

06-560-CD  
Wells Fargo vs Frank Churner et al

Wells Fargo vs Frank Churner et al  
2006-560-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.: 5-04903

**Wells Fargo Bank Minnesota, National  
Association, as Trustee  
1100 Corporate Center Drive  
Raleigh, NC 27607,**

**Plaintiff,**

**Vs.**

**Frank J. Churner  
3983 Glen Hope Blvd  
Irvona, PA 16656,**

**and**

**Mary Ann Churner  
3983 Glen Hope Blvd  
Irvona, PA 16656,**

**Defendants.**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

No.: 06-560-CD

**CIVIL ACTION  
MORTGAGE FORECLOSURE**

**FILED** pd \$85.00 Atty  
m/11:06am (in) 1cc Atty Wertzberger  
APR 11 2008 2cc SHF

William A. Shaw  
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  
Clearfied County Bar Association  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, NJ 16830  
800-692-7375

\*\*\*\*\*

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

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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  
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Attorney for Plaintiff

**Wells Fargo Bank Minnesota, National  
Association, as Trustee,  
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**Vs.**

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**Defendants.**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**No.:**

**CIVIL ACTION  
MORTGAGE FORECLOSURE**

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, Wells Fargo Bank Minnesota, National Association, 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, Frank J. Churner and Mary Ann Churner, (collectively, the "Defendants"), are adult individuals and are the real owners of the premises hereinafter described.

3. Frank J. Churner, Defendant, resides at 3983 Glen Hope Blvd, Irvona, PA 16656.  
Mary Ann Churner, Defendant, resides at 3983 Glen Hope Blvd, Irvona, PA 16656.

4. On March 21, 2000, in consideration of a loan in the principal amount of \$27,100.00, the Defendants executed and delivered to TMS Mortgage Inc., dba The Money Store a note (the "Note") with interest thereon at 10.350 percent per annum, payable as to the principal and interest in equal monthly installments of \$244.86 commencing April 1, 2000.

5. To secure the obligations under the Note, the Defendants executed and delivered to TMS Mortgage Inc., dba The Money Store a mortgage (the "Mortgage") dated March 21, 2000, recorded on March 24, 2000 in the Department of Records in and for the County of Clearfield under Mortgage Book and Page 200003975. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is the proper party Plaintiff by way of an assignment of mortgage to be recorded.

6. The Mortgage secures the following real property (the "Mortgaged Premises"): 407 1/2 E. 11th Street, 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 April 1, 2030, 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	\$26,004.09
Accrued but Unpaid Interest from 10/1/05 to 4/7/06 @ 10.350% per annum (\$7.37 per diem)	\$1,637.55
Accrued Late Charges	\$157.34
Escrow Advance	\$1,472.58
Title Search Fees	\$350.00
Reasonable Attorney's Fees	\$1,250.00

TOTAL as of 04/07/2006	\$30,871.56
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Plus, the following amounts accrued after April 7, 2006:

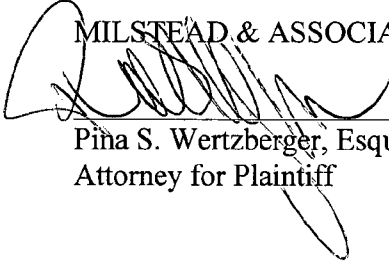
Interest at the Rate of 10.350 per cent per annum (\$7.37 per diem);

Late Charges of \$12.24 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 407 1/2 E. 11th Street, Clearfield, PA 16830 as well as to address of residences as listed in paragraph 3 of this document on December 23, 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, \$30,871.56, plus the following amounts accruing after April 7, 2006, to the date of judgment: (a) interest of \$7.37 per day, (b) late charges of \$12.24 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.

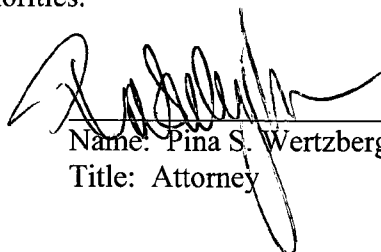
MILSTEAD & ASSOCIATES, LLC



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



# MORTGAGE TITLE INSURANCE POLICY

## SCHEDULE A CONTINUED

Policy No 39 0155 107 00011840

File No TO0000028178

### Legal Description

ALL that certain piece or parcel of land situated in the Borough of Clearfield County of Clearfield and State of Pennsylvania bounded and described as follows

BEGINNING at a point on alley leading from Eleventh Street going East to Woodland Road at the corner of property now or formerly of John Confer a short stake corner thence leading North along line of lot now or formerly of John Confer Eighty-five (85 ) feet to a stake thence West along lot now or formerly of Nannie B Johnson Thirty-eight (38 ) feet to a stake thence South along said property now or formerly of Nannie B Johnson Eighty-five (85 ) feet to an alley thence along said alley in an Easterly direction Thirty-eight (38 ) feet to a stake and place of beginning

Parcel 4 4-K08-248-102

Deed Book 1548 Page 91

This policy is invalid unless the insuring provisions and Schedules A and B are attached

Chicago Title Insurance Company

## HOMEQ SERVICING

DF785

December 23, 2005

|||||  
FRANK J CHURNER

3983 GLEN HOPE BLVD  
IRVONA, PA 16656

HOMEOWNERS NAME(S):  
PROPERTY ADDRESS:

FRANK J CHURNER  
407 1/2 E 11TH ST  
CLEARFIELD, PA 16830

LOAN ACCOUNT NUMBER:  
CURRENT LENDER/SERVICER:

0080886062  
HomEq Servicing Corporation

# 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 HOMEBOWNER 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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEBOWNER 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.**

**THIS NOTICE CONTINUES ON THE NEXT PAGE**



WACHOVIA

## **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. Advise this lender/servicer **immediately** only 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 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 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 (The 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.**

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

407 1/2 E 11TH ST 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:	\$1,132.47
c) Late Charges:	\$49.00
d) Recoverable Corporate Advances:	\$106.44
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$145.86
g) Total amount past due as of (due date):	\$1,142.05

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 \$1,142.05 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 HomEq and sent 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)**

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**THIS NOTICE CONTINUES ON THE NEXT PAGE**

**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/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 by the servicer 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 of the mortgaged 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. 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
Contact Name	PA Housing Response Specialist
Address	4837 Watt Avenue, North Highlands, CA 95660-5170
	Attn: PA Housing Response Team
Telephone Number:	1-800-795-5125
FAX Number	(916) 339-6940 for use by local counseling agency to notify HomEq that the homeowner met with the agency.

**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 TO 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; AND/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

# **Homeowners' Emergency Assistance Program**

## **CLEARFIELD COUNTY**

Effective 8/18/2005 at 10:05:07 AM  
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  
1 (888) 511-2227

**CCCS of Western PA, Inc.**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
1 (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

December 23, 2005

|||||  
MARY ANN CHURNER

3983 GLEN HOPE BLVD  
IRVONA, PA 16656

HOMEOWNERS NAME(S):  
PROPERTY ADDRESS:

MARY ANN CHURNER  
407 1/2 E 11TH ST  
CLEARFIELD, PA 16830

LOAN ACCOUNT NUMBER:  
CURRENT LENDER/SERVICER:

0080886062  
HomEq Servicing Corporation

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

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**WACHOVIA**



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g) Total amount past due as of (due date):	\$1,142.05

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 \$1,142.05 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 HomEq and sent 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)**

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**THIS NOTICE CONTINUES ON THE NEXT PAGE**

**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/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 by the servicer 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 of the mortgaged 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. 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
Contact Name	PA Housing Response Specialist
Address	4837 Watt Avenue, North Highlands, CA 95660-5170
	Attn: PA Housing Response Team
Telephone Number:	1-800-795-5125
FAX Number	(916) 339-6940 for use by local counseling agency to notify HomEq that the homeowner met with the agency.

**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 TO 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; AND/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

# **Homeowners' Emergency Assistance Program**

**CLEARFIELD COUNTY**  
Effective 8/18/2005 at 10:05:07 AM  
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  
1 (888) 511-2227

**CCCS of Western PA, Inc.**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
1 (888) 511-2227

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

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

# MILSTEAD & ASSOCIATES, LLC

## Attorneys at Law

Woodland Falls Corporate Park  
220 Lake Drive East, Ste 301  
Cherry Hill, New Jersey 08002  
TEL (856) 482-1400 FAX (856) 482-9190

Michael J. Milstead, Esq.  
michael@milsteadlaw.com

Pina S. Wertzberger, Esq. PA & NJ  
pwertzberger@milsteadlaw.com

Lisa Ann Thomas, Foreclosure Administrator  
lthomas@milsteadlaw.com

Philadelphia Address:  
235 South 13<sup>th</sup> Street  
Philadelphia, PA 19107

Please Reply To: NJ Office  
Our File No. 5.04903

April 7, 2006

Clearfield County Prothonotary  
230 East Market Street  
Clearfield, PA 16830

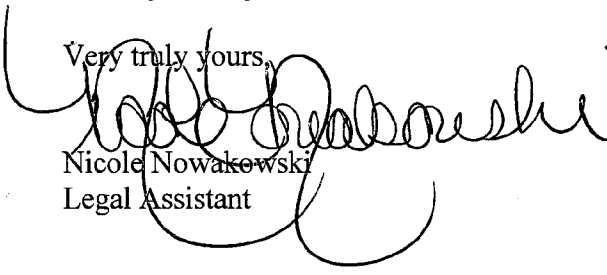
**Re: Wells Fargo Bank Minnesota, National Association, as Trustee vs. Frank J. Churner  
and Mary Ann Churner  
Complaint in Mortgage Foreclosure**

Dear Sir/Madam:

Enclosed please find an original and copies of the Complaint in Mortgage Foreclosure along with checks and a request for service for the above referenced matter. Please file the Complaint and forward a time-stamped copy of the same to our office in the enclosed self-addressed envelope. Please forward the rest of the package to the Sheriff's Office for service on the defendant.

Thank you for your attention to this matter.

Very truly yours,



Nicole Nowakowski  
Legal Assistant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101436  
NO: 06-560-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA, NATIONAL ASSOC.  
vs.  
DEFENDANT: FRANK J. CHURNER AND MARY ANN CHURNER

**SHERIFF RETURN**

NOW, April 18, 2006 AT 1:56 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FRANK J. CHURNER DEFENDANT AT 3983 GLEN HOPE BLVD., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO FRANK J. CHURNER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
02:58 PM  
MAY 08 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101436  
NO: 06-560-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA, NATIONAL ASSOC.  
vs.  
DEFENDANT: FRANK J. CHURNER AND MARY ANN CHURNER

**SHERIFF RETURN**

NOW, April 18, 2006 AT 1:56 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY ANN CHURNER DEFENDANT AT 3983 GLEN HOPE BLVD., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO FRANK CHURNER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101436  
NO: 06-560-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK MINNESOTA, NATIONAL ASSOC.  
vs.  
DEFENDANT: FRANK J. CHURNER AND MARY ANN CHURNER

SHERIFF RETURN

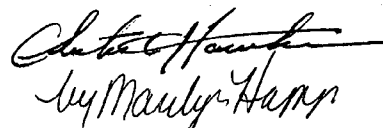
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	24143	20.00
SHERIFF HAWKINS	MILSTEAD	24143	48.03

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**Wells Fargo Bank Minnesota, National  
Association, as Trustee  
1100 Corporate Center Drive  
Raleigh, NC 27607,  
Plaintiff,**

Attorneys for Plaintiff

**: COURT OF COMMON PLEAS**  
**: CLEARFIELD COUNTY**  
**:**  
**:**  
**: No.: 06-560-CD**

**Vs.**

**Frank J. Churner**  
**3983 Glen Hope Boulevard**  
**Irvona, PA 16656**

**Mary Ann Churner**  
**3983 Glen Hope Boulevard**  
**Irvona, PA 16656,**

**Defendants.**

**FILED**

JUN 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

2 CENT TO EACH DEPT. w/ NOTION  
CENT TO ATTN w/ STATE

## 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 **Frank J. Churner and Mary Ann Churner**, 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	\$30,871.56
Interest – 4/8/06 to 6/12/06	486.42
Late Charges	24.48
Escrow Advance	3,571.22
Corporate Advance	3,560.00
<b>TOTAL</b>	<b>\$38,513.68</b>

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: 6-16-06

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 Minnesota, National  
Association, as Trustee,**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**Plaintiff,**

**Vs.**

**No.: 06-560-CD**

**Frank J. Churner,**

**and**

**Mary Ann Churner,**

**Defendant(s).**

**TO: Frank J. Churner  
3983 Glen Hope Blvd  
Irvona, PA 16656**

**Mary Ann Churner  
3983 Glen Hope Blvd  
Irvona, PA 16656**

**DATE OF NOTICE: May 17, 2006**

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATEMPT 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  
CLEARFIED COUNTY BAR ASSOCIATION  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, NJ 16830  
800-692-7375

---

Pina S. Wertzberger, Esquire # 77274

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

Wells Fargo Bank Minnesota, National  
Association  
Plaintiff(s)

No.: 2006-00560-CD

Real Debt: \$38,513.68

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Frank J. Churner  
Mary Ann Churner  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 16, 2006

Expires: June 16, 2011

Certified from the record this June 19, 2006

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

Prothonotary

To: Frank J. Churner  
Mary Ann Churner

**Wells Fargo Bank Minnesota, National  
Association, as Trustee,**

**Plaintiff,**

**Vs.**

**Frank J. Churner  
and  
Mary Ann Churner,**

**Defendants.**

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

**:**

**:**

**: No.: 06-560-CD**

**:**

**:**

**:**

**:**

**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

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorney for Plaintiff

**Wells Fargo Bank Minnesota, National  
Association, as Trustee  
Plaintiff**

vs.

**Frank J. Churner  
Mary Ann Churner**

**Defendant(s)**

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 06-560-CD**

**:**

**: AMENDED AFFIDAVIT PURSUANT**

**: TO RULE 3129.1**

**:**

**:**

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

**Wells Fargo Bank Minnesota, National Association, 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 407 1/2 E. 11th Street, Clearfield, PA 16830:

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

Frank J. Churner  
3983 Glen Hope Boulevard  
Irvona, PA 16656

Mary Ann Churner  
3983 Glen Hope Boulevard  
Irvona, PA 16656

**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:**

Philipsburg Area Hospital  
c/o Keystone Credit Collection  
P.O. Box 387  
Irvona, PA 16656  
{00108709}

First Commonwealth Bank  
P.O. Box 400  
Indiana, PA 15701

**FILED** *no cc*  
*MTT:4764*  
**AUG 21 2006** *CS*

William A. Shaw  
Prothonotary/Clerk of Courts

Belin & Kubista  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830-2455

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

Wells Fargo Bank Minnesota, National  
Association, as Trustee  
(Plaintiff herein)  
1100 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

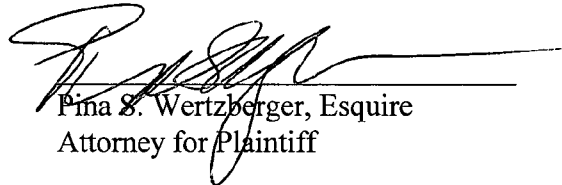
7. Name and address of every person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Tenant/Occupant  
407 1/2 E. 11th Street  
Clearfield, PA 16830

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

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

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: June 21, 2006



**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 Minnesota, National  
Association, as Trustee  
Plaintiff**

**Vs.**

**Frank J. Churner  
Mary Ann Churner  
Defendants**

**: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
:  
: No.: 06-560-CD  
:  
: AFFIDAVIT PURSUANT TO  
: Pa.R.C.P. 3129.2  
:**

STATE OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

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

1. On August 1, 2006, a copy of the Notice of Sheriff's Sale of Real Property was served upon the defendants, Frank J. Churner and Mary Ann Churner, 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 August 1, 2006, 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".

MILSTEAD & ASSOCIATES, LLC




Pina S. Wertzberger, Esquire


Attorney ID No. 77274

**FILED** *no cc*  
*MT:4964*  
**AUG 21 2006** 

{00119407}

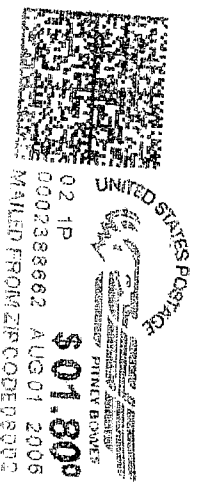
William A. Shaw  
Prothonotary/Clerk of Courts

2. Article Number		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 <b>7160 3901 9849 5374 5540</b>		A. Received by (Please Print Clearly)	B. Date of Delivery
		Mary Ann Churner 08-01-06 C. Signature <i>Mary Ann Churner</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee D. Is delivery address different from item 1? If YES, enter delivery address below:	
3. Service Type <b>CERTIFIED MAIL</b>		<u>Reference Information</u>  5.04903  GMW	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
1. Article Addressed to:			
Mary Ann Churner 3983 Glen Hope Boulevard Irvona, PA 16656			
PS Form 3811, January 2005		Domestic Return Receipt	

2. Article Number		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
 <b>7160 3901 9849 5374 5533</b>		A. Received by (Please Print Clearly)	B. Date of Delivery
		Frank Churner 08-01-06 C. Signature <i>Frank Churner</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee D. Is delivery address different from item 1? If YES, enter delivery address below:	
3. Service Type <b>CERTIFIED MAIL</b>		<u>Reference Information</u>  5.04903  GMW	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
1. Article Addressed to:			
Frank J. Churner 3983 Glen Hope Boulevard Irvona, PA 16656			
PS Form 3811, January 2005		Domestic Return Receipt	

NAME AND ADDRESS OF SENDER		INDICATE TYPE OF MAIL			CHECK APPROPRIATE BLOCK FOR			POSTMARK AND DATE OF RECEIPT		
MILSTEAD & ASSOCIATES, LLC Woodland Falls Corporate Park 220 Lake Drive East, Suite 301 Cherry Hill, NJ 08002		<input checked="" type="checkbox"/> Certificate Mailing <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified Mail			Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance			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
1		Tenant/Occupant 407 1/2 E. 11th Street 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		Philipsburg Area Hospital c/o Keystone Credit Collection P.O. Box 387 Irvona, PA 16656										
5		Belin & Kubista 15 N. Front Street P.O. Box 1 Clearfield, PA 16830-2455										
6		First Commonwealth Bank P.O. Box 400 Indiana, PA 15701										
7												
8												
Total Number of Pieces Listed by Sender			POSTMASTER, PER (Name of receiving employee)									
6												



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable 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.

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20391  
NO: 06-560-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, S TRUSTEE  
vs.  
DEFENDANT: FRANK J. CHURNER AND MARY ANN CHURNER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/19/2006

LEVY TAKEN 07/27/2006 @ 1:04 PM

POSTED 07/27/2006 @ 1:04 PM

SALE HELD 09/01/2006

SOLD TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE  
POOLING AND SERVICING AGREEMENT DATED AS OF FEBRUARY 28, 2001, SERIES 2001-A

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/19/2006

DATE DEED FILED 09/19/2006

PROPERTY ADDRESS 407 1/2 E. 11TH STREET CLEARFIELD , PA 16830

**FILED**

SEP 19 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

08/01/2006 @ 10:30 AM SERVED FRANK J. CHURNER

SERVED FRANK J. CHURNER, DEFENDANT, AT HIS RESIDENCE 3983 GLEN HOPE BOULEVARD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO FRANK J. CHURNER

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.

08/01/2006 @ 10:30 AM SERVED MARY ANN CHURNER

SERVED MARY ANN CHURNER, DEFENDANT, AT HER RESIDENCE 3983 GLEN HOPE BOULEVARD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO FRANK CHURNER, HUSBAND/CO-DEFENDANT

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.

**FILED**  
09/19/2006  
SEP 19 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20391

NO: 06-560-CD

PLAINTIFF: WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, S TRUSTEE

vs.

DEFENDANT: FRANK J. CHURNER AND MARY ANN CHURNER

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$250.74

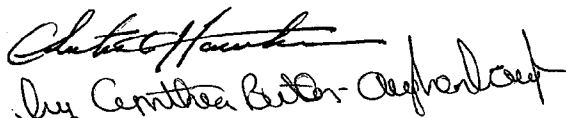
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

Wells Fargo Bank Minnesota, National  
Association, as Trustee  
Plaintiff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Vs.

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Frank J. Churner  
Mary Ann Churner  
Defendant(s)

NO.: 06-560-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:

407 1/2 E. 11th Street, Clearfield, PA 16830  
(see legal description attached)

AMOUNT DUE \$38,513.68  
INTEREST  
From 6/13/06 to Date of \$  
Sale at \$6.33 per diem

TOTAL DUE: \$  
Plus costs per endorsement  
hereon

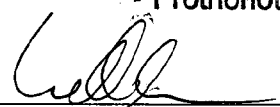
Prothonotary costs 125. —

Dated: 6-19-06

Received June 19, 2006 @ 3:00 P.M.  
Chester A. Hankins  
By Cynthia Butler-Ayherley

(SEAL)

{00108709}

  
Prothonotary

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

**ALL THAT CERTAIN** piece or parcel of land, situated in the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

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**Being known as 407 1/2 E. 11th Street, Clearfield, PA 16830**

**Tax Parcel Number: 4-4-K8-248-102**

SEIZED, taken in execution to be sold as the property of Frank J. Churner and Mary Ann Churner, at the suit of Wells Fargo Bank Minnesota, National Association, as Trustee.  
Judgment No. 06-560-CD.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME FRANK J. CHURNER

NO. 06-560-CD

NOW, September 19, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on September 01, 2006, I exposed the within described real estate of Frank J. Churner And Mary Ann Churner to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF FEBRUARY 28, 2001, SERIES 2001-A he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	24.03
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	24.03
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$250.74</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	38,513.68
INTEREST @ 6.3300 %	506.40
FROM 06/13/2006 TO 09/01/2006	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$39,060.08</b>

**COSTS:**

ADVERTISING	360.34
TAXES - COLLECTOR	482.16
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	250.74
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,535.74</b>

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

CHESTER A. HAWKINS, Sheriff



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

**Wells Fargo Bank Minnesota, National  
Association, as Trustee  
Plaintiff**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 06-560-CD

**Vs.**

**Frank J. Churner  
Mary Ann Churner  
Defendant(s)**

To the Prothonotary:

Issue Writ of Execution in the above matter:

**FILED** 

**JUN 19 2006**

*m/ 10:00/2*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*1 cent + 6 wms to  
STFF.*

AMOUNT DUE \$38,513.68

INTEREST

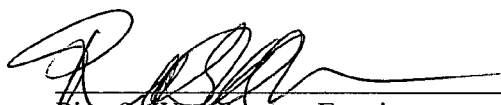
From 6/13/06 to Date of \$  
Sale at \$6.33 per diem

(Costs to be added) \$

TOTAL DUE: \$

**Prothonotary costs 125.-**

Date: June 12, 2006

  
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.

{00108709}

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Judgment No. 06-560-CD.

Wells Fargo Bank Minnesota, National  
Association, as Trustee  
Plaintiff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Vs.

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(Mortgage Foreclosure)

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Mary Ann Churner  
Defendant(s)

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COUNTY OF CLEARFIELD:

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AMOUNT DUE \$38,513.68

INTEREST

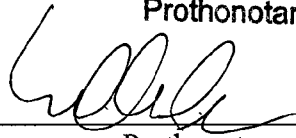
From 6/13/06 to Date of \$  
Sale at \$6.33 per diem

TOTAL DUE: \$

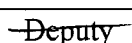
Plus costs per endorsement  
hereon

Prothonotary costs 125--

Dated: 6-19-06

  
Prothonotary

(SEAL)

By:   
Deputy

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Judgment No. 06-560-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 Minnesota, National  
Association, as Trustee  
Plaintiff**

**vs.**

**Frank J. Churner  
Mary Ann Churner**

**Defendant(s)**

**: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
: No.: 06-560-CD  
:  
: AFFIDAVIT PURSUANT  
: TO RULE 3129.1  
:  
:**

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

**Wells Fargo Bank Minnesota, National Association, 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 407 1/2 E. 11th Street, Clearfield, PA 16830:

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

Frank J. Churner  
3983 Glen Hope Boulevard  
Irvona, PA 16656

Mary Ann Churner  
3983 Glen Hope Boulevard  
Irvona, PA 16656

**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

{00108709}

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

Wells Fargo Bank Minnesota, National  
Association, as Trustee  
(Plaintiff herein)  
1100 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

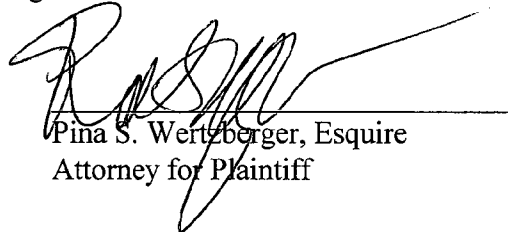
7. Name and address of every person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Tenant/Occupant  
407 1/2 E. 11th Street  
Clearfield, PA 16830

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

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

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: June 12, 2006

**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 Minnesota, National  
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Plaintiff**

**vs.**

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Mary Ann Churner**

**Defendant(s)**

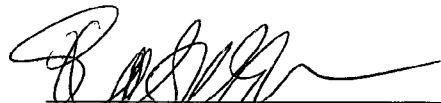
**: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
: No.: 06-560-CD  
:  
:  
: CERTIFICATION  
:  
:**

**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
- ☒ 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: June 12, 2006

{00108709}

**MILSTEAD & ASSOCIATES, LLC**

By: Pina S. Wertzberger, Esquire

Attorney ID# 77274

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

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(856) 482-1400

Attorney for Plaintiff

---

**Wells Fargo Bank Minnesota, National  
Association, as Trustee  
Plaintiff**

**Vs.**

**Frank J. Churner  
Mary Ann Churner  
Defendant(s)**

**: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
: No.: 06-560-CD  
:  
: NOTICE OF SHERIFF'S SALE OF  
: REAL PROPERTY PURSUANT  
: TO P.A.R.C.P. 3129  
:**

---

**TAKE NOTICE:**

Your house (real estate) at 407 1/2 E. 11th Street, Clearfield, PA 16830 is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_ at 10:00am in the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA 16830 to enforce the Court Judgment of \$38,513.68 obtained by **Wells Fargo Bank Minnesota, National Association, as Trustee.**

**NOTICE OF OWNER'S RIGHTS**  
**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The Sale will be cancelled if you pay to Milstead and Associates, LLC, Attorney for Plaintiff, back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call 856-482-1400.

2. You may be able to stop the Sale by filing a petition asking the court to strike or open the Judgment, if the Judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.

3. You may also be able to stop the Sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See Notice on next page and how to obtain an attorney).



**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the bid price by calling Milstead and Associates, LLC at 856-482-1400.
2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the market value of your property.
3. The Sale will go through only if the Buyer pays the Sheriff the full amount due on the Sale. To find out if this has happened you may call Milstead and Associates, LLC at 856-482-1400.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the Buyer. At that time, the Buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A Schedule of distribution of the money bid for your house will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the Sale.

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

06-5-04903

{00108709}

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