

06-295-CD
Wells Fargo Rank vs Edith Ery et al

Wells Fargo vs Edith Ery et al
2006-295-CD

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

Attorney for Plaintiff
File No.: 5.04363

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

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

No.: 06-295-CD

CIVIL ACTION
MORTGAGE FORECLOSURE

and

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,

Defendants.

Jan 16, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

Apr. 11, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

{00088399}

May 25, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

FILED 2006-05-25
m14100201 Any pd 85.00
FEB 23 2006
W. A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

Nov 17, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

NOTICE

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

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

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

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

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

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

Attorney for Plaintiff

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

Plaintiff,

Vs.

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

and

**Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,**

Defendants.

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.:

**CIVIL ACTION
MORTGAGE FORECLOSURE**

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, Wells Fargo Bank, NA as Trustee (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 1100 Corporate Center Drive, Raleigh, NC 27607.

2. Defendants, Edith M. Ery and Amos G. Hixon, (collectively, the "Defendants"), are adult individuals and are the real owners of the premises hereinafter described.

3. Edith M. Ery, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830.

Amos G. Hixon, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830.

4. On February 5, 2004, in consideration of a loan in the principal amount of \$47,200.00, the Defendant executed and delivered to WMC Mortgage Corporation a note (the "Note") with

interest thereon at 8.500 percent per annum, payable as to the principal and interest in equal monthly installments of \$362.93 commencing April 1, 2004.

5. To secure the obligations under the Note, the Defendants executed and delivered to WMC Mortgage Corporation a mortgage (the "Mortgage") dated February 5, 2004, recorded on March 5, 2004 in the Department of Records in and for the County of Clearfield under Mortgage Book 2004, Page 03365. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is the proper party Plaintiff herein by way of an assignment to be recorded.

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

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

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

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

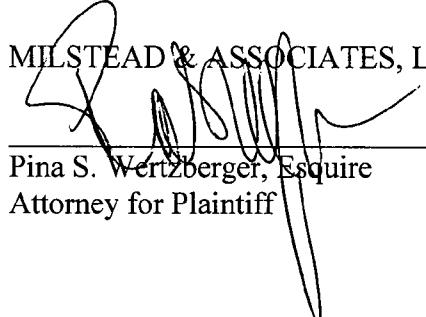
Plus, the following amounts accrued after December 14, 2005:

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

Late Charges of \$18.15 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S.'1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendants at 108 West 7th Avenue, Clearfield, PA 16830 as well as to address of residences as listed in paragraph 3 of this document on November 1, 2005, the notice pursuant to ' 403-C of Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are attached hereto as Exhibit "B" and made apart hereof.

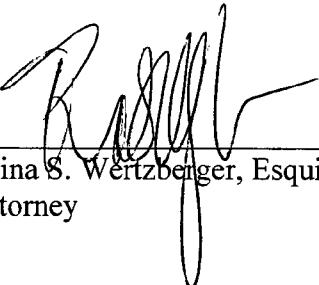
WHEREFORE, Plaintiff demands an in rem judgment against the Defendants for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$53,057.56, plus the following amounts accruing after December 14, 2005, to the date of judgment: (a) interest of \$10.89 per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


MILSTEAD & ASSOCIATES, LLC

Pina S. Wertzberger, Esquire
Attorney for Plaintiff

VERIFICATION

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



Name: Pina S. Wertzberger, Esquire
Title: Attorney

SCHEDULE "A"

90-01419362

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

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

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

THE SECOND THEREOF:

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

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

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

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

EXHIBIT A

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

EXHIBIT B

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

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

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

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

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

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

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

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

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

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

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

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

108 W. 7th Avenue, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

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

TOTAL AMOUNT PAST DUE: \$2,143.02

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

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGH

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS INCLUDED.

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

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

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

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

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

HOMEQ SERVICING

DF785

EDITH M ERY

**108 W 7TH AVE
CLEARFIELD, PA 16830**

**August 4, 2005
0321366684**

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HomEq Servicing Corporation is a debt collector. HomEq is attempting to collect a debt and any information obtained will be used for that purpose.

**SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES
THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice.** It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

108 W 7TH AVE CLEARFIELD, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$1,580.04
c) Late Charges:	\$0.00
d) Recoverable Corporate Advances:	\$124.04
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$289.31
g) Total amount required as of (due date):	\$1,414.77

2. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (Do not use if not applicable)

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1,414.77 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P. O. Box 70829 Charlotte, NC 28272 - 0829

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be approximately five (5) months from the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer

HomEq Servicing Corporation

Address

Attn: Account Research, Mail Code CA3345

P.O. Box 13716

Sacramento, CA 95853

1-800-795-5125

Telephone Number:

EFFECT OF SHERIFF'S SALE

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM [web site maintained by the State of Colorado]

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

Attorney for Plaintiff
File # 5.04363

Wells Fargo Bank, NA as Trustee,

Plaintiff,

Vs.

Edith M. Ery,

and

Amos G. Hixon,

Defendants.

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

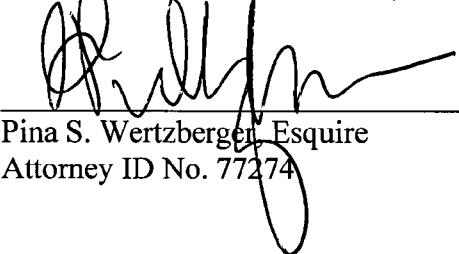
No.: 06-295-CD

**Praecipe to Reinstate Complaint in
Mortgage Foreclosure**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure for the above captioned matter.

MILSTEAD & ASSOCIATES, LLC



Pina S. Wertzberger, Esquire
Attorney ID No. 77274

FILED Atty pd. 7.00
APR 10 2006 13:13:01
1 Compl. Reinstate
to Shff

William A. Shaw
Prothonotary/Clerk of Courts 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101288
NO: 06-295-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, NA
VS.
DEFENDANT: EDITH M. ERY and AMOS G. HIXON

SHERIFF RETURN

NOW, March 08, 2006 AT 1:38 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDITH M. ERY DEFENDANT AT 108 WEST 7TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDITH ERY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
09-09-06
APR 10 2006
5

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

101288

WELLS FARGO BANK, NA

Case #

06-295-CD

vs.

EDITH M. ERY and AMOS G. HIXON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 09, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO AMOS G. HIXON, DEFENDANT. DEFENDANT LIVES IN TEXAS.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101288
NO: 06-295-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, NA
vs.
DEFENDANT: EDITH M. ERY and AMOS G. HIXON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	23033	20.00
SHERIFF HAWKINS	MILSTEAD	23033	27.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

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

Attorney for Plaintiff
File No.: 5.04363

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

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

Vs.

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

No.: 06-295-CD

**CIVIL ACTION
MORTGAGE FORECLOSURE**

and

**Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,**

Defendants.

I hereby certify this to be a true
and exact copy of the original
instrument in this case

FEB 23 2006

Attest:

{00088399}

[Signature]
Prothonotary
Clerk of Courts

NOTICE

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

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

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

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

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

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

Attorney for Plaintiff

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

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

Vs.

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

No.:

**CIVIL ACTION
MORTGAGE FORECLOSURE**

and

**Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,**

Defendants.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, Wells Fargo Bank, NA as Trustee (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 1100 Corporate Center Drive, Raleigh, NC 27607.

2. Defendants, Edith M. Ery and Amos G. Hixon, (collectively, the "Defendants"), are adult individuals and are the real owners of the premises hereinafter described.

3. Edith M. Ery, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830. Amos G. Hixon, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830.

4. On February 5, 2004, in consideration of a loan in the principal amount of \$47,200.00, the Defendant executed and delivered to WMC Mortgage Corporation a note (the "Note") with

interest thereon at 8.500 percent per annum, payable as to the principal and interest in equal monthly installments of \$362.93 commencing April 1, 2004.

5. To secure the obligations under the Note, the Defendants executed and delivered to WMC Mortgage Corporation a mortgage (the "Mortgage") dated February 5, 2004, recorded on March 5, 2004 in the Department of Records in and for the County of Clearfield under Mortgage Book 2004, Page 03365. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is the proper party Plaintiff herein by way of an assignment to be recorded.

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

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

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

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

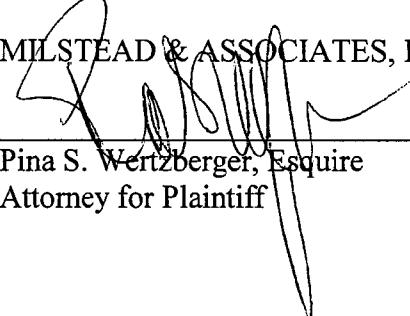
Plus, the following amounts accrued after December 14, 2005:

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

Late Charges of \$18.15 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S.'1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendants at 108 West 7th Avenue, Clearfield, PA 16830 as well as to address of residences as listed in paragraph 3 of this document on November 1, 2005, the notice pursuant to ' 403-C of Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are attached hereto as Exhibit "B" and made apart hereof.

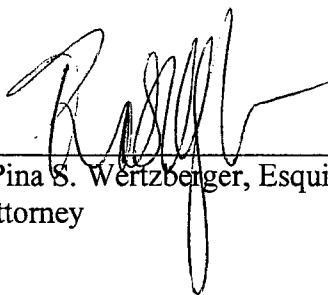
WHEREFORE, Plaintiff demands an in rem judgment against the Defendants for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$53,057.56, plus the following amounts accruing after December 14, 2005, to the date of judgment: (a) interest of \$10.89 per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


MILSTEAD & ASSOCIATES, LLC

Pina S. Wertzberger, Esquire
Attorney for Plaintiff

VERIFICATION

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



Name: Pina S. Wertzberger, Esquire
Title: Attorney

SCHEDULE "A"

90-01419362

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

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

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

THE SECOND THEREOF:

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

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

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

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

EXHIBIT A

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

EXHIBIT B

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

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

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

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

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

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

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

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

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

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

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

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

108 W. 7th Avenue, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

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

TOTAL AMOUNT PAST DUE: \$2,143.02

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

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGH..

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS INCLUDED.

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

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

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

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

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

HOMEQ SERVICING

DF785

EDITH M ERY

108 W 7TH AVE
CLEARFIELD, PA 16830

August 4, 2005
0321366684

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

**HomEq Servicing Corporation is a debt collector. HomEq is attempting to collect a debt and any information obtained will be used for that purpose.
SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES
THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice.** It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

108 W 7TH AVE CLEARFIELD, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$1,580.04
c) Late Charges:	\$0.00
d) Recoverable Corporate Advances:	\$124.04
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$289.31
g) Total amount required as of (due date):	\$1,414.77

2. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (Do not use if not applicable)

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1,414.77 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P. O. Box 70829 Charlotte, NC 28272 - 0829

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345
	P.O. Box 13716
	Sacramento, CA 95853
Telephone Number:	1-800-795-5125

EFFECT OF SHERIFF'S SALE

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM [web site maintained by the State of Colorado])

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

Attorney for Plaintiff
File # 5.04363

Wells Fargo Bank, NA as Trustee,

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

Vs.

No.: 06-295-CD

Edith M. Ery,

**Praecipe to Reinstate Complaint in
Mortgage Foreclosure**

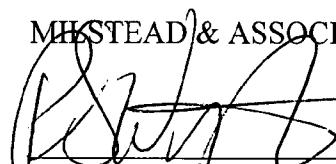
and

Amos G. Hixon,

Defendants.

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure for the above captioned matter.

MILSTEAD & ASSOCIATES, LLC

Pina S. Wertzberger, Esquire
Attorney ID No. 77274

{00096062}

FILED Atty pd.7.00
m 11:01 AM
MAY 25 2006 3 Compl.
Reinstated to
William A. Shaw
Prothonotary/Clerk of Courts
Atty
CR

MILSTEAD & ASSOCIATES, L.L.C.
BY: **Pina S. Wertzberger, Esquire**
Attorney ID# 77274
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA as Trustee

Plaintiff,
vs.
Edith M. Ery
and
Amos G. Hixon

Defendants.

Our file No. 5.04363

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
NO. 06-295-CD

ORDER GRANTING ALTERNATIVE SERVICE PURSUANT TO
PENNSYLVANIA R.C.P. 430

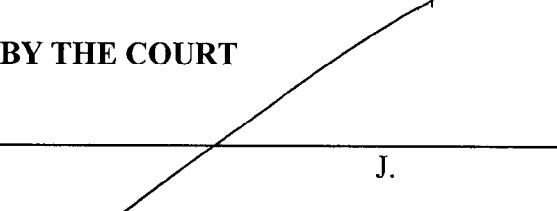
This matter being opened to the Court by Pina S. Wertzberger, Esquire, attorney for Wells Fargo Bank, NA as Trustee, Plaintiff, upon a Motion for Order Granting Alternative Service, pursuant to Pennsylvania R.C.P. 430, and the Court having reviewed and considered the pleading submitted in connection with this matter and good cause shown:

IT IS on this day of , 2006 ORDERED that the Motion for Alternative Service is GRANTED and IT IS FURTHER ORDERED that service of the Complaint in Mortgage Foreclosure upon the Defendant, Amos G. Hixon, shall be made by posting and tacking the Complaint in Mortgage Foreclosure on the mortgaged premises known as 108 West 7th Avenue, Clearfield, PA 16830(the "Premises") and by certified and regular mail to the Defendant's last known address of 108 West 7th Avenue, Clearfield, PA 16830.

FURTHER, it is ORDERED that the Plaintiff may serve all subsequent notices and pleadings that require personal service in the manner set forth above.

Service shall be deemed effectuated and completed upon the posting or mailing whichever is later.

BY THE COURT



J.

MILSTEAD & ASSOCIATES, L.L.C.
BY: **Pina S. Wertzberger, Esquire**
Attorney ID# 77274
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA as Trustee

Plaintiff,
vs.
Edith M. Ery
and
Amos G. Hixon
Defendants.

FILED *acc*
OCT 13 2006 *Att'y*

William A. Shaw
Prothonotary/Clerk of Courts

Our file No. 5.04363

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County
NO. 06-295-CD

**MOTION FOR ALTERNATIVE SERVICE PURSUANT TO
PENNSYLVANIA R.C.P. 430**

TO THE HONORABLE JUDGE OF SAID COURT:

AND NOW, comes plaintiff, Wells Fargo Bank, NA as Trustee, by its attorney Pina S. Wertzberger, Esquire and moves this Honorable Court for an Order permitting Alternative Service upon the Defendant, Amos G. Hixon, by posting and tacking a copy of the Complaint in Mortgage Foreclosure upon the property known as 108 West 7th Avenue, Clearfield, PA 16830 and by certified and regular mail to Defendant's last known address pursuant to Pennsylvania Rule of Civil Procedure 430 and avers in support thereof:

1. Plaintiff filed suit against the Defendants, Amos G. Hixon (the "Defendant") and Edith M. Ery (collectively the "Defendants) in Mortgage Foreclosure on or about February 23, 2006.

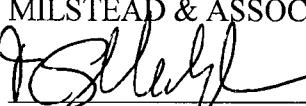
2. Plaintiff, Wells Fargo Bank, NA as Trustee, ("Plaintiff") is the mortgagee by way of an assignment to be recorded.

3. Plaintiff has made several attempts to effectuate service of the Complaint in Mortgage Foreclosure upon the Defendant, Amos G. Hixon. Personal service was attempted on the Defendant at 108 West 7th Avenue, Clearfield, PA 16830. The Sheriff's Return of Service indicates that the Defendant was "not found" and that the Defendant "lives in Texas." A copy of the return is attached to the Affidavit and made a part hereof as Exhibit "A".

4. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. A copy of the Affidavit of Reasonable Investigation is attached to the Affidavit as Exhibit "B" and made a part hereof. Said investigation provides no new address information for the Defendant.

5. Plaintiff has attempted to ascertain the present address of the Defendant, but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order permitting service upon said Defendant, Amos G. Hixon, by posting and tacking a copy of the Complaint in Mortgage Foreclosure on the property known as 108 West 7th Avenue, Clearfield, PA 16830 and by certified and regular mail, return receipt requested to the last known addresses for the Defendant.

Respectfully submitted,
MILSTEAD & ASSOCIATES, LLC


Pina S. Wertzberger, Esquire
Attorney ID No.: 77274

MILSTEAD & ASSOCIATES, L.L.C.
BY: **Pina S. Wertzberger, Esquire**
Attorney ID# 77274
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA as Trustee

Plaintiff,

vs.

Edith M. Ery

and

Amos G. Hixon

Defendants.

Our file No. 5.04363

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 06-295-CD

**AFFIDAVIT IN SUPPORT OF
MOTION FOR ALTERNATIVE SERVICE**

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

:

I, Pina S. Wertzberger, Esquire, being duly sworn according to law, hereby depose and say that the facts set forth in the foregoing Motion for Alternative Service are true and correct to the best of my knowledge, information and belief.

1. Plaintiff filed suit against the Defendants, Amos G. Hixon (the "Defendant") and Edith M. Ery (collectively the "Defendants) in Mortgage Foreclosure on or about February 23, 2006.

2. Plaintiff, Wells Fargo Bank, NA as Trustee, ("Plaintiff") is the mortgagee by way of an assignment to be recorded.

3. Plaintiff has made several attempts to effectuate service of the Complaint in Mortgage Foreclosure upon the Defendant, Amos G. Hixon. Personal service was attempted on the Defendant at 108 West 7th Avenue, Clearfield, PA 16830. The Sheriff's Return of Service indicates that the Defendant was "not found" and that the Defendant "lives in Texas." A copy of the return is attached to the Affidavit and made a part hereof as Exhibit "A".

4. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. A copy of the Affidavit of Reasonable Investigation is attached to the Affidavit as Exhibit "B" and made a part hereof. Said investigation provides no new address information for the Defendant.

5. Plaintiff has attempted to ascertain the present address of the Defendant, but has been unable to do so.

Milstead & Associates, LLC



Pina S. Wertzberger, Esquire
Attorney ID No.: 77274

Exhibit A

{00128605}

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101288**

WELLS FARGO BANK, NA

Case # **06-295-CD**

vs.

EDITH M. ERY and AMOS G. HIXON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 09, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO AMOS G. HIXON, DEFENDANT. DEFENDANT LIVES IN TEXAS.

SERVED BY: /

Exhibit B

{00128605}

**Confidential
Investigative
Services, Inc.**

Plaintiff: Wells Fargo Bank

County: Clearfield

vs.

Term #: 06-295 CD

Defendant: Edith M. Ery and Amos G. Hixon

Locate: Amos G. Hixon

Address Given: 108 W 7th Avenue, Clearfield, PA 16830

**ATTENTION: Lisa Thomas
Michael Milstead, LLC
220 Lake Drive, East, Suite 301
Cherry Hill, NJ 08002
File #: 5.04363**

**AMENDED
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

LAST KNOWN ADDRESS

108 W 7th Avenue, Clearfield, PA 16830

INQUIRY OF THE CREDIT BUREAU

The credit bureau reports that the most current address of the subject is 108 W 7th Avenue, Clearfield, PA 16830.

INQUIRY OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

The Pennsylvania Department of Transportation – Division of Motor Vehicles reports no record of the subject in their files.

INQUIRY OF THE U.S. POST OFFICE (FOIA)

The Clearfield Post Office reports mail is good as addressed to the subject at 108 West 7th Avenue, Clearfield, PA 16830.

SEARCH OF LOCAL TELEPHONE DIRECTORIES & PHONE COMPANY OPERATOR CONTACT

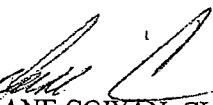
The telephone company operator reports no listings issued to the subject at 108 W 7th Avenue.

CONTACTS

A female occupant of 7250, reports that she is not familiar with the subject or the property at 7220 New US. A search of the subject's address of 108 West 7th Avenue yielded no results; a MapQuest of the same address provided no such address. No neighbors could be found for this address.

I CERTIFY UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

AFFIANT:


DIANE COWAN, CLI

SWORN & SUBSCRIBED BEFORE ME THIS 18th
OF May, 2008

NOTARY PUBLIC

NOTARIAL SEAL
SUSAN L. ROSENFELD, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 11, 2008

235 South 13th Street
Philadelphia, PA 19107
(215) 546-7400
(800) 503-7400
Fax (215) 985-0169

Inquiry Information:

Date of Inquiry: 03/13/2006
UserID: DIANE

Subject Information: Name: hixon, amos

Current Address: 108 7th AV W
clearfield, PA 16830

Report Results

*229 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,
,ATLANTA, GA, 30374-0241, 800/685-1111

NO RECORD FOUND FOR THIS INQUIRY

END OF REPORT EQUIFAX AND AFFILIATES - 03/13/06

Transaction Number : 3243.0

TRANSUNION ID SEARCH REPORT

<FOR> <SUB NAME> <MKT SUB> <INFILE> <DATE> <TIME>
(I) Z PH0004699 B&R SUC PROF 17 PH 03/13/06 14:50CT

<SUBJECT>

HIXON, AMOS

<CURRENT ADDRESS>

108 W. 7TH AV., CLEARFIELD PA. 16830

<DATE RPTD>

3/06

S P E C I A L M E S S A G E S

****HIGH RISK FRAUD ALERT:HIGH RISK FRAUD ALERT SYSTEM ACCESS NOT
AUTORIZED***

NO SUBJECT FOUND

END OF TRANSUNION REPORT

B&R

Court Filing

Services for Professionals Inc.
Process Serving

Court Reporting

Postmaster
Clearfield, PA 16830
City, State, ZIP Code

Date: March 24, 2006

Please provide apartment number or
physical address information for post office box,
if applicable

Request for Change of Address or Boxholder Information Needed for Services of Legal Process

PLEASE FURNISH THE NEW ADDRESS OR THE NAME AND THE STREET ADDRESS (IF A BOXHOLDER) FOR THE FOLLOWING:
Name: Amos G. Hixon

Address: 108 W. 7th Avenue

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.8(d)(6)(u). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester is a process server.
2. Statute or regulation that empowers me to serve process is Pennsylvania Rules of Civil Procedure 400.1.
3. The names of all known parties to the litigation: Wells Fargo Bank v. Edith M. Ery and Amos G. Hixon
4. The Court in which the case has been or will be heard: Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been issued: 06-295 CD
6. The capacity in which this individual is to be served is a defendant.

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001)

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.



Signature

Diane Cowan _____
Printed Name

235 South 13th Street
Address

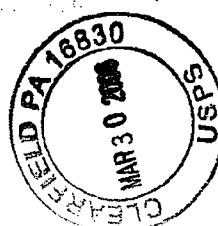
Philadelphia, PA 19107
City, State, ZIP Code



FOR POST OFFICE USE ONLY

Mail is good as addressed.
 Not known at address given.
 Moved, left no forwarding address.
 No such address.

NEW ADDRESS OR BOXHOLDER'S POSTMARK
NAME AND STREET ADDRESS



A search of subject's address of **108 West 7th Avenue** yielded no results; a MapQuest® of the same address provided no such address. No neighbors could be found for this address.

7220 New US 223

Pfaff, Jennifer 7250 New Us 223 Ottawa Lake, MI 49267-9730	734-856-2955
Female occupant reports that she is not familiar with the subject or the property at 7220 New US.	

The telephone co. operator rpts. no listings issued to the subject at the above noted addresses or in the area.

MILSTEAD & ASSOCIATES, L.L.C.
BY: **Pina S. Wertzberger, Esquire**
Attorney ID# 77274
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA as Trustee

Plaintiff,
vs.
Edith M. Ery
and
Amos G. Hixon
Defendants.

Our file No. 5.04363

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
NO. 06-295-CD

**MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR ALTERNATIVE SERVICE**

I. INTRODUCTION

This matter comes before the Court upon the motion of plaintiff, Wells Fargo Bank, NA as Trustee, for an order permitting substituted service of the Complaint in Mortgage Foreclosure pursuant to Pa. R.C.Pro. 430(a) upon the Defendant, Amos G. Hixon.

II. FACTS

Plaintiff filed suit against the Defendants, Amos G. Hixon (the “Defendant”) and Edith M. Ery (collectively the “Defendants) in Mortgage Foreclosure on or about February 23, 2006.

Plaintiff, Wells Fargo Bank, NA as Trustee, (“Plaintiff”) is the mortgagee by way of an assignment to be recorded.

Plaintiff has made several attempts to effectuate service of the Complaint in Mortgage

Foreclosure upon the Defendant, Amos G. Hixon. Personal service was attempted on the Defendant at 108 West 7th Avenue, Clearfield, PA 16830. The Sheriff's Return of Service indicates that the Defendant was "not found" and that the Defendant "lives in Texas." A copy of the return is attached to the Affidavit and made a part hereof as Exhibit "A".

Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. A copy of the Affidavit of Reasonable Investigation is attached to the Affidavit as Exhibit "B" and made a part hereof. Said investigation provides no new address information for the Defendant.

Plaintiff has attempted to ascertain the present address of the Defendant, but has been unable to do so.

III LEGAL ARGUMENT

According to Pa. R.C.Pro. 430(a), a plaintiff may petition the court to provide an alternative method of service if the plaintiff cannot effectuate service upon the Defendant. The rule requires the affidavit presented in support of the motion for alternative service to state "the nature and extent of the investigation which has been made to determine the whereabouts of the Defendants and the reasons why service cannot be made." Pa.R.C.Pro. 430(a). The purpose of this procedure is to provide proof that a good faith effort has been made to effect service under normal methods.

Rule 430 provides in pertinent part:

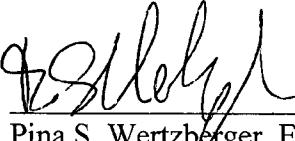
If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendants and the reasons why service cannot be made.

Pa.R.Civ.P. 430(a). It is well settled that, pursuant to Pa.R.Civ.P. 430(a), a method of substituted service which is reasonable calculated to give actual notice depending upon "what is reasonable under the circumstances, considering the interest at stake and the burden of providing notice" is acceptable. Romeo v. Looks, 369 Pa. Super. 608, 616 (1987).

The instant matter is a mortgage foreclosure action. Clearly, service upon the Defendant by posting the mortgaged premises, sending certified and regular mail to the Defendant's last known address is reasonably calculated to provide notice to the Defendant in light of the efforts already made by the Plaintiff to effectuate personal service. Plaintiff has attached an affidavit to its Motion which sets forth the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant. The Motion and the affidavit illustrate that Plaintiff has made a good faith effort to effectuate service under normal methods. Substituted service in the instant matter is appropriate under Pa.R.Civ.P. 430(a).

IV CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint in Mortgage Foreclosure by certified and regular mail to the Defendant's last known address and by posting of the mortgaged premises.



Pina S. Wertzberger, Esquire
Attorney ID No.: 77274

MILSTEAD & ASSOCIATES, L.L.C.
BY: **Pina S. Wertzberger, Esquire**
Attorney ID# 77274
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA as Trustee

Plaintiff,
vs.
Edith M. Ery
and
Amos G. Hixon
Defendants.

Our file No. 5.04363

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County
NO. 06-295-CD

CERTIFICATE OF SERVICE

I, Pina S. Wertzberger, Esquire, counsel for Plaintiff, Wells Fargo Bank, NA as Trustee, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court was served on the following persons by first class mail, postage pre-paid, on the ~~10~~th day of October, 2006:

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830

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



Pina S. Wertzberger, Esquire
Attorney ID No. 77274

LA
FILED

3CC
07347/061 Atty Westzberger
OCT 16 2006
6K

William A. Shaw
Prothonotary/Clerk of Courts

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

WELLS FARGO BANK, NA as Trustee, *
Plaintiff *
vs. * NO. 06-295-CD
EDITH M. FRY and AMOS G. HIXON, *
Defendants *

O R D E R

NOW, this 13th day of October, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Amos G. Hixon** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by first class mail and by certified mail, return receipt requested, at the Defendant's last known address, 108 West 7th Avenue, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 108 West 7th Avenue, Clearfield, PA 16830. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and first class mail to Defendant's last known address. Notice of Sheriff Sale, pursuant to Pennsylvania Rule of Civil Procedure 3129, may be made upon Defendant, **Amos G. Hixon**, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

BY THE COURT,


FREDERIC J. AMMERMAN
President Judge

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

Attorney for Plaintiff

Wells Fargo Bank, NA as Trustee,
Plaintiff,
Vs.
Edith M. Ery,
and
Amos G. Hixon,
Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 06-295 CD

Praecipe to Reinstate Complaint in
Mortgage Foreclosure

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure for the above captioned matter.

MILSTEAD & ASSOCIATES, LLC

Pina S. Wertzberger, Esquire
Attorney ID No. 77274

FILED
m/3/2006 Atty pd. 7.00
NOV 17 2006 2CC
2 Compl. Reinstate
to Shff
William A. Shaw
Prothonotary/Clerk of Courts

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

Attorney for Plaintiff
File 5.04363

Wells Fargo Bank, NA as Trustee,
Plaintiff,
Vs.
Edith M. Ery,
and
Amos G. Hixon,
Defendant(s).

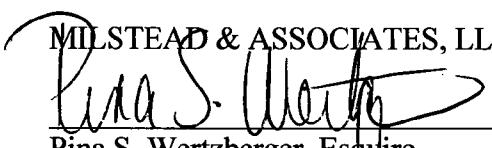
COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 06-295 CD

Praeclipe to Reinstate Complaint in
Mortgage Foreclosure

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure for the above captioned matter.


MILSTEAD & ASSOCIATES, LLC
Pina S. Wertzberger, Esquire
Attorney ID No. 77274

FILED
JAN 16 2007
n/12:20(w) *Ex*
William A. Shaw
Prothonotary/Clerk of Courts
I CERT TO ATTY
w/REINSTATE COMPLAINT

MILSTEAD & ASSOCIATES, LLC

By: Pina S. Wertzberger, Esquire
Attorney ID# 77274
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

Our File No.: 5.04363

Wells Fargo Bank, NA as Trustee : **COURT OF COMMON PLEAS**
1100 Corporate Center Drive : **CLEARFIELD COUNTY**
Raleigh, NC 27607 :

Plaintiff

:

:

Vs. : **No.: 06-295-CD**

:

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

:

:

and

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830

FILED
M 11:10 AM
JAN 24 2007
NO CC
S

William A. Shaw
Prothonotary/Clerk of Courts

Defendants.

AFFIDAVIT OF SERVICE

I, Pina S. Wertzberger, Esquire, of full age, being duly sworn according to the law, upon my oath, depose and say:

A copy of the Reinstated Complaint was sent to the Defendant, Amos G. Hixon, certified mail and regular mail per Order of Court attached hereto as Exhibit "A" on January 22, 2007 to 108 West 7th Avenue, Clearfield, PA 16830. A copy of the addressed postage paid envelopes are attached hereto and made a part hereof as Exhibit

"B."



Pina S. Wertzberger, Esquire
Attorney ID #77274

EXHIBIT A

5.04363

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

WELLS FARGO BANK, NA as Trustee, *
Plaintiff *
vs. * NO. 06-295-CD
EDITH M. FRY and AMOS G. HIXON, *
Defendants *

ORDER

NOW, this 13th day of October, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Amos G. Hixon** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by first class mail and by certified mail, return receipt requested, at the Defendant's last known address, 108 West 7th Avenue, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 108 West 7th Avenue, Clearfield, PA 16830. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and first class mail to Defendant's last known address. Notice of Sheriff Sale, pursuant to Pennsylvania Rule of Civil Procedure 3129, may be made upon Defendant, **Amos G. Hixon**, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

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

BY THE COURT,

/s/ Fredric J. Ammerman

OCT 16 2006

FREDRIC J. AMMERMAN
President Judge

Attest.

William A. Ammerman
Prothonotary/
Clerk of Courts

CERTIFIED MAIL

ssociates, LLC
ve East, Suite 301
NJ 08002



7633 3859 6533 947 3801 3901 067

RETURN RECEIPT REQUESTED



UNITED STATES POSTAL SERVICE
02 1P PINNEY BOWLES
0002388662 \$ 04.640
MAILED FROM ZIP CODE 08002
JAN 22 2007

EXHIBIT B

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830

Amos & Associates, LLC
land Falls Corporate Park
ake Drive East - Suite 301
herry Hill, NJ 08002

EXHIBIT B

Amos G. Hixon
108^W 7th Avenue
Clearfield, PA 16830



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102173
NO: 06-295-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, NA

VS.

DEFENDANT: EDITH M. ERY and AMOS G. HIXON

SHERIFF RETURN

NOW, November 29, 2006 AT 2:35 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 108 WEST 7TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER / DEHAVEN

FILED

0/2:20 LM
FEB 14 2007

W.M.
William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102173
NO: 06-295-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, NA
vs.
DEFENDANT: EDITH M. ERY and AMOS G. HIXON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	28903	10.00
SHERIFF HAWKINS	MILSTEAD	28903	11.00

Sworn to Before Me This

So Answers,

Day of 2007

Chester A. Hawkins
by *Marilyn L. Harris*

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

Attorney for Plaintiff
File No.: 5.04363

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

Vs.

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

No.: 06-295-CD

CIVIL ACTION
MORTGAGE FORECLOSURE

and

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,

Defendants.

11-17-06 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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

NOV 17 2006

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts
(00088399)

FILED
4:00
FEB 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

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

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

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

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

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

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

Attorney for Plaintiff

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

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

No.:

Vs.

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

**CIVIL ACTION
MORTGAGE FORECLOSURE**

and

**Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,**

Defendants.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, Wells Fargo Bank, NA as Trustee (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 1100 Corporate Center Drive, Raleigh, NC 27607.

2. Defendants, Edith M. Ery and Amos G. Hixon, (collectively, the "Defendants"), are adult individuals and are the real owners of the premises hereinafter described.

3. Edith M. Ery, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830. Amos G. Hixon, Defendant, resides at 108 West 7th Avenue, Clearfield, PA 16830.

4. On February 5, 2004, in consideration of a loan in the principal amount of \$47,200.00, the Defendant executed and delivered to WMC Mortgage Corporation a note (the "Note") with

interest thereon at 8.500 percent per annum, payable as to the principal and interest in equal monthly installments of \$362.93 commencing April 1, 2004.

5. To secure the obligations under the Note, the Defendants executed and delivered to WMC Mortgage Corporation a mortgage (the "Mortgage") dated February 5, 2004, recorded on March 5, 2004 in the Department of Records in and for the County of Clearfield under Mortgage Book 2004, Page 03365. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is the proper party Plaintiff herein by way of an assignment to be recorded.

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

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

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

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

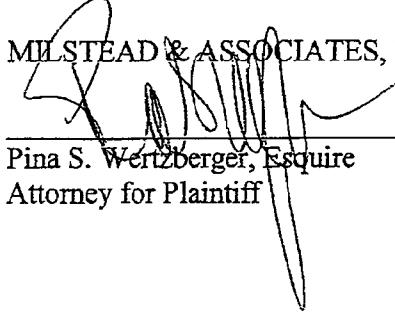
Plus, the following amounts accrued after December 14, 2005:

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

Late Charges of \$18.15 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S.'1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendants at 108 West 7th Avenue, Clearfield, PA 16830 as well as to address of residences as listed in paragraph 3 of this document on November 1, 2005, the notice pursuant to ' 403-C of Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are attached hereto as Exhibit "B" and made apart hereof.

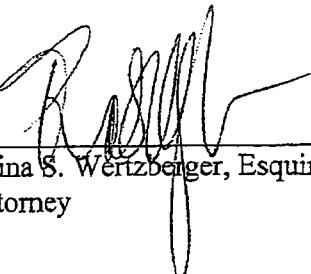
WHEREFORE, Plaintiff demands an in rem judgment against the Defendants for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$53,057.56, plus the following amounts accruing after December 14, 2005, to the date of judgment: (a) interest of \$10.89 per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


MC STEAD & ASSOCIATES, LLC

Pina S. Wetzberger, Esquire
Attorney for Plaintiff

VERIFICATION

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



Name: Pina S. Wertzberger, Esquire
Title: Attorney

SCHEDULE "A"

90-01419362

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

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

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

THE SECOND THEREOF:

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

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

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

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

EXHIBIT A

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

EXHIBIT B

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

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

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

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

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

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

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

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

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

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

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

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

108 W. 7th Avenue, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

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

TOTAL AMOUNT PAST DUE: \$2,143.02

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

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGH...

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS INCLUDED.

Michael J. Milstead

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

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

CLEARFIELD COUNTY

GCCS of Northeastern PA
202 W. Hamilton Avenue

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

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

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

HOMEQ SERVICING

DF785

EDITH M ERY

108 W 7TH AVE
CLEARFIELD, PA 16830

August 4, 2005
0321366684

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HomEq Servicing Corporation is a debt collector. HomEq is attempting to collect a debt and any information obtained will be used for that purpose.

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES
THIS NOTICE CONTINUES ON THE NEXT PAGE



11

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer immediately of your intentions.**

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

108 W 7TH AVE CLEARFIELD, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$1,580.04
c) Late Charges:	\$0.00
d) Recoverable Corporate Advances:	\$124.04
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$289.31
g) Total amount required as of (due date):	\$1,414.77

2. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (Do not use if not applicable)

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1,414.77 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P. O. Box 70829 Charlotte, NC 28272 - 0829

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be approximately five (5) months from the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer

HomEq Servicing Corporation

Address

Attn: Account Research, Mail Code CA3345

P.O. Box 13716

Sacramento, CA 95853

Telephone Number:

1-800-795-5125

EFFECT OF SHERIFF'S SALE

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM [web site maintained by the State of Colorado)

MILSTEAD & ASSOCIATES, LLC

By: Pina S. Wertzberger, Esquire
Attorney ID# 77274
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

Our File No.: 5.04363

Wells Fargo Bank, NA as Trustee

: **COURT OF COMMON PLEAS**
: **CLEARFIELD COUNTY**

Plaintiff

:

Vs.

:

**Edith M. Ery and
Amos G. Hixon,**

: **No.: 06-295-CD**

Defendant.

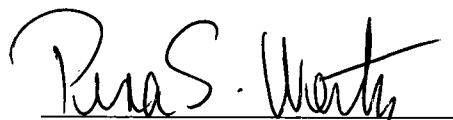
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AFFIDAVIT OF SERVICE

I, Pina S. Wertzberger, Esquire, of full age, being duly sworn according to the law, upon my oath, depose and say that the Defendant, Amos G. Hixon was served with the Complaint pursuant to Court Order dated; October 16, 2006 attached hereto as Exhibit "A" via publication in Clearfield County Legal Journal on February 2, 2007. The original Proof of the Publication is attached hereto and made a part hereof as Exhibit "B."



Pina S. Wertzberger, Esquire
Attorney ID #77274

{00137292}

FILED NOCC
M 11 2007
FEB 23 2007
William A. Shaw
Prothonotary/Clerk of Courts

5.04363

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

WELLS FARGO BANK, NA as Trustee, *
Plaintiff *
vs. * NO. 06-295-CD
EDITH M. ERY and AMOS G. HIXON, *
Defendants *

ORDER

NOW, this 13th day of October, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Amos G. Hixon** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by first class mail and by certified mail, return receipt requested, at the Defendant's last known address, 108 West 7th Avenue, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 108 West 7th Avenue, Clearfield, PA 16830. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and first class mail to Defendant's last known address. Notice of Sheriff Sale, pursuant to Pennsylvania Rule of Civil Procedure 3129, may be made upon Defendant, **Amos G. Hixon**, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

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

BY THE COURT,

/s/ Fredric J. Ammerman

EXHIBIT A

OCT 16 2006

FREDRIC J. AMMERMAN
President Judge

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

PROOF OF PUBLICATION

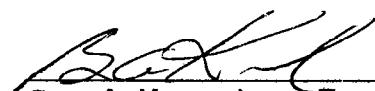
STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

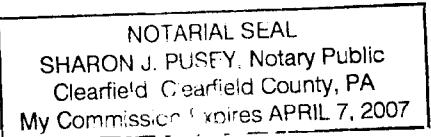
On this 2nd day of February AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of February 2, 2007, Vol. 18 No. 5. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pusey
Notary Public
My Commission Expires



Milstead & Associates LLC
220 Lake Drive East Suite 301
Cherry Hill NJ 08002

EXHIBIT B

FILED

FEB 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

SyL

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 06-295-CD**

Wells Fargo Bank, NA as Trustee, 1100 Corporate Center Drive, Raleigh, NC 27607, Plaintiff, Vs. Edith M. Ery, 108 West 7th Avenue, Clearfield, PA 16830 and Amos G. Hixon, 108 West 7th Avenue, Clearfield, PA 16830, Defendants.

TO: Amos G. Hixon

TYPE OF ACTION: CIVIL ACTION IN
MORTGAGE FORECLOSURE

PREMISES SUBJECT TO FORE-
CLOSURE: 108 West 7th Avenue,
Clearfield, PA 16830

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing to the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered

against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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 Notice To Defend

David S. Meholic, Court Admin.,
Clearfield County Courthouse, 230 E.
Market Street, Clearfield, PA 16830, 814-
765-2641 ex. 5982.

MILSTEAD & ASSOCIATES, LLC

BY: Pina S. Wertzberger, Esquire

ID No. 77274

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorney for Plaintiff

MILSTEAD & ASSOCIATES, LLC

By: Pina S. Wertzberger, Esquire
Attorney ID# 77274
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

Our File No.: 5.04363

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

: **COURT OF COMMON PLEAS**
: **CLEARFIELD COUNTY**

:

Plaintiff

:

Vs.

:

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

:

and

:

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830

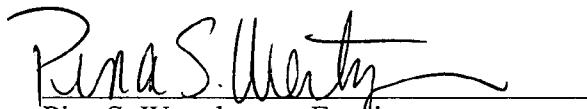
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Defendants.

:

AFFIDAVIT OF SERVICE

I, Pina S. Wertzberger, Esquire, of full age, being duly sworn according to the law, upon my oath, depose and say that the Defendant, Amos G. Hixon was served with the Complaint pursuant to Court Order dated October 16, 2006; attached hereto as Exhibit "A" via publication in The Progress on January 24, 2007. The original Proof of the Publication are attached hereto and made a part hereof as Exhibit "B."


Pina S. Wertzberger, Esquire
Attorney ID #77274

FILED NO CC
MT 12/14/2007
MAR 05 2008
S

William A. Shaw
Prothonotary/Clerk of Courts

5.04363

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

WELLS FARGO BANK, NA as Trustee, *
Plaintiff *
vs. * NO. 06-295-CD
EDITH M. FRY and AMOS G. HIXON, *
Defendants *

ORDER

NOW, this 13th day of October, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Amos G. Hixon** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by first class mail and by certified mail, return receipt requested, at the Defendant's last known address, 108 West 7th Avenue, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 108 West 7th Avenue, Clearfield, PA 16830. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and first class mail to Defendant's last known address. Notice of Sheriff Sale, pursuant to Pennsylvania Rule of Civil Procedure 3129, may be made upon Defendant, **Amos G. Hixon**, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

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

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest,

William L. Ammerman
Prothonotary/
Clerk of Courts

OCT 16 2006

EXHIBIT A

COURT OF
COMMON PLEAS
CLEARFIELD COUNTY
No.: 06-295-CD
MILSTEAD & ASSOCIATES, LLC
BY: Pina S. Wertzberger, Esquire

ID No. 77274
2201 Lake Drive East,
Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney for Plaintiff
Wells Fargo Bank,
NA as Trustee
1100 Corporate Center Drive
Raleigh, NC 27607
Plaintiff,
Vs.

Edith M. Ery
108 West 7th Avenue
Clearfield, PA 16830
and
Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830
Defendants.

TO: Amos G. Hixon

TYPE OF ACTION:
CIVIL ACTION
INMORTGAGE FORECLOSURE
PREMISES SUBJECT
TO FORECLOSURE:

108 West 7th Avenue,
Clearfield, PA 16830

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing to the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GOTO 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
Notice To Defend
David S. Meholic, Court Admin.
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
814-765-2641 ext. 5982

1:24-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

SS:

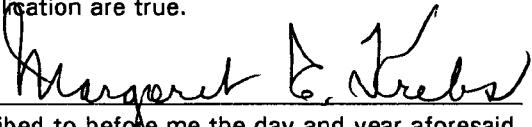
EXHIBIT B

COUNTY OF CLEARFIELD

On this 2nd day of February, A.D. 20 07, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of January 24, 2007.

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.



Sworn and subscribed to before me the day and year aforesaid.



Cheryl J. Robison
Notary Public
Clearfield, Pa.

My Commission Expires
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2007
Member, Pennsylvania Association Of Notaries

MILSTEAD & ASSOCIATES, LLC
BY: PINA S. WERTZBERGER, ESQUIRE
Attorney ID# 77274
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorneys for Plaintiff

Wells Fargo Bank, NA as Trustee
701 Corporate Center Drive
Raleigh, NC 27607,
Plaintiff,

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
:
:
: No.: 06-295 CD

Vs.

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

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830,
Defendants.

:
:
:
:
:
:
:
:

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

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff and against **Edith M. Ery and Amos G. Hixon**, Defendants for failure to file an Answer on 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	\$53,057.56
Interest – 12/15/05 to 4/18/07	5,346.99
Late Charges	290.40
Corporate Advances	5,449.23
TOTAL	\$64,144.18

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


Pina S. Wertzberger, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED
DATE: Apr. 19, 2007


PROTHONOTARY

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

Attorney for Plaintiff

Wells Fargo Bank, NA as Trustee,

Plaintiff,

Vs.

Edith M. Ery,

and

Amos G. Hixon,

Defendant(s).

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 06-295 CD

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

**Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830**

DATE OF NOTICE: February 27, 2007

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 claims set forth against you. Unless you act within ten (10) 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.

LAWYERS REFERRAL AND INFORMATION SERVICES
CLEARFIELD COUNTY BAR ASSOCIATION
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, NJ 16830
800-692-7375

Pina S. Wertzberger, Esquire # 77274

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

Prothonotary

To: Edith M. Ery
Amos G. Hixon

Wells Fargo Bank, NA as Trustee,

: **COURT OF COMMON PLEAS**
: **CLEARFIELD COUNTY**

Plaintiff,

:

:

Vs.

: **No.: 06-295 CD**

:

:

Edith M. Ery

:

and

:

Amos G. Hixon,

:

Defendants.

NOTICE PURSUANT TO RULE 236

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

MORTGAGE FORECLOSURE JUDGMENT BY DEFAULT

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

PINA S. WERTZBERGER, ESQUIRE #77274
MILSTEAD & ASSOCIATES, LLC
856/482-1400

Notice Pursuant To Fair Debt Collection Practices Act

This is an attempt to collect a debt and any information obtained will be used for that purpose.

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

Prothonotary

To: Edith M. Ery
Amos G. Hixon

Wells Fargo Bank, NA as Trustee,

: **COURT OF COMMON PLEAS**
: **CLEARFIELD COUNTY**

Plaintiff,

:

:

Vs.

: **No.: 06-295 CD**

:

:

Edith M. Ery

and

Amos G. Hixon,

:

:

:

Defendants.

NOTICE PURSUANT TO RULE 236

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

MORTGAGE FORECLOSURE JUDGMENT BY DEFAULT

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

PINA S. WERTZBERGER, ESQUIRE #77274
MILSTEAD & ASSOCIATES, LLC
856/482-1400

Notice Pursuant To Fair Debt Collection Practices Act

This is an attempt to collect a debt and any information obtained will be used for that purpose.

MILSTEAD & ASSOCIATES, LLC
BY: PINA S. WERTZBERGER, ESQUIRE
Attorney ID# 77274
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorneys for Plaintiff

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

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
:
:
:
: No.: 06-295 CD

VS.

1

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

2

**Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830**

1

Defendants.

•

VERIFICATION OF NON-MILITARY SERVICE

Pina S. Wertzberger, Esquire, hereby verifies that she is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, she has knowledge of the following facts, to wit:

1. that the defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldier' and Sailors' Civil Relief Act of Congress of 1940, as amended.

2. defendant, **Edith M. Ery** is over 18 years of age and resides at **108 West 7th Avenue, Clearfield, PA 16830**.

3. defendant, **Amos G. Hixon** is over 18 years of age and resides at **108 West 7th Avenue, Clearfield, PA 16830**.


Pina S. Wertzberger, Esquire

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Wells Fargo Bank, NA

Vs.

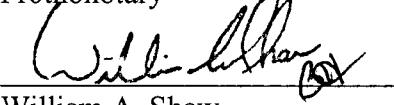
No. 2006-00295-CD

Edith M. Ery and Amos G. Hixon

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$64,144.18 on April 19, 2007.

William A. Shaw
Prothonotary



William A. Shaw

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

COF

Wells Fargo Bank, NA
Plaintiff(s)

No.: 2006-00295-CD

Real Debt: \$64,144.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edith M. Ery
Amos G. Hixon
Defendant(s)

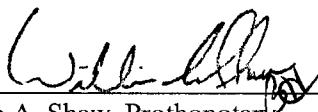
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: April 19, 2007

Expires: April 19, 2012

Certified from the record this 19th day of April, 2007.



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)
P.R.C.P. 3180-3183

Wells Fargo Bank, NA as Trustee
Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Vs.

NO.: 06-295 CD

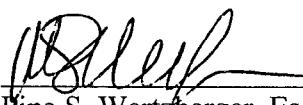
Edith M. Ery
Amos G. Hixon
Defendant(s)

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$64,144.18
INTEREST	
From 4/19/07 to Date of	\$
Sale at \$10.54 per diem	
(Costs to be added)	\$
Prothonotary costs	153.00
TOTAL DUE:	\$

Date: April 18, 2007



Pina S. Wertzberger, Esquire
Attorney for Plaintiff
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney ID No.: 77274

Note: Please furnish description of Property.

{00162920}

FILED *ICC & Lents*
APR 19 2007 *wp. prop. description*
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts *Atty pd. 20.00*
GR

ALL THAT CERTAIN piece or parcel of land, SITUATE in the First Ward (formerly in the Third Ward) of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows;

BEGINNING at an iron pin at the Northwesterly corner of West Locust Street extension and West 7th Avenue; thence along West 7th Avenue in a Northerly direction, Five Hundred Twenty-five and Five Tents (225.5) feet to the intersection of West 7th Avenue and an alley; thence along said alley in a Westerly direction, Two Hundred Twenty-two and Five Tents (222.5) feet to an iron pin on the Isaac Stage Estates Lands; thence along the line of Isaac Stage Estate Lands, South One degree, Forty minutes East, Five Hundred Twenty-five and Five Tents (525.5) feet to an iron pin at West Locust Street extension; thence along West Locust Street in an Easterly direction, Two Hundred Seven and Six Tents (207.6) feet to West 7th Avenue and place of beginning.

BEING known as County Parcel Number 4-1-K8-205-85

THE SECOND THEREOF;

ALL THAT CERTAIN piece or parcel of land, SITUATE in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows;

BEGINNING at a corner on the line of West Locust Street and land now owned by Glenn Hixon; thence North One-half degrees East along said line and along land of George W. Gaylor, Five Hundred Fifty-eight (558) feet, more or less, to corner of land of the Jacob Gulich Estate; thence by land of the Gulich Estate, North Eighty-seven and One-half degrees West, Two Hundred Twenty-two (222) feet, more or less, to a post on the East side of Spoil Pile of open pit mining; thence in a Southern direction along said Spoil Pile, Five Hundred Forty (540) feet, more or less, to line of West Locust Street; thence Eastward along the line of West Locust Street, Four Hundred Twenty (420) feet more or less to corner and place of beginning.

BEING known as County Parcel Number 123-J8-84.2

Being known as 108 West 7th Avenue, Clearfield, PA 16830

Tax Parcel Number: 4-1-K8-208-85 and 123-J8-84.2

SEIZED, taken in execution to be sold as the property of Edith M. Ery and Amos G. Hixon, at the suit of Wells Fargo Bank, NA as Trustee.

Judgment No. 06-295 CD.

MILSTEAD & ASSOCIATES, LLC

By: Pina S. Wertzberger, Esquire

Attorney ID# 77274

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorney for Plaintiff

Wells Fargo Bank, NA as Trustee

Plaintiff

vs.

Edith M. Ery

Amos G. Hixon

Defendant(s)

: COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

:

: No.: 06-295 CD

:

: AFFIDAVIT PURSUANT

: TO RULE 3129.1

:

:

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

Wells Fargo Bank, NA as Trustee, Plaintiff in the above entitled cause of action, sets forth as of the date the praecipe for writ of execution was filed the following information concerning the real property located at 108 West 7th Avenue, Clearfield, PA 16830:

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

Edith M. Ery

108 West 7th Avenue

Clearfield, PA 16830

Amos G. Hixon

108 West 7th Avenue

Clearfield, PA 16830

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

Same as above

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

None Known

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

Wells Fargo Bank, NA as Trustee
(Plaintiff herein)
701 Corporate Center Drive
Raleigh, NC 27607

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

None Known

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:

None Known

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

Tenant/Occupant
108 West 7th Avenue
Clearfield, PA 16830

Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

Department of Domestic Relations
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

I verify that the statements made in the 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. Section 4904 relating to unsworn falsification to authorities.



Pina S. Wertzberger, Esquire
Attorney for Plaintiff

Date: April 18, 2007

MILSTEAD & ASSOCIATES, LLC

By: Pina S. Wertzberger, Esquire
Attorney ID# 77274
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney for Plaintiff

Wells Fargo Bank, NA as Trustee

Plaintiff

vs.

Edith M. Ery

Amos G. Hixon

Defendant(s)

: COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

:

: No.: 06-295 CD

:

:

: CERTIFICATION

:

:

CERTIFICATION

Pina S. Wertzberger, Esquire, hereby verifies that she is 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
(X) Act 91 Procedures have been fulfilled

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



Pina S. Wertzberger, Esquire
Attorney for Plaintiff

Date: April 18, 2007

Wells Fargo Bank, NA as Trustee
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

Vs.

Edith M. Ery

Amos G. Hixon

Defendant(s)

WRIT OF EXECUTION
(Mortgage Foreclosure)

NO.: 06-295 CD

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and cost in the above matter you are directed to levy upon and sell the following described property:

108 West 7th Avenue, Clearfield, PA 16830
(see legal description attached)

AMOUNT DUE	\$64,144.18
INTEREST	
From 4/19/07 to Date of	\$
Sale at \$10.54 per diem	
Prothonotary costs	153 00
TOTAL DUE:	\$
Plus costs per endorsement	
hereon	

Dated: 4/19/07



Prothonotary

(SEAL)

By: _____
Deputy

ALL THAT CERTAIN piece or parcel of land, SITUATE in the First Ward (formerly in the Third Ward) of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows;

BEGINNING at an iron pin at the Northwesterly corner of West Locust Street extension and West 7th Avenue; thence along West 7th Avenue in a Northerly direction, Five Hundred Twenty-five and Five Tents (225.5) feet to the intersection of West 7th Avenue and an alley; thence along said alley in a Westerly direction, Two Hundred Twenty-two and Five Tents (222.5) feet to an iron pin on the Isaac Stage Estates Lands; thence along the line of Isaac Stage Estate Lands, South One degree, Forty minutes East, Five Hundred Twenty-five and Five Tents (525.5) feet to an iron pin at West Locust Street extension; thence along West Locust Street in an Easterly direction, Two Hundred Seven and Six Tents (207.6) feet to West 7th Avenue and place of beginning.

BEING known as County Parcel Number 4-1-K8-205-85

THE SECOND THEREOF;

ALL THAT CERTAIN piece or parcel of land, SITUATE in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows;

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BEING known as County Parcel Number 123-J8-84.2

Being known as 108 West 7th Avenue, Clearfield, PA 16830

Tax Parcel Number: 4-1-K8-208-85 and 123-J8-84.2

SEIZED, taken in execution to be sold as the property of Edith M. Ery and Amos G. Hixon, at the suit of Wells Fargo Bank, NA as Trustee.

Judgment No. 06-295 CD.

MILSTEAD & ASSOCIATES, LLC
BY: Chrisovalante P. Fliakos, Esquire
ID No. 94620
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

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

Vs.

**Edith M. Ery,
and**

Amos G. Hixon,

Defendant(s).

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 06-295 CD

Entry of Appearance

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Plaintiff, **Wells Fargo Bank, NA as Trustee**, in the above captioned matter.

MILSTEAD & ASSOCIATES, LLC



Chrisovalante P. Fliakos, Esquire
Attorney ID No. 94620

FILED *NOCC*
W.A. Shaw **JUL 11 2007**
W.A. Shaw **JUL 05 2007**

William A. Shaw
Prothonotary/Clerk of Courts

MILSTEAD & ASSOCIATES, LLC
BY: Chrisovalante P. Fliakos, Esquire
ID No. 94620
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney for Plaintiff

Wells Fargo Bank, NA as Trustee,

Plaintiff,

Vs.

Edith M. Ery

and

Amos G. Hixon,

Defendants.

COMMONWEALTH OF PENNSYLVANIA

NO.: 06-295 CD

**AFFIDAVIT PURSUANT TO
Pa.R.C.P. 3129.2**

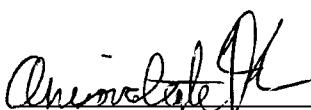
COUNTY OF CLEARFIELD

SS:

I, Chrisovalante P. Fliakos, Esquire, being duly sworn according to law upon my oath, depose and say,

1. On May 21, 2007, a copy of the Notice of Sheriff's Sale of Real Property was served on the defendants by certified mail, returned receipt requested. Copies of the signed certified cards are attached hereto and made a part hereof as Exhibit "A".

2. On May 22, 2007, a notice of Sheriff's Sale was served upon lien holders of record and interested parties by ordinary mail. A copy of the certificate of mailing is attached hereto and made a part hereof as Exhibit "B".


Chrisovalante P. Fliakos, Esq.
Attorney ID No. 94620
Milstead and Associates, LLC

Dated: June 18, 2007

FILED
07/05/2007 NOCC
JUL 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

2. Article Number



7160 3901 9849 9190 7276

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Edith M. Ery 5-21-07

B. Date of Delivery

C. Signature

X Edith M. Ery

Agent
 Addressee
 Yes
 No

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Reference Information

5.04363

GMW

PS Form 3811, January 2005

Domestic Return Receipt

2. Article Number



7160 3901 9849 9190 7276

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

Amos G. Hixon
108 West 7th Avenue
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Edith M. Ery 5-21-07

B. Date of Delivery

C. Signature

X Edith M. Ery

Agent
 Addressee
 Yes
 No

Reference Information

5.04363

GMW

PS Form 3811, January 2005

Domestic Return Receipt

NAME AND ADDRESS OF SENDER

MILSTEAD & ASSOCIATES, LLC
Woodland Falls Corporate Park
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002

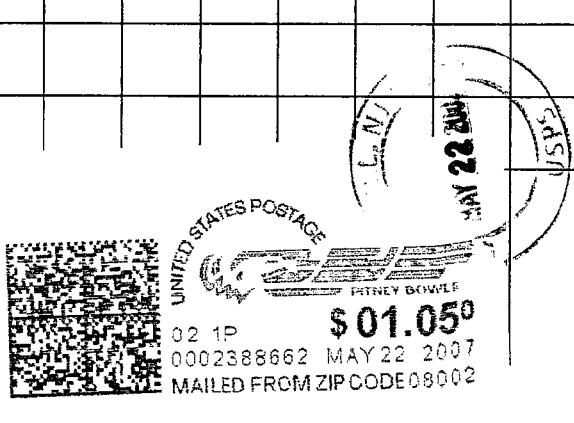
INDICATE TYPE OF MAIL

CHECK APPROPRIATE BLOCK FOR

POSTMARK AND DATE OF RECEIPT

Certificate Mailing
 Insured
 COD
 Certified Mail

Registered Mail:
Affix stamp here if issued as certificate of mailing
or for additional copies of this bill.

Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee	Remarks
1		Tenant/Occupant 108 West 7th Avenue Clearfield, PA 16830											
2		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105											
3		Department of Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830											
4													
5													
6													
7													
8													
9													
10													
Total Number of Pieces Listed by Sender		POSTMASTER, PER (Name of receiving employee)	 <p>The full declaration of value is required on all documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.</p>										
PS FORM 3877 05-5-04363 FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL													

{00014118}

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20577
NO: 06-295-CD

PLAINTIFF: WELLS FARGO BANK, NA AS TRUSTEE
vs.
DEFENDANT: EDITH M. ERY AND AMOS G. HIXON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/20/2007

LEVY TAKEN 04/30/2007 @ 2:09 PM
POSTED 04/30/2007 @ 2:07 PM
SALE HELD 07/06/2007
SOLD TO WELLS FARGO BANK, NA AS TRUSTEE
SOLD FOR AMOUNT \$1.00 PLUS COSTS
WRIT RETURNED 08/15/2007
DATE DEED FILED 08/15/2007

PROPERTY ADDRESS 108 WEST 7TH AVENUE CLEARFIELD , PA 16830

SERVICES

05/01/2007 @ 11:40 AM SERVED EDITH M. ERY

SERVED EDITH M. ERY, DEFENDANT, AT HER RESIDENCE 108 WEST 7TH AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDITH M. ERY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

05/09/2007 @ SERVED AMOS G. HIXON

SERVED AMOS G. HIXON, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 108 WEST 7TH AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145072599. CERT RETURNED MAY 18, 2007 TO SHERIFF'S OFFICE UNCLAIMED.

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

FILED
07/07/07
AUG 15 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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NO: 06-295-CD

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Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$225.19

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester A. Hawkins

by Cynthia Butler-Aylenko
Chester A. Hawkins
Sheriff

Wells Fargo Bank, NA as Trustee
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

Vs.

Edith M. Ery
Amos G. Hixon

Defendant(s)

WRIT OF EXECUTION
(Mortgage Foreclosure)

NO.: 06-295 CD

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

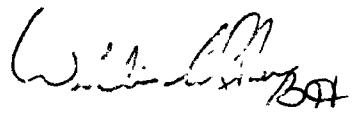
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and cost in the above matter you are directed to levy upon and sell the following described property:

108 West 7th Avenue, Clearfield, PA 16830
(see legal description attached)

AMOUNT DUE	\$64,144.18
INTEREST	
From 4/19/07 to Date of	\$
Sale at \$10.54 per diem	
Prothonotary costs	153.00
TOTAL DUE:	\$
Plus costs per endorsement	
hereon	

Dated: 4/19/07



Prothonotary

(SEAL)

By: _____

Deputy

{00162920} Received April 20, 2007 @ 3:00 P.M.
Cheston A. Hawkins
by Amitha Butter-Chepherd

ALL THAT CERTAIN piece or parcel of land, SITUATE in the First Ward (formerly in the Third Ward) of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows;

BEGINNING at an iron pin at the Northwesterly corner of West Locust Street extension and West 7th Avenue; thence along West 7th Avenue in a Northerly direction, Five Hundred Twenty-five and Five Tents (225.5) feet to the intersection of West 7th Avenue and an alley; thence along said alley in a Westerly direction, Two Hundred Twenty-two and Five Tents (222.5) feet to an iron pin on the Isaac Stage Estates Lands; thence along the line of Isaac Stage Estate Lands, South One degree, Forty minutes East, Five Hundred Twenty-five and Five Tents (525.5) feet to an iron pin at West Locust Street extension; thence along West Locust Street in an Easterly direction, Two Hundred Seven and Six Tents (207.6) feet to West 7th Avenue and place of beginning.

BEING known as County Parcel Number 4-1-K8-205-85

THE SECOND THEREOF;

ALL THAT CERTAIN piece or parcel of land, SITUATE in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows;

BEGINNING at a corner on the line of West Locust Street and land now owned by Glenn Hixon; thence North One-half degree East along said line and along land of George W. Gaylor, Five Hundred Fifty-eight (558) feet, more or less, to corner of land of the Jacob Gulich Estate; thence by land of the Gulich Estate, North Eighty-seven and One-half degrees West, Two Hundred Twenty-two (222) feet, more or less, to a post on the East side of Spoil Pile of open pit mining; thence in a Southern direction along said Spoil Pile, Five Hundred Forty (540) feet, more or less, to line of West Locust Street; thence Eastward along the line of West Locust Street, Four Hundred Twenty (420) feet more or less to corner and place of beginning.

BEING known as County Parcel Number 123-J8-84.2

**Being known as 108 West 7th Avenue, Clearfield, PA 16830
Tax Parcel Number: 4-1-K8-208-85 and 123-J8-84.2**

SEIZED, taken in execution to be sold as the property of Edith M. Ery and Amos G. Hixon, at the suit of Wells Fargo Bank, NA as Trustee.

Judgment No. 06-295 CD.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EDITH M. ERY NO. 06-295-CD

NOW, August 15, 2007, 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 06, 2007, I exposed the within described real estate of Edith M. Ery And Amos G. Hixon to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, NA AS TRUSTEE 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 SERVICE	15.00	DEBT-AMOUNT DUE	64,144.18
MILEAGE	15.00	INTEREST @ 10.5400 %	822.12
LEVY	2.00	FROM 04/19/2007 TO 07/06/2007	
MILEAGE	2.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	10.19	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	15.00	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$65,006.30
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	271.06
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	56.01
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$225.19	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	225.19
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	144.00
TOTAL DEED COSTS	\$28.50	PROTHONOTARY	153.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,022.76

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

5.04/363

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

WELLS FARGO BANK, NA as Trustee, *
Plaintiff *
vs. * NO. 06-295-CD
EDITH M. ERY and AMOS G. HIXON, *
Defendants *

O R D E R

NOW, this 13th day of October, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Amos G. Hixon** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by first class mail and by certified mail, return receipt requested, at the Defendant's last known address, 108 West 7th Avenue, Clearfield, PA 16830 and by posting the mortgaged premises known in this herein action as 108 West 7th Avenue, Clearfield, PA 16830. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and first class mail to Defendant's last known address. Notice of Sheriff Sale, pursuant to Pennsylvania Rule of Civil Procedure 3129, may be made upon Defendant, **Amos G. Hixon**, by sending copies of same to Defendant's last known address by certified and first class mail and by posting the premises.

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

BY THE COURT,

/s/ Fredric J. Ammerman

OCT 16 2006

FREDRIC J. AMMERMAN
President Judge

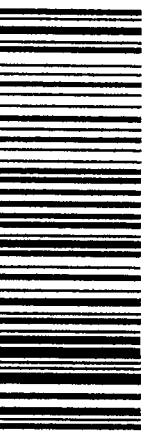
Attest.

William L. Brown
Prothonotary/
Clerk of Courts



CHESTER A. HAWKINS
SHERIFF

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



UNABLE TO FORWARD
REFUNDED
RECEIVED

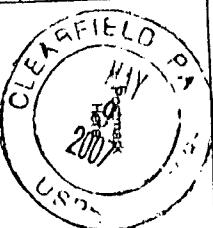
AMOS G. HIXON
108 WEST 7TH AVENUE
CLEARFIELD, PA 16830

7006 0810 0001 4507 2599

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

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

4507 2599	0001 0001	0810 0810
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	1.88



Sent To	AMOS G. HIXON
Street, Apt. No.: or PO Box No.	108 WEST 7 TH AVENUE
City, State, Zip+4	CLEARFIELD, PA 16830

See Reverse for Instructions

CERTIFIED MAIL

PLACE STICKER OR LABEL OVER PRINTED ADDRESS TO ADJUST POSITION

OF THE RETURN ADDRESS TO ADJUST POSITION

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:

AMOS G. HIXON
108 WEST 7TH AVENUE
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent
	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 2599

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540