

06-129-CD  
Wells Fargo Bank vs Shawn Muir

**Wells Fargo et al vs Shawn Muir et al**  
**2006-129-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	Judge
01/26/2006	New Case Filed. 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.
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
03/31/2006	Filing: Praeclipe 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
04/10/2006	Filing: Praeclipe 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
06/01/2006	Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford, Esquire. No CC
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
06/12/2006	Affidavit of Service filed. Served and made known to Melinda J. Bowman Fredric Joseph Ammerman 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. 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.

Date: 8/17/2006

Time: 10:20 AM

Page 1 of 1

**Clearfield County Court of Common Pleas**

**ROA Report**

**Case: 2006-00129-CD**

User: LMILLER

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  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 Butler-Aughenbaugh. Shff Hawkins costs pd by atty \$269.50	Fredric Joseph Ammerman

DuBois City	Lias	Carl	A.	4/6/1999	3/31/2003
Lawrence Township	Liegey	Dennis	A.	3/28/2001	4/9/2005
Lawrence Township	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 Township	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 Township	Lippart	Patricia	A.	9/20/1995	9/20/1999
Lawrence Township	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 Borough	Lobb	Lois	H.	7/5/1996	7/5/2000
Houtzdale Borough	Lobb	Lois	H.	6/30/2000	7/14/2004
Houtzdale	Lobb	Lori		4/5/2002	3/19/2006
Houtzdale Borough	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 Borough	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: /

01/22/2006  
MAR 27 2006  
Wells Fargo Bank  
Prothonotary, Common Pleas 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**

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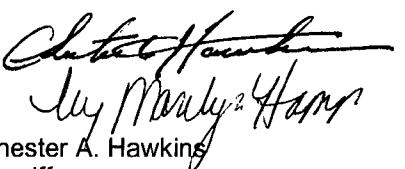
**RETURN COSTS**

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

So Answers,

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

  
Chester A. Hawkins  
Sheriff

# SHERIFF'S OFFICE

## CENTRE COUNTY

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

# SHERIFF'S OFFICE

## CENTRE COUNTY

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

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN				INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.						
1. Plaintiff(s)				2. Case Number	06-129					
Wells Fargo Bank										
3. Defendant(s)				4. Type of Writ or Complaint:	Complaint					
Shawn W. & Melinda J. Muir										
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Melinda J. Muir			6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 213 Moshannon St. Philipsburg, Pa. 16866						
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 Kim Muir	, on the 7 day of Feb									
20 06, at 4:26 o'clock, P m, at SAME AS ABOVE	, 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 MOTHER-IN-LAW <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> 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 13				So Answer.						
20 day of Feb 2006				18. Signature of Dep. Sheriff					19. Date	
23				21. Signature of Sheriff					22. Date	
COMMONWEALTH OF PENNSYLVANIA Notary Seal Corinne H. Peters, Notary Public My Commission Expires 11-14-08 Pennsylvania State Notary Public				SHERIFF OF CENTRE COUNTY						
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND 14029 Number Penn. 14029 is a notary of Notaries				Amount Pd. Page					25. Date Received	



CHESTER A. HAWKINS  
SHERIFF

*120*  
**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,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PG 3356 AG  
RJL

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

**Special Instructions**

Summons xx Complaint

Other

**TYPE OF ACTION**

Mortgage Foreclosure

**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



# Sheriff's Office Clearfield County

CHESTER A. HAWKINS  
SHERIFF

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

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

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



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

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

Plaintiff

v.

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-129-CD

CLEARFIELD COUNTY

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

JAN 26 2006

Defendants

Attest.

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

*William L. Brown*  
Prothonotary/  
Clerk of Courts

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

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

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

1. Plaintiff is

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.
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(Per Diem \$11.59)	
Attorney's Fees	1,250.00
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Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,019.54
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<b>TOTAL</b>	<b>\$ 64,169.05</b>

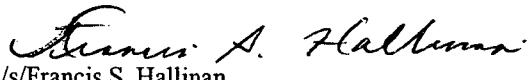
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 64,169.05, together with interest from 01/25/2006 at the rate of \$11.59 per diem to the date of Judgment, and other costs and charges collectible under the mortgage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

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BEING the southerly half of Lot No. 125.

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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 .

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.

2/1/06

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 1/25/06

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

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

Plaintiff

v.

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-129-CD

CLEARFIELD COUNTY

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 C. Brown*  
Prothonotary/  
Clerk of Courts

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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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.

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PHELAN HALLINAN & SCHMIEG, LLP

By: *Francis A. Hallinan*  
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2/1/06

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 1/25/06

**COPY**

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Plaintiff

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ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-1297D

CLEARFIELD COUNTY

I hereby certify this to be a true  
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JAN 26 2006

Defendants

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**COMPLAINT IN MORTGAGE FORECLOSURE**

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By: *Francis S. Hallinan*  
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21 Lee

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 1/25/6

COPY

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**ATTORNEY FOR PLAINTIFF**

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**Plaintiff**

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COURT OF COMMON PLEAS

## CIVIL DIVISION

## TERM

NO. 010-129-CD

## CLEARFIELD COUNTY

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. Chan  
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CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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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>
<b>TOTAL</b>	<b>\$ 64,169.05</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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: Francis A. Hallinan  
\_\_\_\_\_  
/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.

2/1/66

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 1/25/66

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

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

Plaintiff

v.

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.

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

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

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL  
THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS  
COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN  
TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION  
OF THAT TIME. FURTHERMORE, NO REQUEST WILL  
BE MADE TO THE COURT FOR A JUDGMENT UNTIL  
THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU  
HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF  
YOU REQUEST PROOF OF THE DEBT OR THE NAME  
AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN  
THE THIRTY (30) DAY PERIOD THAT BEGINS UPON  
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PHELAN HALLINAN & SCHMIEG, LLP

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

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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.

21 hel.

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 1/25/06

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:

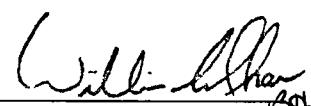
As set forth in Complaint	\$64169.05
Interest (1/26/06 to 3/30/06)	<u>730.17</u>
<b>TOTAL</b>	<b>\$64,899.22</b>

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

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 31, 2006

  
\_\_\_\_\_  
PRO PROTHY

KAM

**FILED** Atty pd. 20.00  
M 14:07:04 MAR 31 2006 1CC Notice  
to Defs.

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

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**

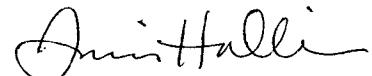
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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 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  
313 LINGLE STREET  
OSCEOLA MILLS, PA 16666**

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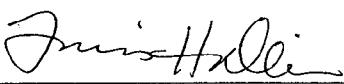
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CLEARFIELD COUNTY  
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FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

PHELAN HALLINAN AND SCHMIEG  
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ATTORNEY FOR PLAINTIFF

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

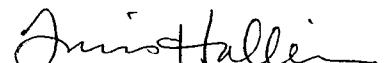
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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.

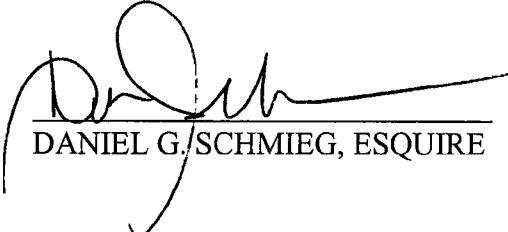
SHAWN W. MUIR  
MELINDA J. BOWMAN A/K/A MELINDA  
J. MUIR

**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

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: Willie Chapman 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 Entry: \$20.00  
Melinda J. Bowman  
Defendant(s)

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.**

---

**vs.**

---

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

---

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

**No. 06-129-CD**

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

<b>Amount Due</b>	<b><u>\$64,899.22</u></b>
-------------------	---------------------------

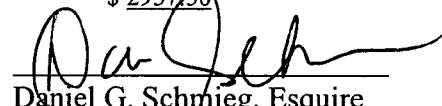
Interest from 3/30/06 to	
Date of Sale (\$11.59 per diem)	

Add'l costs	
-------------	--

125.00 and Costs.

**Prothonotary 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** Atty pd. 20.00  
APR 10 2006 110:50 AM  
1cc & 6 wnts  
w prop descr.

William A. Shaw to Sheriff  
Prothonotary/Clerk of Courts

60

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.

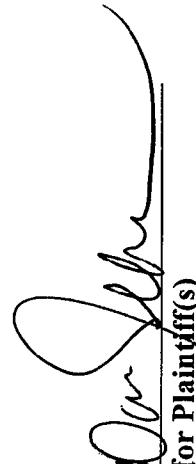
vs.

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

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---



Attorney for Plaintiff(s)

Address: 213 MOSHANNOX STREET, PHILLIPSBURG, PA 16866  
213 MOSHANNOX 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 26<sup>th</sup> 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.

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 Praeclipe 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)
------	---

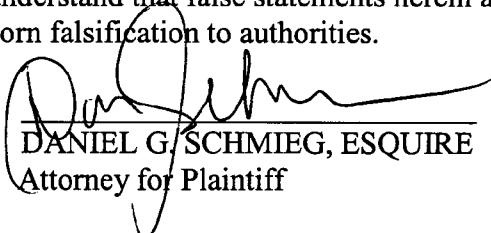
SHAWN W. MUIR	213 MOSHANNON STREET
---------------	----------------------

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 Praeclipe 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)
------	---

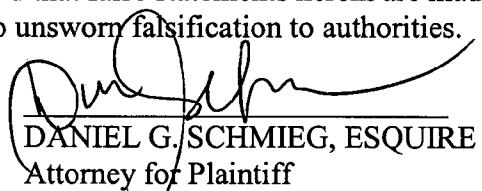
Commonwealth of Pennsylvania  
Department of Welfare

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 Praeclipe 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.

vs.

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 06-129-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

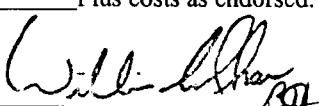
County of Clearfield:

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	\$ <u>64,899.22</u>
Interest from 3/30/06 to Date of Sale (\$11.59 per diem)	\$ <u>125.00</u> <b>Prothonotary costs</b>
Total	\$ _____ Plus costs as endorsed.
Add'l costs	\$ <u>2957.50</u> 

Dated 4/10/06  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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.

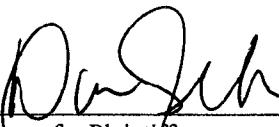
SHAWN W. MUIR  
MELINDA J. BOWMAN A/K/A MELINDA J. MUIR

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$64,899.22</u>
Int. from 3/30/06 to Date of Sale (\$11.59 per diem)	
Costs	
Proth. 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 26<sup>th</sup> 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.

AFFIDAVIT OF SERVICE  
CLEARFIELD COUNTY

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

F&P. #129606

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

FILED  
m/10:54 AM  
JUN 12 2006  
UN

William A. Shaw  
Prothonotary/Clerk of Courts

SERVE MELINDA J. BOWMAN A/K/A  
MELINDA J. MUIR AT:  
213 MOSHANNOON 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 17<sup>th</sup> day of May, 2006, at 7:12, o'clock P. M., at 213 Moshannon St., Ph. ll-pburg, 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 18<sup>th</sup> 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 17<sup>th</sup> day of May, 2006, at 7:12, o'clock P. M., at 213 Moshannon St., Ph. II. psburg, 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 18<sup>th</sup> 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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Shawn W. Muir

: No. 06-129-CD

Melinda J. Bowman,

A/K/A Melinda J. Muir

Defendants

**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

By:

Phelan Hallinan & Schmieg, LLP



Michele M. Bradford, Esquire  
Attorney for Plaintiff

FILED  
m 11:38 AM NO CC  
JUN 12 2006  


William A. Shaw  
Prothonotary/Clerk of Courts

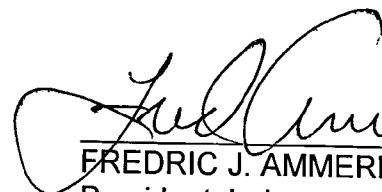
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

WELLS FARGO BANK, N.A. S/B/M to \*  
WELLS FARGO HOME MORTGAGE, INC. \*  
Plaintiff \*  
vs. \* NO. 06-129-CD  
SHAWN W. MUIR, \*  
MELINDA J. BOWMAN, a/k/a MELINDA J. MUIR, \*  
Defendants \*

ORDER

NOW, this 23<sup>rd</sup> 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**

06/20/06 10:44 AM  
JUN 23 2006, cc: Melinda J. Bowman  
Shawn Muir  
William A. Shaw  
Prothonotary/Clerk of Courts  
313 Lingle St.  
Osceola Mills, PA  
16060  
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CA  
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

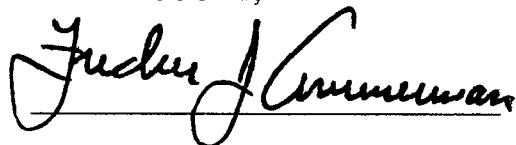
Defendants

**RULE**

AND NOW, this 27<sup>th</sup> 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 23<sup>rd</sup> day of August 2006, at 1:30 P.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

**FILED** *07/10/2006* *Atty Bradford*  
**JUN 28 2006** *EX*  
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 : Court of Common Pleas  
Wells 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

**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>
 <b>TOTAL</b>	 <b>\$71,175.32</b>

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

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.

FILED NO  
 JUN 11 2006  
 JUN 27 2006  
 (6)

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>
 <b>TOTAL</b>	 <b>\$71,175.32</b>

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: Michele M. Bradford  
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

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

Plaintiff

v.

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

We hereby certify the  
11/19/2010  
817-416-1058 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>
<b>TOTAL</b>	<b>\$ 64,169.05</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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: Francis S. Hallinan  
/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.

21 Lee

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

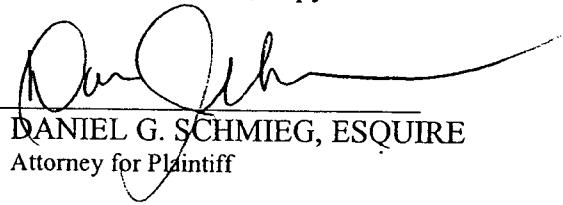
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

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>
<b>TOTAL</b>	<b>\$64,899.22</b>

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

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 31, 2006

  
\_\_\_\_\_  
PROTHOTRY

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

By:

Phelan Hallinan & Schmieg, LLP

  
\_\_\_\_\_  
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

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

**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:

Michele M. Bradford, Esquire  
Attorney for Plaintiff

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

FILED

12:00pm (M)  
JUN 28 2006

remailed :  
213 Moshannon St

William A. Shaw  
Prothonotary  
16864

ALTOONA PA 166

23 JUN 2006 PM 2 L

05/23/2006  
CLEARFIELD  
PA 16830  
US POSTAGE

Melinda J. Bowman  
Shawn Muir  
313 Lingle St.

Osceola M

BOWMAN 16666-2004 1405 02 06/26/06  
FORWARD TIME EXP RTN TO SEND  
BOWMAN, KRISTIE  
130 LITTLE SPIKE RD  
OSCEOLA MILLS PA 16666-1638

RETURN TO SENDER

16830/6549

**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, \* NO. 06-129-CD  
MELINDA J. BOWMAN, a/k/a MELINDA J. MUIR, \*  
Defendants \*

## ORDER

NOW, this 23<sup>rd</sup> 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

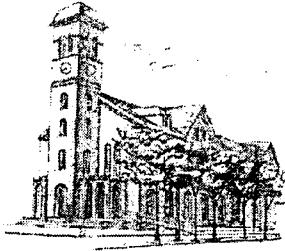
**FREDRIC J. AMMERMAN**  
President Judge

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

JUN 23 2006

## Attest

William L. Shan  
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.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

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** NOCC  
M 11:00 AM  
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 Praecept 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 Praeclipe 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)
------	---

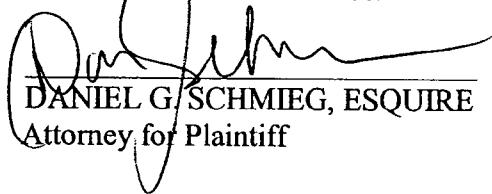
SHAWN W. MUIR	213 MOSHANNON STREET
---------------	----------------------

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 Praeclipe 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
--------------------------------------	--

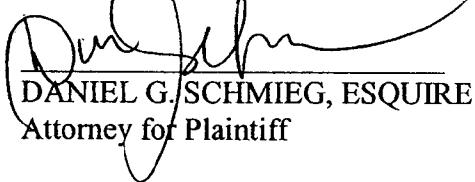
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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 7/7/06, at the Clearfield County Courthouse, 1 North 2<sup>nd</sup> Street, Suite 116, Clearfield, PA 16830 at 10:00 A.M..

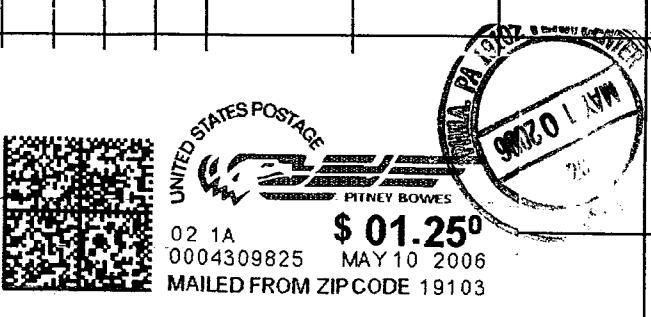
Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we 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  
Or Sender

PHELAN HALLINAN & SCHMIEG  
One Penn Center at Suburban Station  
Philadelphia, PA 19103-1814      JOSEPH GARDELLISKAM

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	SHAWN W. MUR	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 non-negotiable documents under Express Mail document reconstruction insurance is \$30,000.00 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, SP13 and SP21 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  
06-129-CD  
JUL 28 2006  
UN

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 UNCLAIMED 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

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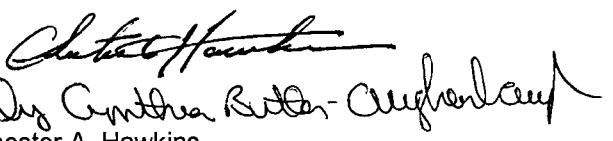
SHERIFF HAWKINS \$229.50

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

  
By Cynthia Butler-Coughlin  
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.

vs.

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 06-129-CD

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	\$ <u>64,899.22</u>
Interest from 3/30/06 to Date of Sale (\$11.59 per diem)	\$ <u>125.00</u> Prothonotary costs
Total	\$ _____ Plus costs as endorsed.
Add'l costs	\$ <u>2957.50</u> 

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/10/06

(SEAL)

By:

 Deputy

KAM

Received April 10, 2006 @ 12:30 P.M.  
Chester A. Kauffman  
by Cynthia Butch-Aylenko

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

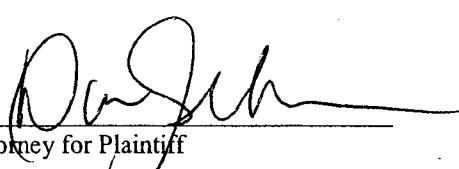
Int. from 3/30/06 \_\_\_\_\_  
to Date of Sale (\$11.59 per diem)

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 26<sup>th</sup> 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:**

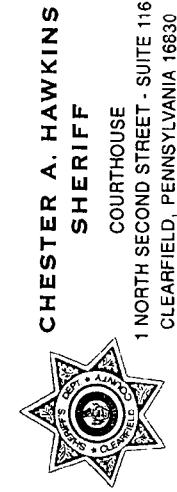
**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	64,899.22
SERVICE	15.00	INTEREST @ 11.5900 %	1,147.41
MILEAGE		FROM 03/30/2006 TO 07/07/2006	
LEVY	15.00		
MILEAGE	17.80	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	15.70	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	2,957.50
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$69,044.13
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	456.10
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	157.52
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$229.50</b>	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	
		<b>TOTAL COSTS</b>	<b>\$1,343.12</b>

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

CHESTER A. HAWKINS, Sheriff

**CERTIFIED MAIL**



COURTHOUSE

1 NORTH SECOND STREET - SUITE 116

CLEARFIELD, PENNSYLVANIA 16830

7005 0390 0003 7235 2169

155405  
\$04.880  
6/15/06  
PA 16830  
US POSTAGE

Rec  
7-6-06

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

**RTS**  
RETURN TO SENDER

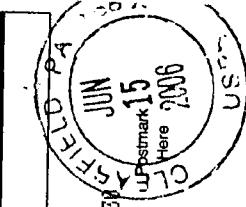
A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/ STREET  
     NOT DELIVERABLE AS ADDRESSED  
     - UNABLE TO FORWARD

**UNCLAIMED**

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

FHL LIPSBURG, PA 16866	
Postage	\$ 10.43
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.35
Restricted Delivery Fee (Endorsement Required)	\$ 0.10
Total Postage & Fees	\$ 14.88



Send To	MELINDA J. BOWMAN A/K/A MELINDA J. MUIR 713 MOSHANNON STREET 'LIPSBURG, PA 16866
Street, Apt. No., or PO Box No.	.....

PS Form 3800, June 2002  
See Reverse for Instructions

**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 AKA  
MELINDA J. MUR  
713 MOSHANNON STREET  
PHILIPSBURG, PA 16866

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

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 **7005 0390 0003 7235 2169**  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540





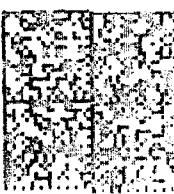
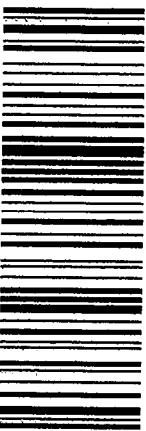
CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

7005 0390 0003 7235 2176



Handled

06/15/2006  
6-16-22  
6-16-22  
6-16-22  
\$0.880  
06/15/2006  
Mailed from 16830

US POSTAGE

Rec 7/6/06

A  
C  
S

INSUFFICIENT ADDRESS  
ATTEMPTED NOT KNOWN  
 NO SUCH NUMBER STREET  
 NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

OTHER

RTS  
RETURN TO SENDER

UNCLAIMED

SHAWN W MUIR  
213 MOSHANNON STREET  
PHILIPSBURG, PA 16866

PL  
PA  
6-16-22  
6-16-22  
6-16-22

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

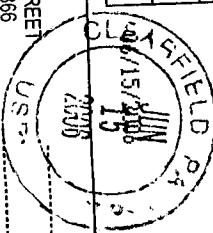
For delivery information visit our website at [www.usps.com](http://www.usps.com)®

PHILIPSBURG, PA 16866	
Postage	\$ 10.63
Certified Fee	\$2.40
Return Recipient Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$10.00
Total Postage & Fees	\$ 14.88

7005 0390 0003 7235 2176
SHAWN W MUIR 213 MOSHANNON STREET PHILIPSBURG, PA 16866
Street, Apt. No.: or PO Box No.: Phone: 710-44

Send To

SHAWN W MUIR  
213 MOSHANNON STREET  
PHILIPSBURG, PA 16866



**RETIRED MAIL**

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:**

SHAWN W MUR  
213 MOSHANNON STREET  
PHILLIPSBURG, PA 16866

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

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**

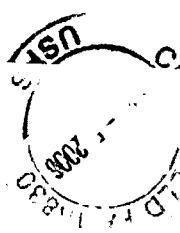
**7005 0390 0003 7235 2176**

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

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



CN

**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

: No. 06-129-CD

Melinda J. Bowman,

A/K/A Melinda J. Muir

Defendants

**ORDER**

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>
 <b>TOTAL</b>	 <b>\$71,175.32</b>

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** *acc*  
01/10/2007 Atty Chota  
AUG 24 2006 (local attorney)

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

IN THE COURT OF COMMON PLEAS OF 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

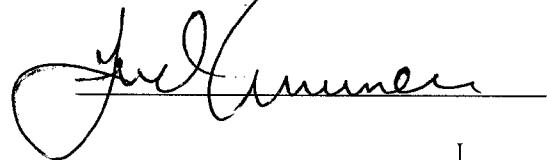
Defendants

**RULE**

AND NOW, this 2nd 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 23<sup>rd</sup> day of June 2006, at 11:30 A.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED  
012:47 AM  
JUN 05 2006  
1<sup>CC</sup>  
Atty Bradford  
(b)

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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©

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>
<b>TOTAL</b>	<b>\$71,175.32</b>

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: Michele M. Bradford  
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.

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

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
NO.  
CLEARFIELD COUNTY

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. Meholick, Court Administrator  
Clearfield County Courthouse

2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-764-1952  
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>
<b>TOTAL</b>	<b>\$ 64,169.05</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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: Francis S. Hallinan  
/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.

3/1/06

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 1/25/06

# **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

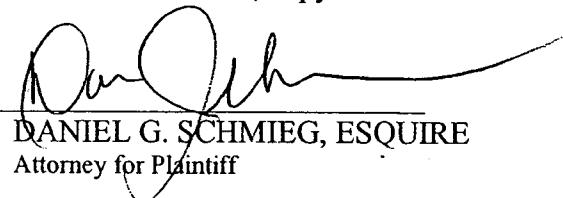
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

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>
<b>TOTAL</b>	<b>\$64,899.22</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: March 31, 2006

  
PRO PROTHY

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MAR 31 2006

William A. Shaw  
Prothonotary/Clerk of Courts

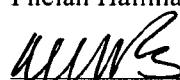
**VERIFICATION**

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

: Court of Common Pleas

Plaintiff : Civil Division

vs. : Clearfield County

Shawn W. Muir : No. 06-129-CD  
Melinda J. Bowman,  
A/K/A Melinda J. Muir

Defendants

**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.

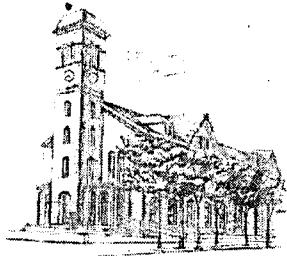
Shawn W. Muir  
Melinda J. Bowman,  
A/K/A Melinda J. Muir  
313 Lingle Street  
Osceola Mills, PA 16666

Shawn W. Muir  
Melinda J. Bowman,  
A/K/A Melinda J. Muir  
213 Moshannon Street  
Phillipsburg, PA 16866

DATE: 5/31/06

By:

Phelan Hallinan & Schmieg, LLP  
  
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: 10/15/04

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: