Shawn W. Muir and Melinda Bowman, filed by s/ Michele M. Bradford Esq. No CC.	Fredric Joseph Ammerman

Date: 8/17/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:20 AM

ROA Report

Page 1 of 1

Case: 2006-00129-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank, N.A., Wells Fargo Home Mortgage, Inc. vs. Shawn W. Muir, Melinda J. Bowman

Mortgage Foreclosures

Date	Selected Items	Judge
6/23/2006	Order, NOW, this 23rd day of June, Plaintiff's Motion to Reassess Damages is Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Hallinan, 1CC Melinda J. Bowman, Shawn Muir, 313 Lingle St., Osceola Mills PA 16666	Fredric Joseph Ammerman
6/27/2006	Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford, Esquire. No CC	Fredric Joseph Ammerman
6/28/2006	Returned mail, Order dated June 23, 2006 to Shawn Muir and Melinda J. Bowman, remailed to 213 Moshannon Street, Phillipsburg, PA 16866	Fredric Joseph Ammerman
	Rule, NOW, this 27th day of June, 2006, a Rule is entered upon the Defendants. Rule Returnable on the 23rd day of August, 2006, at 1:30 p.m. at the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bradford	Fredric Joseph Ammerman
7/3/2006	Affidavit pursuant to Rule 3129.1 and Return of Service Pursuant to Pa.R.C.P. 405 of Notice of Sale, filed by Daniel G. Schmieg Esq. No CC.	Fredric Joseph Ammerman
7/28/2006	Sheriff Return, Sale Held: 07/07/2006; Date Deed Filed: 07/28/2006 So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Bulter-Aughenbaugh. Shff Hawkins costs pd by atty \$269.50	Fredric Joseph Ammerman

DuBois City	Lias	Carl	A.	4/6/1999	3/31/2003
Lawrence Townshi	Liegey	Dennis	A.	3/28/2001	4/9/2005
Lawrence Townshi	Liegey	Dennis	A.	4/18/1997	4/18/2001
Bell Township	Lightner	Jennifer	D.	8/31/1998	8/26/2002
Bell Township	Lightner	Jennifer	D.	8/26/2002	8/26/2006
DuBois City	Lines	Janet	L.	3/10/2004	1/29/2008
Bradford Township	Ling	Yvonne	Marie	10/29/1998	11/10/2002
Bradford Township	Ling	Yvonne	Marie	11/6/2002	11/10/2006
DuBois City	Lingenfelter	Diane	L.	10/13/1997	10/13/2001
Clearfield Borough	Lingle	Rhonda	K.	8/1/2001	7/11/2005
Lawrence Twp.	Lingle	Sandra	L.	11/15/2001	10/31/2005
Bradford Township	Lingle	Lesa	R.	11/6/2000	10/11/2004
Lawrence Townshi	Lingle	Shanna	R.	5/25/2004	5/25/2008
Chester Hill Boro	Lipka	Jeffrey	M.	7/7/2006	6/14/2010
Clearfield Borough	Lippart	Patricia	A.	8/27/1999	8/23/2003
Lawrence Townshi	Lippart	Patricia	A.	9/20/1995	9/20/1999
Lawrence Townshi	Lippart	Patricia	A.	8/28/2003	8/23/2007
Rush	Little	Junell	L.	1/12/2001	12/27/2004
DuBois City	Little	Deborah	L.	4/2/2004	3/18/2008
Decatur Township	Litz	Georgia	A.	11/26/1998	11/18/2002
Lawrence Twp.	Litz	Bonnie	L.	1/26/2006	4/8/2009
Decatur Township	Litz	Georgia	A.	11/18/2002	11/18/2006
Goshen Township	Livergood	Deborah	K.	5/18/2000	5/3/2004
Goshen Township	Livergood	Deborah	K.	4/24/1996	4/24/2000
Houtzdale Boroug	Lobb	Lois	H.	7/5/1996	7/5/2000
Houtzdale Boroug	Lobb	Lois	H.	6/30/2000	7/14/2004
Houtzdale	Lobb	Lori		4/5/2002	3/19/2006
Houtzdale Boroug	Lobb	Lois	H.	7/2/2004	7/14/2008
Knox Township	Lockett	Darlene	M.	8/7/1998	7/8/2002
DuBois City	London	Kevin	E.	1/14/1999	12/14/2003
Clearfield Borough	London	Patricia	A.	7/25/2000	7/12/2004
DuBois City	London	Douglas	R.	6/20/2006	6/1/2010
Clearfield Borouth	London	Patricia	A.	6/24/2004	7/12/2008
DuBois City	Lopez	Karen	E.	12/11/2001	11/19/2005
DuBois City	Loskoski	Susan	G.	5/22/2001	4/25/2005
DuBois	Love	Margaret	L.	7/12/2001	6/20/2005

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket # **101207**

WELLS FARGO BANK, N.A.

Case # **06-129-CD**

vs.

SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 23, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SHAWN W. MUIR, DEFENDANT. 313 LINGLE ST., OSCEOLA MILLS, PA. "EMPTY".

SERVED BY: /

012:27301
MAR 24 2006
W. A. [Signature]
Prothonotary, District Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **101207**

WELLS FARGO BANK, N.A.

Case # 06-129-CD

vs.

SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 23, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MELINDA J. BOWMAN AKA MELINDA J. MUIR, DEFENDANT. 313 LINGLE ST., OSCEOLA MILLS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101207
NO: 06-129-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

SHERIFF RETURN

NOW, January 30, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHAWN W. MUIR.

NOW, February 07, 2006 AT 4:26 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHAWN W. MUIR, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101207
NO: 06-129-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

SHERIFF RETURN

NOW, January 30, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELINDA J. BOWMAN aka MELINDA J. MUIR.

NOW, February 07, 2006 AT 4:26 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELINDA J. BOWMAN aka MELINDA J. MUIR, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101207
NO: 06-129-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

SHERIFF RETURN



RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	477212	40.00
SHERIFF HAWKINS	PHELAN	477212	60.00
CENTRE CO.	PHELAN	477211	54.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
PROCESS RECEIPT, AND AFFIDAVIT OF RETURN			
1. Plaintiff(s) <i>Wells Fargo Bank</i>		2. Case Number <i>06-129</i>	
3. Defendant(s) <i>Shawn W. + Melinda J Muir</i>		4. Type of Writ or Complaint: <i>Complaint</i>	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <i>Shawn W. Muir</i>		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <i>213 Marshannon St. Philipsburg, Pa 16866</i>		
7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other			
Now, _____ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator		10. Telephone Number	11. Date
		12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title		14. Date Filed		15. Expiration/Hearing Date					
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <i>Kim Muir</i> , on the <i>7</i> day of <i>FEB</i> , 20 <i>06</i> , at <i>4:26</i> o'clock, <i>1</i> m., at <i>SAME AS ABOVE</i> , County of Centre Commonwealth of Pennsylvania, in the manner described below: Defendant(s) personally served. <input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <i>MOTHER</i> Adult in charge of Defendant's residence. Manager/Clerk of place of lodging in which Defendant(s) resides(s). Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____ On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: Moved Unknown No Answer Vacant Other _____ Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or <u>Refund</u>
<i>75.00</i>	<i>9.00</i>	<i>15.00</i>	<i>-</i>	<i>3.50</i>	<i>24.00</i>	<i>.50</i>	<i>2.00</i>	<i>54.00</i>	<i>21.00</i>
17. AFFIRMED and subscribed to before me this <i>13</i>				So Answer.					
20. day of <i>Feb.</i> 20 <i>06</i>				18. Signature of Dep. Sheriff <i>[Signature]</i>				19. Date <i>2/8/06</i>	
23. <i>[Signature]</i> Notary Seal Catherine H. Peters, Notary Public My Commission Expires Sept 5, 2009				21. Signature of Sheriff <i>[Signature]</i>				22. Date	
				SHERIFF OF CENTRE COUNTY					
				Amount Pd. Page					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ATTORNEY AND/OR CLERK									25. Date Received

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
PROCESS RECEIPT, AND AFFIDAVIT OF RETURN			
1. Plaintiff(s) <u>Wells Fargo Bank</u>		2. Case Number <u>06-129</u>	
3. Defendant(s) <u>Shawn W. & Melinda J. Muir</u>		4. Type of Writ or Complaint: <u>Complaint</u>	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Melinda J. Muir</u>		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>213 Marshannon St. Philipsburg, Pa. 16866</u>		
7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other			
Now, _____ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator		10. Telephone Number	11. Date
		12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title		14. Date Filed		15. Expiration/Hearing Date					
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <u>Kim Muir</u> , on the <u>7</u> day of <u>Feb</u> , 20 <u>06</u> , at <u>4:26</u> o'clock, <u>P</u> m., at <u>SAME AS ABOVE</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: Defendant(s) personally served. <input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <u>MOTHER-IN-LAW</u> Adult in charge of Defendant's residence. Manager/Clerk of place of lodging in which Defendant(s) resides(s). Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____									
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: Moved Unknown No Answer Vacant Other _____									
Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
17. AFFIRMED and subscribed to before me this <u>13</u> day of <u>Feb</u> , 20 <u>06</u> <u>Armine Peters</u> Notary Public COMM. EXPIRES _____ My Commission Expires _____				So Answer. 18. Signature of Dep. Sheriff <u>Terry We</u> 21. Signature of Sheriff _____			19. Date <u>2/8/06</u> 22. Date		
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND 114089 Member, Pennsylvania Association of Notaries				SHERIFF OF CENTRE COUNTY Amount Pd. _____ Page _____			25. Date Received		



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101207

TERM & NO. 06-129-CD

WELLS FARGO BANK, N.A.

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

SERVE BY: 02/25/06

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, LLP

SERVE: SHAWN W. MUIR

ADDRESS: 213 MOSHANNON ST., PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 30, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

pg 3356 AA
2/2/06

SHERIFF'S RETURN OF SERVICE
CENTRE COUNTY

Plaintiff(s)

WELLS FARGO BANK, N.A., ...

CIVIL ACTION NUMBER

SHERIFF'S NUMBER

Defendant(s)

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR

COST

MILEAGE

DISTRICT

Serve At

SHAWN W. MUIR
213 MOSHANNON STREET
PHILIPSBURG, PA 16866

☐ Summons ☒ Complaint
☐ Other

TYPE OF ACTION

Mortgage Foreclosure

Special Instructions

TO BE COMPLETED BY SHERIFF

Served and made known to _____, Defendant, on the ____ day of _____, 20____, at _____ o'clock, __.m., at _____, County of _____, Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) reside(s).
Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ _____ and officer of said Defendant company.
☐ Other:

SHERIFF

By: _____, Deputy Sheriff

On the ____ day of _____, 20____, at _____ o'clock, __.m., Defendant not found because:
Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

SHERIFF

By: _____, Deputy Sheriff

DEPUTIZED SERVICE

Now, this ____ day of _____, 20____, I, Sheriff of _____ County, Pennsylvania do hereby deputize the Sheriff of _____ County to serve this Complaint and make return thereof and according to law.

SHERIFF

By: _____, Deputy Sheriff

ATTORNEY FOR PLAINTIFF:

Name Francis S. Hallinan, Esquire
Id. No. 62695
Address One Penn Center at Suburban Station,
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103

**TO BE COMPLETED BY
PROTHONOTARY**

ATTEST _____
Pro Prothy

Date



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101207

TERM & NO. 06-129-CD

WELLS FARGO BANK, N.A.

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

SHAWN W. MUIR and MELINDA J. BOWMAN a/k/a MELINDA J. MUIR

SERVE BY: 02/25/06

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, LLP

SERVE: MELINDA J. BOWMAN aka MELINDA J. MUIR

ADDRESS: 213 MOSHANNON ST., PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 30, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN OF SERVICE
CENTRE COUNTY

Plaintiff(s)

WELLS FARGO BANK, N.A., ...

CIVIL ACTION NUMBER

SHERIFF'S NUMBER

Defendant(s)

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR

COST

MILEAGE

DISTRICT

Serve At

MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
213 MOSHANNON STREET
PHILIPSBURG, PA 16866

☐ Summons ☒ Complaint
☐ Other

TYPE OF ACTION

Mortgage Foreclosure

Special Instructions

TO BE COMPLETED BY SHERIFF

Served and made known to _____, Defendant, on the ____ day of _____, 20____, at _____ o'clock, __.m., at _____, County of _____, Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) reside(s).
Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ _____ and officer of said Defendant company.
☐ Other:

SHERIFF

By: _____, Deputy Sheriff

On the ____ day of _____, 20____, at _____ o'clock, __.m., Defendant not found because:
Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

SHERIFF

By: _____, Deputy Sheriff

DEPUTIZED SERVICE

Now, this ____ day of _____, 20____, I, Sheriff of _____ County, Pennsylvania do hereby deputize the Sheriff of _____ County to serve this Complaint and make return thereof and according to law.

SHERIFF

By: _____, Deputy Sheriff

ATTORNEY FOR PLAINTIFF:

Name Francis S. Hallinan, Esquire
Id. No. 62695
Address One Penn Center at Suburban Station,
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103

**TO BE COMPLETED BY
PROTHONOTARY**

ATTEST _____
Pro Prothy

Date

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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-129-CD

CLEARFIELD COUNTY

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

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

JAN 26 2006

Defendants

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

SHAWN W. MUIR
MELINDA J. BOWMAN
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who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 09/06/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200214185.
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 10/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

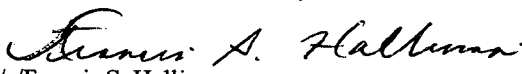
6. The following amounts are due on the mortgage:

Principal Balance	\$60,453.44
Interest	1,703.73
09/01/2005 through 01/25/2006 (Per Diem \$11.59)	
Attorney's Fees	1,250.00
Cumulative Late Charges	62.37
09/06/2002 to 01/25/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,019.54
Escrow	
Credit	0.00
Deficit	149.51
Subtotal	<u>\$ 149.51</u>
TOTAL	\$ 64,169.05

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 64,169.05, together with interest from 01/25/2006 at the rate of \$11.59 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
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FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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PROPERTY BEING: 313 LINGLE STREET

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

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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 on 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 his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel .

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Attorney for Plaintiff

DATE: 1/25/16

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

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WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
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Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-129-CD

CLEARFIELD COUNTY

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MELINDA J. BOWMAN
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DATE: 1/25/16

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PO Box 186
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800-692-7375

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David S. Meholick, Court Administrator
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Clearfield, PA 16830
814-765-2641 x 5982

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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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

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

3. On 09/06/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200214185.
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 10/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

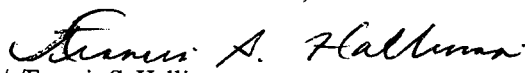
6. The following amounts are due on the mortgage:

Principal Balance	\$60,453.44
Interest	1,703.73
09/01/2005 through 01/25/2006 (Per Diem \$11.59)	
Attorney's Fees	1,250.00
Cumulative Late Charges	62.37
09/06/2002 to 01/25/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,019.54
Escrow	
Credit	0.00
Deficit	149.51
Subtotal	<u>\$ 149.51</u>
TOTAL	\$ 64,169.05

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 64,169.05, together with interest from 01/25/2006 at the rate of \$11.59 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

LEGAL DESCRIPTION

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BEING the southerly half of Lot No. 125.

PROPERTY BEING: 313 LINGLE STREET

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

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 on 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 his 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 falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 1/25/16

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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-129-CD

CLEARFIELD COUNTY

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FILED *Atty pd 85.00*
m1109/61
JAN 26 2006 *6 CC Shff*
LM

William A. Shaw
Prothonotary/Clerk of Courts

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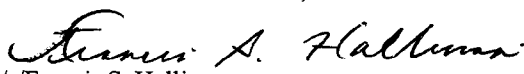
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FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 1/25/16

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, FC 29715

No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

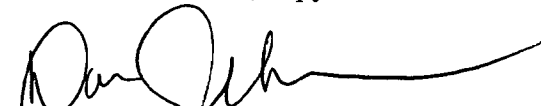
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against SHAWN W. MUIR and MELINDA J. BOWMAN A/K/A MELINDA J. MUIR, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$64169.05
Interest (1/26/06 to 3/30/06)	<u>730.17</u>
TOTAL	\$64,899.22

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 31, 2006


PRO PROTHY

KAM

FILED Any pd. 20.00
MAR 31 2006 11:07 AM
ICC Notice to Defs.

William A. Shaw
Prothonotary/Clerk of Courts
Statement to
OK Any

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS
FARGO HOME MORTGAGE, INC.
Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

SHAWN W. MUIR : NO. 06-129-CD
MELINDA J. BOWMAN A/K/A MELINDA J. MUIR
Defendants

TO: SHAWN W. MUIR
213 MOSHANNON STREET
PHILLIPSBURG, PA 16866

DATE OF NOTICE: **FEBRUARY 28, 2006**

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

IMPORTANT NOTICE

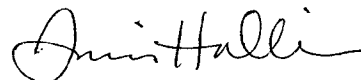
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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

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



FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG
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FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

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MELINDA J. BOWMAN A/K/A MELINDA J. MUIR
Defendants

: NO. 06-129-CD

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313 LINGLE STREET
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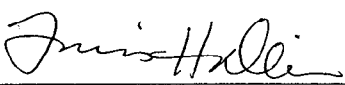
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Plaintiff

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Vs.

: CLEARFIELD COUNTY

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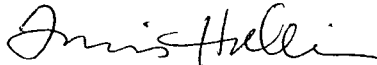
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SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG

By: Lawrence T. Phelan, Esq., Id. No. 32227

Francis S. Hallinan, Esq., Id. No. 62695

Daniel G. Schmieg, Esq., Id. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

WELLS FARGO BANK, N.A., S/B/M TO WELLS : COURT OF COMMON PLEAS

FARGO HOME MORTGAGE, INC.

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

SHAWN W. MUIR

: NO. 06-129-CD

MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

Defendants

TO: MELINDA J. BOWMAN A/K/A MELINDA J. MUIR
213 MOSHANNON STREET
PHILLIPSBURG, PA 16866

DATE OF NOTICE: FEBRUARY 28, 2006

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

IMPORTANT NOTICE

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

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

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

:

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

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


FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG, ESQUIRE

IDENTIFICATION NO. 62205

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.

CLEARFIELD COUNTY

No.: 06-129-CD

vs.

SHAWN W. MUIR

MELINDA J. BOWMAN A/K/A MELINDA

J. MUIR

VERIFICATION OF NON-MILITARY SERVICE

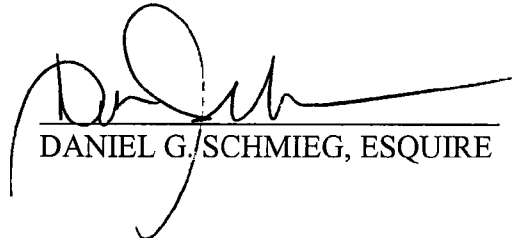
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, SHAWN W. MUIR, is over 18 years of age, and resides at 213 MOSHANNON STREET, PHILLIPSBURG, PA 16866 .

(c) that defendant, MELINDA J. BOWMAN A/K/A MELINDA J. MUIR, is over 18 years of age, and resides at 213 MOSHANNON STREET, PHILLIPSBURG, PA 16866.

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



DANIEL G. SCHMIEG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.

Plaintiff

No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR

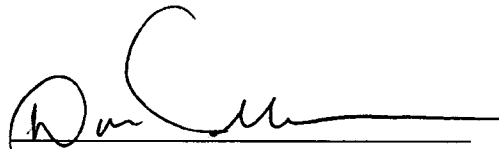
Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on March 31, 2006.

By:

William L. Hargis DEPUTY

If you have any questions concerning this matter please contact:


DANIEL G. SCHMIEG, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

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

Wells Fargo Bank, N.A.
Wells Fargo Home Mortgage, Inc.
Plaintiff(s)

No.: 2006-00129-CD

Real Debt: \$64,899.22

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Shawn W. Muir
Melinda J. Bowman
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 31, 2006

Expires: March 31, 2011

Certified from the record this 31st day of March, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

**WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.**

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

No. 06-129-CD

vs.

**SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR**

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$64,899.22

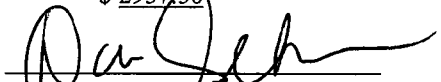
Interest from 3/30/06 to
Date of Sale (\$11.59 per diem)

_____ and Costs.

125.00 **Prothonotary costs**

Add'l costs

\$ 2957.50



Daniel G. Schmieg, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

KAM

FILED Any pd. 20.00
m110:5061
APR 10 2006 ICC @ 6 writs
w/prop descr.
to Shff
William A. Shaw
Prothonotary/Clerk of Courts
68

APR 10 2006

FILED

No. 06-129-CD

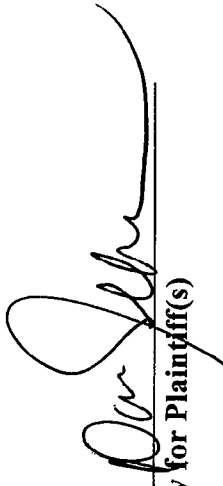
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)



Attorney for Plaintiff(s)

Address: 213 MOSHANNON STREET, PHILLIPSBURG, PA 16866
213 MOSHANNON STREET, PHILLIPSBURG, PA 16866
Where papers may be served.

DESCRIPTION

ALL lot or piece of ground situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Lot No. 123 and Lingle Street; thence along said Lingle Street in a Northerly direction twenty five (25) feet to a stake; thence in an easterly direction at right angles from said Lingle Street one hundred fifty (150) feet to a stake on Lumber Alley; thence in a southerly direction along Lumber Alley twenty five (25) feet to a stake, corner of Lot No. 123; thence in a Westerly direction along Lot 123 one hundred fifty (150) feet to a stake on Lingle Street and the place of beginning.

BEING the southerly half of Lot No. 125.

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

ASSIGNMENT AND GRANT OF EASEMENTS was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 2-23-04 and recorded 2-26-04 in Instrument #200402835.

ASSIGNMENT AND GRANT OF EASEMENTS was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 2-23-04 and recorded 9-17-04 in Instrument #200415251.

GRANT OF PERPETUAL EASEMENT AND RIGHT OF WAY was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 3/10/05 and recorded 3/22/05 in Instrument #200503908.

LICENSE AND RIGHT-OF-WAY was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 3/10/05 and recorded 3/22/05 in Instrument #200503909.

BEING Parcel #16-013-377-00062

FURTHER BEING KNOWN as 313 Lingle Street, Osceola Mills, PA 16666.

Premises: 313 Lingle Street, Osceola Mills, PA 16666
Clearfield County
Pennsylvania

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Shawn W. Muir and Melinda J. Bowman, both adult individuals, as Joint Tenants with the Right of Survivorship and not as Tenants in Common, by Deed from Joshua B. Cummings and Tiffany D. Ralston, now know as Tiffany D. Cummings, his wife, dated 9-6-02, recorded 9-6-02 in Deed Instrument #200214184.

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC. No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 313 LINGLE STREET, OSCEOLA MILLS, PA 16666:

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

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

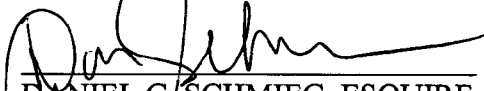
SHAWN W. MUIR	213 MOSHANNON STREET
---------------	----------------------

MELINDA J. BOWMAN A/K/A MELINDA J. MUIR	213 MOSHANNON STREET PHILLIPSBURG, PA 16866
--	--

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

SAME AS ABOVE

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 6, 2006

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC. No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 313 LINGLE STREET, OSCEOLA MILLS, PA 16666:

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

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

None.

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

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

Blazer Consumer Discount Company, Doing business as, Washington Mutual Finance	8900 Grand Oak Circle Tampa, FL 33637
--	--

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

Name

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

None.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

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

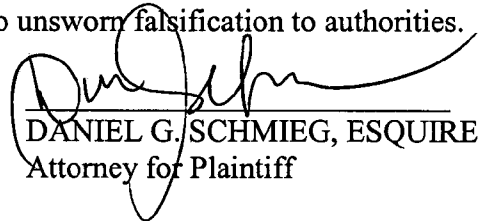
Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

313 LINGLE STREET
OSCEOLA MILLS, PA 16666

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 6, 2006

SALE DATE: _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC. No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR

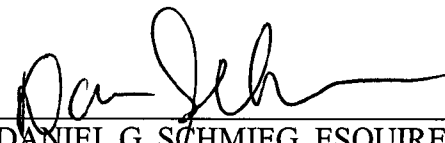
**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

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

313 LINGLE STREET, OSCEOLA MILLS, PA 16666.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
ONE PENN CENTER AT
SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE,
INC.

No.: 06-129-CD

vs.

CLEARFIELD COUNTY

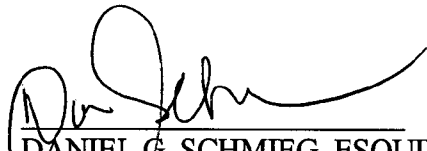
SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A
MELINDA J. MUIR

CERTIFICATION

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

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

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

**WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.**

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

vs.

NO.: 06-129-CD

**SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR**

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

**To satisfy the judgment, interest and costs in the above matter you are directed to levy
upon and sell the following described property (specifically described property below):**

Premises: 313 LINGLE STREET, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due

\$64,899.22

Interest from 3/30/06 to
Date of Sale (\$11.59 per diem)

\$

125.00

Prothonotary costs

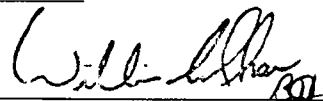
Total

\$

Plus costs as endorsed.

Add'l costs

\$ 2957.50



Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 4/10/06

(SEAL)

By:

Deputy

KAM

**IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not
be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale
must be postponed or stayed in the event that a representative of the plaintiff is not present
at the sale.**

No. 06-129-CD

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME
MORTGAGE, INC.

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$64,899.22

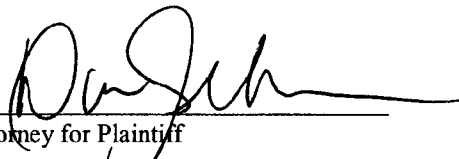
Int. from 3/30/06 _____
to Date of Sale (\$11.59 per diem)

Costs _____

Prothy. Pd. 125.00

Sheriff _____

Add'l costs \$ 2957.50



Attorney for Plaintiff

Address: 213 MOSHANNON STREET, PHILLIPSBURG, PA 16866
213 MOSHANNON STREET, PHILLIPSBURG, PA 16866
Where papers may be served.

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

DESCRIPTION

ALL lot or piece of ground situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Lot No. 123 and Lingle Street; thence along said Lingle Street in a Northerly direction twenty five (25) feet to a stake; thence in an easterly direction at right angles from said Lingle Street one hundred fifty (150) feet to a stake on Lumber Alley; thence in a southerly direction along Lumber Alley twenty five (25) feet to a stake, corner of Lot No. 123; thence in a Westerly direction along Lot 123 one hundred fifty (150) feet to a stake on Lingle Street and the place of beginning.

BEING the southerly half of Lot No. 125.

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

ASSIGNMENT AND GRANT OF EASEMENTS was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 2-23-04 and recorded 2-26-04 in Instrument #200402835.

ASSIGNMENT AND GRANT OF EASEMENTS was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 2-23-04 and recorded 9-17-04 in Instrument #200415251.

GRANT OF PERPETUAL EASEMENT AND RIGHT OF WAY was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 3/10/05 and recorded 3/22/05 in Instrument #200503908.

LICENSE AND RIGHT-OF-WAY was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 3/10/05 and recorded 3/22/05 in Instrument #200503909.

BEING Parcel #16-013-377-00062

FURTHER BEING KNOWN as 313 Lingle Street, Osceola Mills, PA 16666.

Premises: 313 Lingle Street, Osceola Mills, PA 16666
Clearfield County
Pennsylvania

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Shawn W. Muir and Melinda J. Bowman, both adult individuals, as Joint Tenants with the Right of Survivorship and not as Tenants in Common, by Deed from Joshua B. Cummings and Tiffany D. Ralston, now know as Tiffany D. Cummings, his wife, dated 9-6-02, recorded 9-6-02 in Deed Instrument #200214184.

AFFIDAVIT OF SERVICE

PLAINTIFF
WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.

CLEARFIELD COUNTY

F&P. #129606

DEFENDANT
SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR

COURT NO.: 06-129-CD

FILED *no cc*
m/10:54/
JUN 12 2006
 William A. Shaw
 Prothonotary/Clerk of Courts

SERVE MELINDA J. BOWMAN A/K/A
MELINDA J. MUIR AT:
213 MOSHANNON STREET
PHILLIPSBURG, PA 16866

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: 7/7/06

SERVED

Served and made known to Melinda J. Bowman, Defendant on the 17th day of May, 2006, at 7:12 o'clock P. M., at 713 Moshannon St., Phillipsburg, Commonwealth of Pennsylvania, in the manner described below:

- ☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s).
 Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ _____ an officer of said Defendant's company.
☐ Other: _____.

Description: Age 33 Height 5'8" Weight 170 Race W Sex F Other _____

I, Thomas Holmberg, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
 before me this 18th day
 of May, 2006.

Notary:

By: Thomas Holmberg

Marilyn A. Campbell
 COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Marilyn A. Campbell, Notary Public
 City of Altoona, Blair County
 My Commission Expires Oct. 28, 2007
 Member, Pennsylvania Association of Notaries

NOT SERVED

On the _____ day of _____, 200____, at _____ o'clock ____ M., Defendant NOT FOUND because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed
 before me this _____ day
 of _____, 200____.

By:

Notary:

ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
 I.D.#62205
 One Penn Center at Suburban Station
 1617 John F. Kennedy Blvd., Suite 1400
 Philadelphia, PA 19103-1814
 (215) 563-7000

AFFIDAVIT OF SERVICE

PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.

CLEARFIELD COUNTY

F&P. #129606

DEFENDANT

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR

COURT NO.: 06-129-CD

SERVE SHAWN W. MUIR AT:
213 MOSHANNON STREET
PHILLIPSBURG, PA 16866

TYPE OF ACTION

XX Notice of Sheriff's Sale

SALE DATE: 7/7/06

SERVED

Served and made known to Shawn W. Muir, Defendant on the 17th day of May, 2006, at 7:12 o'clock P. M., at 213 Moshannon St., Phillipsburg, Commonwealth of Pennsylvania, in the manner described below:

☐ Defendant personally served.

☒ Adult family member with whom Defendant(s) reside(s).

Relationship is Girlfriend / Melinda

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ _____ an officer of said Defendant's company.

☐ Other: _____

Description: Age 33 Height 5'8" Weight 170 Race W Sex F Other _____

I, Thomas Holmberg, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 18th day
of May, 2006.

Notary:

By: Thomas Holmberg

Marilyn A. Campbell
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn A. Campbell, Notary Public
City of Altoona, Blair County
My Commission Expires Oct. 28, 2007
Member, Pennsylvania Association of Notaries

NOT SERVED

On the _____ day of _____, 200____, at _____ o'clock ____ M., Defendant NOT FOUND because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed
before me this _____ day
of _____, 200____. By:

Notary:

ATTORNEY FOR PLAINTIFF
DANIEL G. SCHMIEG, ESQUIRE
I.D.#62205
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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., S/B/M to

Wells Fargo Home Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-129-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Rule dated June 2, 2006 was sent to the following individual on the date indicated below.

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

313 Lingle Street

Osceola Mills, PA 16666

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

213 Moshannon Street

Phillipsburg, PA 16866

DATE: 8/6/06

Phelan Hallinan & Schmieg, LLP

By: 

Michele M. Bradford, Esquire

Attorney for Plaintiff

FILED *no cc*
m11:38/6/06
JUN 12 2006 *LN*

William A. Shaw
Prothonotary/Clerk of Courts

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

WELLS FARGO BANK, N.A. S/B/M to
WELLS FARGO HOME MORTGAGE, INC.
Plaintiff

*
*
*
*
*
*


NO. 06-129-CD

vs.
SHAWN W. MUIR,
MELINDA J. BOWMAN, a/k/a MELINDA J. MUIR,
Defendants

ORDER

NOW, this 23rd day of June, 2006 the date being set for hearing on the Plaintiff's Motion to Reassess Damages; the Court notes that neither Plaintiff's representative or counsel for Plaintiff being present for said hearing, it is the ORDER of this Court that the Plaintiff's Motion to Reassess Damages be and is hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

012:0201
JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

icc Hallinan
Melinda J. Bowman
Shawn Muir
313 Lingle St.
Osceola Mills, PA
16066
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Wells Fargo Bank, N.A., S/B/M to
Wells Fargo Home Mortgage, Inc.

Plaintiff

vs.

Shawn W. Muir
Melinda J. Bowman,
A/K/A Melinda J. Muir

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-129-CD

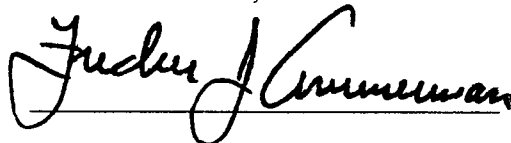
Defendants

RULE

AND NOW, this 27th day of June 2006, a Rule is entered upon the
Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to
Reassess Damages.

Rule Returnable on the 23rd day of August 2006, at 1:30 P.M. at the
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED ^{icc}
JUN 28 2006
11:10 AM
Ang Bradford
ER
William A. Shaw
Prothonotary/Clerk of Courts

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

Wells Fargo Bank, N.A., S/B/M to
Wells Fargo Home Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Shawn W. Muir
Melinda J. Bowman,
A/K/A Melinda J. Muir

: No. 06-129-CD

Defendants

ORDER

AND NOW, this _____ day of _____, 2006 the Prothonotary is ORDERED to amend
the
judgment in this case as follows:

Principal Balance	\$60,453.44
Interest Through 7/7/06	\$3,594.08
Per Diem \$11.59	
Late Charges	\$62.37
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,137.50
Sheriff's Sale Costs	\$2,479.00
Property Inspections	\$340.00
Appraisal/BPO	\$0.00
MIP/PMI	\$376.59
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,482.34</u>
TOTAL	\$71,175.32

Plus interest from 7/7/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

J.

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., S/B/M to

Wells Fargo Home Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Shawn W. Muir

Melinda J. Bowman, A/K/A Melinda J. Muir

Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-129-CD

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on January 26, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on March 31, 2006 in the amount of \$64,899.22. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. The Property is listed for Sheriff's Sale on July 7, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

FILED *NO CC*
MJ 11:17 AM
JUN 27 2006 *CC*

William A. Shaw
Prothonotary/Clerk of Courts

4. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$60,453.44
Interest Through 7/7/06	\$3,594.08
Per Diem \$11.59	
Late Charges	\$62.37
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,137.50
Sheriff's Sale Costs	\$2,479.00
Property Inspections	\$340.00
Appraisal/BPO	\$0.00
MIP/PMI	\$376.59
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,482.34</u>
TOTAL	\$71,175.32

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

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

Date: 6/26/06

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

Exhibit “A”

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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

2nd and Market Streets
Clearfield, PA 16830
814-703-2641
We hereby certify the
within is a true and
correct copy of the
original filed of record

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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

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

3. On 09/06/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200214185.
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 10/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

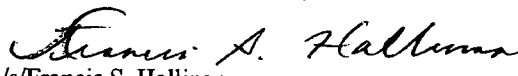
6. The following amounts are due on the mortgage:

Principal Balance	\$60,453.44
Interest	1,703.73
09/01/2005 through 01/25/2006 (Per Diem \$11.59)	
Attorney's Fees	1,250.00
Cumulative Late Charges	62.37
09/06/2002 to 01/25/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,019.54
Escrow	
Credit	0.00
Deficit	149.51
Subtotal	<u>\$ 149.51</u>
TOTAL	\$ 64,169.05

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 64,169.05, together with interest from 01/25/2006 at the rate of \$11.59 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

LEGAL DESCRIPTION

ALL lot or piece of ground situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Lot No. 123 and Lingle Street; thence along said Lingle Street in a Northerly direction twenty five (25) feet to a stake; thence in an easterly direction at right angles from said Lingle Street one hundred fifty (150) feet to a stake on Lumber Alley; thence in a southerly direction along Lumber Alley twenty five (25) feet to a stake, corner of Lot No. 123; thence in a Westerly direction along Lot 123 one hundred fifty (150) feet to a stake on Lingle Street and the place of beginning.

BEING the southerly half of Lot No. 125.

PROPERTY BEING: 313 LINGLE STREET

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

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 on 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 his 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 falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

1/25/16

Exhibit “B”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, FC 29715

No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

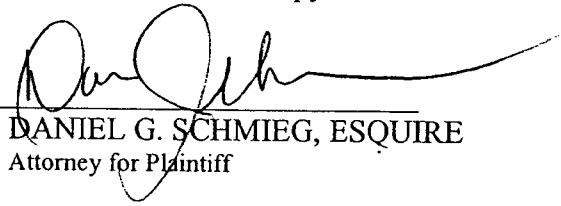
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against SHAWN W. MUIR and MELINDA J. BOWMAN A/K/A MELINDA J. MUIR, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$64169.05
Interest (1/26/06 to 3/30/06)	<u>730.17</u>
TOTAL	\$64,899.22

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 31, 2006

 **COPY**
PROTHONOTARY


KAM

FILED
11:07
MAR 31 2006
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 6/26/06

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

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Wells Fargo Bank, N.A., S/B/M to

Wells Fargo Home Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-129-CD

CERTIFICATION OF SERVICE

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

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

313 Lingle Street

Osceola Mills, PA 16666

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

213 Moshannon Street

Phillipsburg, PA 16866

DATE: 6/26/06

Phelan Hallinan & Schmieg, LLP

By: MMB

Michele M. Bradford, Esquire

Attorney for Plaintiff

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

3/12:00am

JUN 28 2006

remailed :

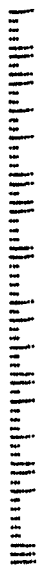
213 Moshannon St
William A. Shaw Phillipsburg
Prothonotary 16866

Melinda J. Bowman
Shawn Muir
313 Lingle St.
Osceola M

BOWMAN 13 166662004 1405 02 06/26/06
FORWARD TIME EXE RTN TO SEND
BOWMAN KRISTIE F
130 LITTLE SPIKE RD
OSCEOLA MILLS PA 16666-1636

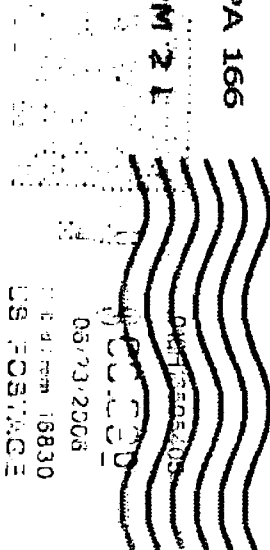
RETURN TO SENDER

16830/0543



ALTOONA PA 166

23 JUN 2006 PM 2 L



06/23/2006
Postage from 16830
US POSTAGE

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

WELLS FARGO BANK, N.A. S/B/M to
WELLS FARGO HOME MORTGAGE, INC.
Plaintiff

vs.

SHAWN W. MUIR,
MELINDA J. BOWMAN, a/k/a MELINDA J. MUIR,
Defendants

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NO. 06-129-CD

ORDER

NOW, this 23rd day of June, 2006 the date being set for hearing on the Plaintiff's Motion to Reassess Damages; the Court notes that neither Plaintiff's representative or counsel for Plaintiff being present for said hearing, it is the ORDER of this Court that the Plaintiff's Motion to Reassess Damages be and is hereby DISMISSED.

BY THE COURT,

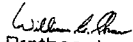
/s/ Fredric J. Ammerman

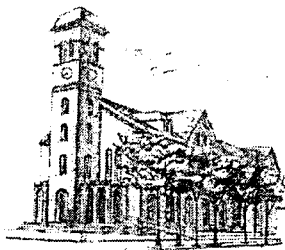
FREDRIC J. AMMERMAN
President Judge

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

JUN 23 2006

Attest.


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: 6/23/06

_____ You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other

X Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

SALE DATE: JULY 7, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA


CIVIL ACTION – LAW

**WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE,
INC.**

No.: 06-129-CD

vs.

**SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A
MELINDA J. MUIR**

FILED *no cc*
mjh:00/ky
JUL 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

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

313 LINGLE STREET, OSCEOLA MILLS, PA 16666.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Amended Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.



DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

June 30, 2006

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC. No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 313 LINGLE STREET, OSCEOLA MILLS, PA 16666:

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

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

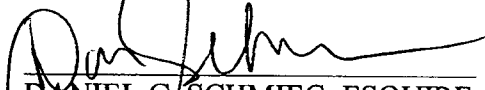
SHAWN W. MUIR	213 MOSHANNON STREET
---------------	----------------------

MELINDA J. BOWMAN A/K/A MELINDA J. MUIR	213 MOSHANNON STREET PHILLIPSBURG, PA 16866
--	--

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

SAME AS ABOVE

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 6, 2006

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC. No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 313 LINGLE STREET, OSCEOLA MILLS, PA 16666:

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

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

None.

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

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

Blazer Consumer Discount Company, Doing business as, Washington Mutual Finance	8900 Grand Oak Circle Tampa, FL 33637
--	--

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

Name

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

None.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

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

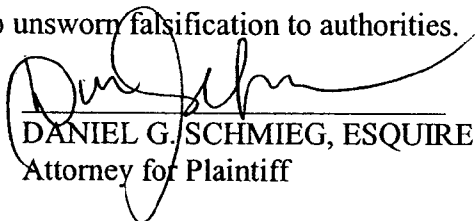
Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

313 LINGLE STREET
OSCEOLA MILLS, PA 16666

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

April 6, 2006

April 6, 2006

**WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.**

vs.

**SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR**

TO: All parties in Interest and Claimants

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

OWNER(S): SHAWN W. MUIR and MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

PROPERTY: 313 LINGLE STREET, OSCEOLA MILLS, PA 16666

Improvements: Residential dwelling

Judgment Amount: \$64,899.22

**CLEARFIELD COUNTY
No. 06-129-CD**

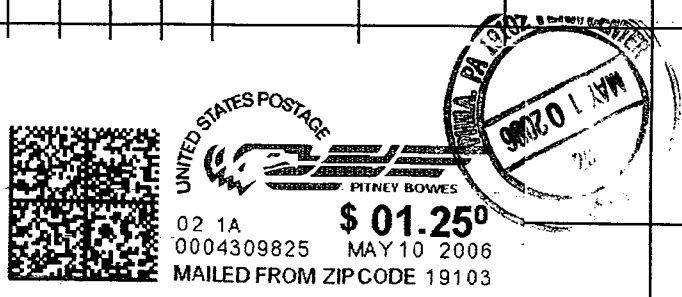
The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on 3/7/06, at the Clearfield County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830 at 10:00 A.M..

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

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

Name and Address of Sender
 PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station
 Philadelphia, PA 19103-1814
 Suite 1400
 JOSEPH GARDELLIS/KAM

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	SHAWN W. MUIR	Tenant/Occupant, 313 LINGLE STREET, OSCEOLA MILLS, PA 16666		
2	0011013224	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4		Blazer Consumer Discount Company, Doing business as, Washington Mutual Finance 8900 Grand Oak Circle Tampa, FL 33637		
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20322
NO: 06-129-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.
vs.
DEFENDANT: SHAWN W. MUIR AND MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/18/2006

LEVY TAKEN 04/25/2006 @ 8:37 AM

POSTED 04/25/2006 @ 8:37 AM

SALE HELD 07/07/2006

SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 07/28/2006

DATE DEED FILED 07/28/2006

PROPERTY ADDRESS 313 LINGLE STREET OSCEOLA MILLS , PA 16666

FILED
0103201
JUL 28 2006
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

06/15/2006 @ SERVED SHAWN W. MUIR

SERVED SHAWN W. MUIR, DEFENDANT, BY REG & CERT MAIL TO 213 MOSHANNON STREET, PHILIPSBURG, CENTRE COUNTY, PENNSYLVANIA. CERT #70050390000372352176. CERT. RETURNED TO SHERIFF'S OFFICE UNCLAIMED ON JULY 6, 2006.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

06/15/2006 @ SERVED MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

SERVED MELINDA J. BOWMAN A/K/A MELINDA J. MUIR BY REG & CERT MAIL TO 713 MOSHANNON STREET, PHILIPSBURG, CENTRE COUNTY, PENNSYLVANIA, CERT. #70050390000372352169 CERT. RETURNED UNCALIMED TO SHERIFF'S OFFICE JULY 6, 2006.

A TURE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

ATTY OFFICE HAD THEM PERSONALLY SERVED BY A PROCESS SERVER ON MAY 17, 2006 AT 7:12 PM.WITH A NOTICE OF SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20322

NO: 06-129-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.

VS.

DEFENDANT: SHAWN W. MUIR AND MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

Execution REAL ESTATE

SHERIFF RETURN


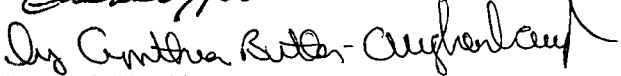
SHERIFF HAWKINS \$229.50

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 06-129-CD

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J.
MUIR

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy
upon and sell the following described property (specifically described property below):

Premises: 313 LINGLE STREET, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due

\$64,899.22

Interest from 3/30/06 to
Date of Sale (\$11.59 per diem)

\$ 125.00


Prothonotary costs

Total

\$ _____ Plus costs as endorsed.

Add'l costs

\$ 2957.50


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 4/10/06

(SEAL)

By:

Deputy

KAM

Received April 10, 2006 @ 12:30 P.M.
Charles A. Kaufman
by Cynthia Butler-Caytonbaugh

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 06-129-CD

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

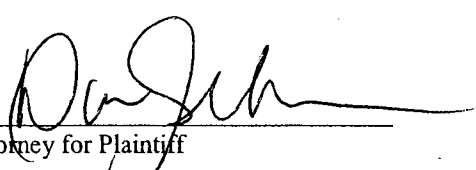
WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME
MORTGAGE, INC.

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$64,899.22</u>
Int. from 3/30/06 to Date of Sale (\$11.59 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____
Add'l costs	<u>\$ 2957.50</u>



Attorney for Plaintiff

Address: 213 MOSHANNON STREET, PHILLIPSBURG, PA 16866
213 MOSHANNON STREET, PHILLIPSBURG, PA 16866
Where papers may be served.

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

DESCRIPTION

ALL lot or piece of ground situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Lot No. 123 and Lingle Street; thence along said Lingle Street in a Northerly direction twenty five (25) feet to a stake; thence in an easterly direction at right angles from said Lingle Street one hundred fifty (150) feet to a stake on Lumber Alley; thence in a southerly direction along Lumber Alley twenty five (25) feet to a stake, corner of Lot No. 123; thence in a Westerly direction along Lot 123 one hundred fifty (150) feet to a stake on Lingle Street and the place of beginning.

BEING the southerly half of Lot No. 125.

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

ASSIGNMENT AND GRANT OF EASEMENTS was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 2-23-04 and recorded 2-26-04 in Instrument #200402835.

ASSIGNMENT AND GRANT OF EASEMENTS was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 2-23-04 and recorded 9-17-04 in Instrument #200415251.

GRANT OF PERPETUAL EASEMENT AND RIGHT OF WAY was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 3/10/05 and recorded 3/22/05 in Instrument #200503908.

LICENSE AND RIGHT-OF-WAY was granted to Commonwealth of Pennsylvania, Department of Environmental Protection, dated 3/10/05 and recorded 3/22/05 in Instrument #200503909.

BEING Parcel #16-013-377-00062

FURTHER BEING KNOWN as 313 Lingle Street, Osceola Mills, PA 16666.

Premises: 313 Lingle Street, Osceola Mills, PA 16666
Clearfield County
Pennsylvania

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Shawn W. Muir and Melinda J. Bowman, both adult individuals, as Joint Tenants with the Right of Survivorship and not as Tenants in Common, by Deed from Joshua B. Cummings and Tiffany D. Ralston, now known as Tiffany D. Cummings, his wife, dated 9-6-02, recorded 9-6-02 in Deed Instrument #200214184.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SHAWN W. MUIR

NO. 06-129-CD

NOW, July 28, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on July 07, 2006, I exposed the within described real estate of Shawn W. Muir And Melinda J. Bowman A/K/A Melinda J. Muir to public venue or outcry at which time and place I sold the same to FEDERAL HOME LOAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	17.80
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.70
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$229.50

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	32.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$32.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,899.22
INTEREST @ 11.5900 %	1,147.41
FROM 03/30/2006 TO 07/07/2006	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	2,957.50
TOTAL DEBT AND INTEREST	\$69,044.13

COSTS:

ADVERTISING	456.10
TAXES - COLLECTOR	157.52
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	32.00
SHERIFF COSTS	229.50
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,343.12

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

CHESTER A. HAWKINS, Sheriff

CERTIFIED MAIL™



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7005 0390 0003 7235 2169

15 JUN 2006 5:54:05

\$04.88

606

15 JUN 2006 5:54:05

US POSTAGE

Rec
7-6-06

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/ STREET
☐ - NOT DELIVERABLE AS ADDRESSED
☐ - UNABLE TO FORWARD

RTS
RETURN TO SENDER

UNCLAIMED

MELINDA J. BOWMAN A/K/A
MELINDA J. MUIR
713 MOSHANNON STREET
'LIPSBURG, PA 16866

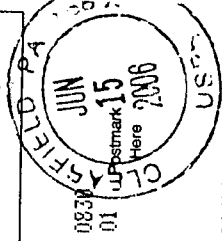
Handwritten notes: 6-16-06, 6-17-06, 6-18-06

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

PHILIPSBURG, PA 16866

Postage	\$ 0.63
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.88



Sent To

MELINDA J. BOWMAN A/K/A
MELINDA J. MUIR
713 MOSHANNON STREET
PHILIPSBURG, PA 16866

PS Form 3800, June 2002

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MELINDA J. BOWMAN A/K/A
MELINDA J. MUIR
713 MOSHANNON STREET
PHILIPSBURG, PA 16866

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

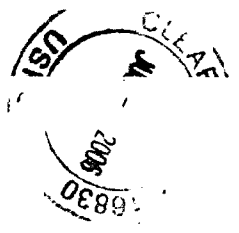
2. Article Number
(*Transfer from service label*)

7005 0390 0003 7235 2169

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540





CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Re 7/6/08

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/ STREET
☐ OTHER
☐ NOT DELIVERABLE AS ADDRESSED
☐ UNABLE TO FORWARD

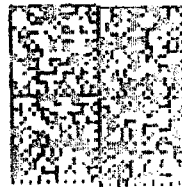
UNCLAIMED

RTS
RETURN TO SENDER

SHAWN W MUIR
213 MOSHANNON STREET
PHILIPSBURG, PA 16866



7005 0390 0003 7235 2176



Heater

\$04.880
06/15/2008
Issued From: 16830
US POSTAGE

7/16/08
NL
9-16-08
9-22

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

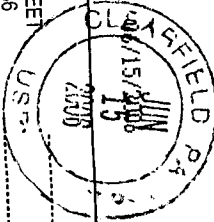
PHILIPSBURG, PA 16866

Postage	\$ \$0.63
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ \$4.88

0830
01 Postmark
Here

7005 0390 0003 7235 2176

Sent To SHAWN W MUIR
Street, Apt. No. 213 MOSHANNON STREET
or PO Box No. PHILIPSBURG, PA 16866
City, State Zip+4



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE POSTAGE AND RETURN ADDRESS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SHAWN W MUJR
213 MOSHAMMON STREET
PHILIPSBURG, PA 16866

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

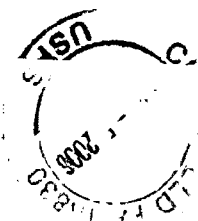
(Transfer from service label)

7005 0390 0003 7235 2176

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



CA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., S/B/M to
Wells Fargo Home Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Shawn W. Muir
Melinda J. Bowman,
A/K/A Melinda J. Muir

: No. 06-129-CD

Defendants

ORDER

AND NOW, this 23rd day of AUGUST, 2006 the Prothonotary is ORDERED to amend

the

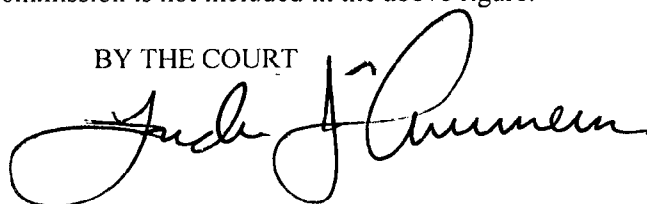
judgment in this case as follows:

Principal Balance	\$60,453.44
Interest Through 7/7/06	\$3,594.08
Per Diem \$11.59	
Late Charges	\$62.37
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,137.50
Sheriff's Sale Costs	\$2,479.00
Property Inspections	\$340.00
Appraisal/BPO	\$0.00
MIP/PMI	\$376.59
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,482.34</u>
TOTAL	\$71,175.32

Plus interest from 7/7/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



FILED

010:2006
AUG 24 2006
Atty Chota
(local attorney)

William A. Shaw
Prothonotary/Clerk of Courts

66

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Wells Fargo Bank, N.A., S/B/M to
Wells Fargo Home Mortgage, Inc.

Plaintiff

vs.

Shawn W. Muir
Melinda J. Bowman,
A/K/A Melinda J. Muir

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-129-CD

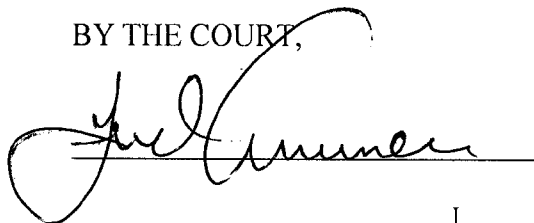
Defendants

RULE

AND NOW, this 23rd day of June 2006, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 23rd day of June 2006, at 11:30 A.M at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED
012:47BN
JUN 05 2006

1cc
Amy Bradford
@

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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., S/B/M to
Wells Fargo Home Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Shawn W. Muir
Melinda J. Bowman, A/K/A Melinda J. Muir
Defendants

: No. 06-129-CD

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on January 26, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 31, 2006 in the amount of \$64,899.22. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on July 7, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

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JUN 01 2006 ^{6P}
William A. Shaw
Prothonotary/Clerk of Courts

4. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment.

The amount of damages should now read as follows:

Principal Balance	\$60,453.44
Interest Through 7/7/06	\$3,594.08
Per Diem \$11.59	
Late Charges	\$62.37
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,137.50
Sheriff's Sale Costs	\$2,479.00
Property Inspections	\$340.00
Appraisal/BPO	\$0.00
MIP/PMI	\$376.59
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,482.34</u>
TOTAL	\$71,175.32

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

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

Date: 5/31/06

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

Exhibit “A”

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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

2nd and Market Streets
Clearfield, PA 16830
814-765-1641 x 5082
we hereby certify the
within to be a true and
correct copy of the
original filed of record

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., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

SHAWN W. MUIR
MELINDA J. BOWMAN
A/K/A MELINDA J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

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

3. On 09/06/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200214185.
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 10/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.


6. The following amounts are due on the mortgage:

Principal Balance	\$60,453.44
Interest	1,703.73
09/01/2005 through 01/25/2006 (Per Diem \$11.59)	
Attorney's Fees	1,250.00
Cumulative Late Charges	62.37
09/06/2002 to 01/25/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,019.54
Escrow	
Credit	0.00
Deficit	149.51
Subtotal	<u>\$ 149.51</u>
TOTAL	\$ 64,169.05

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 64,169.05, together with interest from 01/25/2006 at the rate of \$11.59 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

LEGAL DESCRIPTION

ALL lot or piece of ground situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Lot No. 123 and Lingle Street; thence along said Lingle Street in a Northerly direction twenty five (25) feet to a stake; thence in an easterly direction at right angles from said Lingle Street one hundred fifty (150) feet to a stake on Lumber Alley; thence in a southerly direction along Lumber Alley twenty five (25) feet to a stake, corner of Lot No. 123; thence in a Westerly direction along Lot 123 one hundred fifty (150) feet to a stake on Lingle Street and the place of beginning.

BEING the southerly half of Lot No. 125.

PROPERTY BEING: 313 LINGLE STREET

BEING the same premises as vested in Joshua B. Cummings and Tiffany D. Ralston by deed of Donald E. Osewalt and Carolyn A. Osewalt, his wife dated the 26th day of May, 2000, and recorded in the Office of the Recorder of Deeds of Clearfield County to Instrument Number 200007271.

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 on 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 his 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 falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 1/25/16

Exhibit “B”

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

WELLS FARGO BANK, N.A., S/B/M TO
WELLS FARGO HOME MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, FC 29715

No.: 06-129-CD

vs.

SHAWN W. MUIR
MELINDA J. BOWMAN A/K/A MELINDA
J. MUIR
313 LINGLE STREET
OSCEOLA MILLS, PA 16666

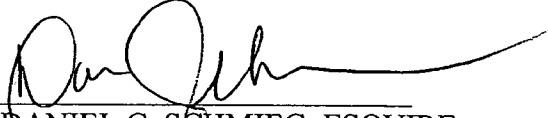
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against SHAWN W. MUIR and MELINDA J. BOWMAN A/K/A MELINDA J. MUIR, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$64169.05
Interest (1/26/06 to 3/30/06)	<u>730.17</u>
TOTAL	\$64,899.22

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 31, 2006

 **COPY**
PRO PROTHY

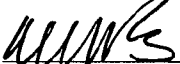
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MAR 31 2006
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 5/31/06

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

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Wells Fargo Bank, N.A., S/B/M to

Wells Fargo Home Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-129-CD

CERTIFICATION OF SERVICE

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

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

313 Lingle Street

Osceola Mills, PA 16666

Shawn W. Muir

Melinda J. Bowman,

A/K/A Melinda J. Muir

213 Moshannon Street

Phillipsburg, PA 16866

DATE: 5/31/06

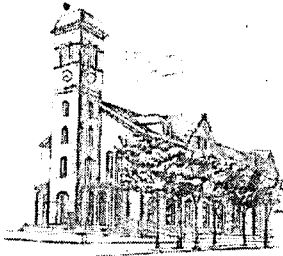
Phelan Hallinan & Schmieg, LLP

By:



Michele M. Bradford, Esquire

Attorney for Plaintiff



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: 6/5/06

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: