

Wells Fargo et al vs Gary Dahl et al  
2006-1496-CD

## Mortgage Foreclosures

Date		Judge
9/14/2006	New Case Filed.	No Judge
	<p>X Filing: Complaint in Mortgage Foreclosure, situated in Sandy Township            Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1915560 Dated: 09/14/2006 Amount: \$85.00 (Check) 4CC shff.</p>	No Judge
12/13/2006	<p>X Sheriff Return, October 2, 2006 at 3:41 om Served the within Complaint in Mortgage Foreclosure on Gary E. Dahl.            September 21, 2006 at 10:20 am Served the within Complaint in Mortgage Foreclosure on Jennifer L. Dahl a/k/a Jennifer L. McFall.            October 2, 2006 at 3:41 am Served the within Complaint in Mortgage Foreclosure on Gary E. Dahl.            September 21, 2006 at 10:20 am Served the within Complaint in Mortgage Foreclosure on Jennifer L. Dahl s/k/s Jennifer L. McFall. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm            Shff Hawkins costs pd by Phelan \$93.91</p>	No Judge
1/8/2007	<p>X Filing: Praecipec for In Rem Judgment for Failure to Answer and Assessment of Damages Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1917091 Dated: 01/08/2007 Amount: \$20.00 (Check) 1CC &amp; Notice to deft., and statement to Atty.</p>	No Judge
	<p>X Filing: Praecipec for Writ of Execution Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1917091 Dated: 01/08/2007 Amount: \$20.00 (Check) 1CC &amp; 6 writs w/prop. descr. to sheriff.</p>	No Judge
3/1/2007	<p>X Plaintiff's Motion to Reassess Damages, filed by Atty. Bradford no cert. copies.</p>	No Judge
3/2/2007	<p>X Rule, NOW, this 1st day of March, 2007, a Rule is entered upon Defendants. Rule Returnable on the 15th day of March, 2007, at 9:30 a.m. at the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. ammerman, Pres. Judge. 1CC Atty. Bradford</p>	Fredric Joseph Ammerman
3/9/2007	<p>X Certification of Service, filed. That a true and correct copy of the March 1, 2007 Rule directing defendant to show by March 15, 2007 was sent to Gary E. Dahl and Jennifer L. Dahl s/k/a Jennifer L. McFall, filed by s/ Michele M. Bradford Esq. No CC.</p>	Fredric Joseph Ammerman
3/15/2007	<p>X Order, NOW, this 15th day of March, 2007, the Prothonotary is Ordered to amend the judgment and the Sheriff is Ordered to amend the writ nunc pro tunc in this case as follows: Total: \$63,346.85. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Lhota</p>	Fredric Joseph Ammerman
3/21/2007	<p>X Certificate of Service, filed. That a true and correct copy of March 15, 2007 Order was sent to Gary E. Dahl and Jennifer L. Dahl a/k/a Jennifer L. McFall, filed by s/ Michele M. Bradford Esq. No CC.</p>	Fredric Joseph Ammerman
10/19/2007	<p>X Sheriff Return, NOT SOLD So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Bulter-Aughenbaugh.            Shff Hawkins costs pd by Atty. \$303.40</p>	Fredric Joseph Ammerman
2/24/2009	<p>X Filing: Writ of Execution / Possession Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1928204 Dated: 2/24/2009 Amount: \$20.00 (Check) For: Wells Fargo Bank N.A. (plaintiff) Writ of Execution against Defendants in the amount of \$63,346.85. Filed by s/ Daniel G. Schmiegl, Esquire. 1CC &amp; 6 Writs w/prop. descr. to Sheriff.</p>	Fredric Joseph Ammerman

ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

IN RE:

CIVIL DIVISION

JOINT PETITION OF J.G. WENTWORTH  
ORIGINATIONS, LLC and  
JUDITH WHALING,

No.: 2009-2384-CD

**JOINT PETITION FOR  
TRANSFER OF STRUCTURED  
SETTLEMENT PURSUANT TO  
STRUCTURED SETTLEMENT  
PROTECTION ACT, 40 P.S. 4000  
ET. SEQ.**

Petitioners.

Filed on Behalf of:  
J.G. Wentworth Originations, LLC  
and Judith Whaling

Counsel of Record for: Petitioner  
J.G. Wentworth Originations, LLC:

E. VERNON PARKINSON, ESQUIRE  
PA I.D. Number: 77729

WELCH, GOLD & SIEGEL, P.C.  
Suite 1240 Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 391-1014

**FILED**

11 2:40 P.M. GL  
NOV 23 2009

William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty

Atty paid 95.00

original  
upstans

## Mortgage Foreclosures

Date		Judge
3/19/2009	<p>X Filing: Praecepte, filed. Please Vacate the judgment entered and mark the action Discontinued and ended without prejudice. Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1928597 Dated: 3/19/2009 Amount: \$7.00 (Check) For: Wells Fargo Bank N.A. (plaintiff) 1CC and 1 cert of disc issued to Atty Hallinan.</p>	Fredric Joseph Ammerman
5/29/2009	<p>X Motion to Strike Erroneous Praecepte to Withdraw Action, filed by s/ Daniel G. Schmiege, Esquire, No CC</p>	Fredric Joseph Ammerman
6/3/2009	<p>X Rule, this 1st day of June, 2009, a Rule is issued upon the parties. Rule Returnable the 25th day of June, 2009, for filing written response. By the Court, /s/ Fredric J. Ammerman, Pres. JUDGE. 1CC Atty. Schmiege</p>	Fredric Joseph Ammerman
6/15/2009	<p>X Certificate of Service, filed. That a true and correct copy of the attached Rule to Show Cause dated June 1, 2009 regarding Plaintiff's Motion to Strike Erroneous Praecepte to Withdraw Action was served upon Gary E. Dahl, Jennifer L. Dahl aka Jennifer L. McFall and Clearfield County Sheriff's Department, filed by s/ Daniel G. Schmiege Esq. No CC.</p>	Fredric Joseph Ammerman
7/8/2009	<p>X Motion to Make Rule Absolute, filed by s/ Jenine R. Davey, Esquire. No CC</p>	Fredric Joseph Ammerman
	<p>X Certificate of Service, filed. A true and correct copy of the Plaintiff's Motion to Make Rule Absolute was served on Gary E. Dahl, Jennifer L. Dahl aka Jennifer L. McFall and Clearfield County Sheriff's Department on 7/7/09, filed by s/ Jenine R. Davey Esq. 1CC Atty Davey.</p>	Fredric Joseph Ammerman
7/14/2009	<p>X Order, this 13th day of July, 2009, Ordered that the Motion to Strike Erroneous Praecepte to Withdraw Action is made absolute and that the Praecepte to Withdraw Action filed on March 19, 2009 is hereby stricken from the instant mortgage foreclosure docket, and Plaintiff is permitted to proceed with the instant foreclosure action and reschedule the Mortgaged premises for Sheriff's Sale. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Davey</p>	Fredric Joseph Ammerman
8/6/2009	<p>X Filing: Praecepte for Writ of Execution Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1930633 Dated: 8/6/2009 Amount: \$20.00 (Check) For: Wells Fargo Bank N.A. (plaintiff) 1CC &amp; 6 writs w/prop. desc to shff Amount Due: 63,346.85.</p>	Fredric Joseph Ammerman
8/14/2009	<p>X Sheriff Return; Writ Returned 8/14/09 Date Deed Filed - NOT SOLD Costs: Sheriff Hawkins - \$181.84 Surcharge - \$40.00 Paid By Atty. So Answers, Chester A. Hawkins, Sheriff, by Cynthia Butler - Aughenbaugh.</p>	Fredric Joseph Ammerman
10/9/2009	<p>X Affidavit of Service of Notice of Sheriff's Sale Pursuant to Pa.R.C.P.: 404(2)/403, filed by s/ Courtenay R. Dunn Esq. No CC.</p>	Fredric Joseph Ammerman
10/15/2009	<p>X Motion For Service of Notice of Sale Pursuant to Special Order of Court, filed by s/ Vivek Srivastava, Esquire. No CC</p>	Fredric Joseph Ammerman

## Civil Other-COUNT

Date		Judge
9/4/2008	New Case Filed.	No Judge
	<del>XX</del> Filing: Civil Complaint Paid by: Noble, Theron G. (attorney for Swatsworth, Karen D.) Receipt number: 1925737 Dated: 9/4/2008 Amount: \$95.00 (Check) For: Swatsworth, Karen D. (plaintiff) 6CC Atty Noble.	No Judge
9/22/2008	<del>XX</del> Acceptance of Service, filed. I accept service of process, pursuant to PA.R.Civ.P. 402(b) of the Civil Complaint on behalf of Defendants R & R Optical Inc., d/b/a Wise Eyes Optical and Ralph Hinson and, signed by s/ John Ryan Esq. (9/15/08) No CC.	No Judge
9/24/2008	<del>XX</del> Entry of Appearance, on behalf of Ralph Hinson, Defendant, enter appearance of Christopher E. Mohney, Esquire. no CC	No Judge
10/10/2008	<del>XX</del> Preliminary Objections, filed by s/ John R. Ryan, Esquire 4CC to Atty.	No Judge
10/13/2008	<del>XX</del> Order, this 13th day of Oct., 2008, upon consideration of Preliminary Objections, it is Ordered that Argument be scheduled the 19th day of Nov., 2008, at 10:00 A.M. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Ryan	Fredric Joseph Ammerman
10/14/2008	<del>XX</del> Certificate of Service, filed. Served a certified copy of Preliminary Objections filed on behalf of R & R Optical Inc d/b/a Wise Eyes Optical together with a certified copy of the Order Scheduling Argument by first class mail this 14th day of October 14, 2008 to Theron G. Noble Esq. and Christopher E. Mohney Esq., filed by s/ John R. Ryan Esq. No CC.	Fredric Joseph Ammerman
10/23/2008	<del>XX</del> Praecipe to discontinue as to Defendant, Hinson, filed. Please mark the above captioned matter discontinued with prejudice only as to defendant RALPH HINSON, filed by s/ Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman
11/24/2008	<del>XX</del> Order, AND NOW, this 19th day of November, 2008, following argument on Preliminary Objections filed on behalf of the Defendants, Order that said Preliminary Objection be and is hereby granted. Provisions of paragraph 12 of the Complaint are stricken as irrelevant and immaterial other than the fact that the said averments establish jurisdiction of the Court to proceed on the Plaintiff's claims. BY THE COURT: /s/ Fredric J. Ammerman, P.J. One CC Attorneys Noble and Ryan	Fredric Joseph Ammerman
12/9/2008	<del>XX</del> Praecipe to Attach Exhibit "A" to Plaintiff's Civil Complaint. Filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman
12/15/2008	<del>XX</del> Certificate of Service, filed. Served a certified copy of Answer, New Matter and Counterclaim by first class mail on the 15th day of December 2008 to Theron G. Noble Esq., filed by s/ John R. Ryan Esq. No CC.	Fredric Joseph Ammerman
	<del>XX</del> Answer, New Matter and Counterclaim, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	Fredric Joseph Ammerman
12/19/2008	<del>XX</del> Preliminary Objections to Answer, New Matter & Counterclaim, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman
12/29/2008	<del>XX</del> Defendant's Preliminary Objections to Preliminary Objections of Plaintiff, file by s/John R. Ryan, Esq. Three CC Attorney Ryan	Fredric Joseph Ammerman
1/2/2009	<del>XX</del> Order, this 2nd day of Jan., 2009, upon consideration of Plaintiff's Preliminary Objections to Defendant's Counterclaim, and the Defendant's Preliminary Objections, it is Ordered that Argument be held on said filings on the 26th day of Jan., 2009, at 11:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Ryan	Fredric Joseph Ammerman

## Mortgage Foreclosures

Date		Judge
10/21/2009	<p>✓ Order, this 19th day of Oct., 2009, the Plaintiff is granted leave to serve the Notice of Sale upon the Defendant Jennifer L. Dahl a/k/a Jennifer L. McFall by:            Publication one time in The Courtier Express and the Clfd. Co. Legal Journal; By first class and certified mail; and by postin the mortgaged premises. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Srivastava</p>	Fredric Joseph Ammerman
11/17/2009	<p>✓ Plaintiff's Motion to Reassess Damages, filed by s/ Courtenay R. Dunn Esq. No CC.            ✓ Certification of Service, filed. That a true and correct copies of Plaintiff's Motion to Reassess Damages and Brief in Support thereof were sent to Gary E. Dahl and Jennifer L. Dahl a/k/a Jennifer L. McFall on 11/16/09, filed by s/ Courtenay R. Dunn Esq. 1CC Atty Dunn.</p>	Fredric Joseph Ammerman Fredric Joseph Ammerman
11/20/2009	<p>✓ Rule, this 20th day of Nov., 2009, a Rule is entered upon the Defendants. Rule Returnable the 23rd day of Dec., 2009 at 9:00 a.m. in courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Phelan</p>	Fredric Joseph Ammerman
11/24/2009	<p>✓ Affidavit of Service of Notice of Sheriff's Sale Pursuant to P.R.C.P. 404(2)/403, filed by s/ Michele M. Bradford Esq. No CC.</p>	Fredric Joseph Ammerman
12/9/2009	<p>✓ Affidavit of Service pursuant to RULe 3129.1, filed. As required by PA.R.C.P. 3129.1 (A) Notice of Sale has been given to Lienholders and any known interested party in the manner required to PA.R.C. P. 3129.1 (c), filed by s/ Francis S. Hallinan Esq.            (see original for names and addresses) NO CC.</p>	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
1/5/2009	<del> <p>XX Certificate of Service, filed. Served a certified copy of Defendant's Preliminary Objections to Preliminary Objection of Plaintiff together with a certified copy of the Order scheduling Argument by first class mail on the 5th day of January 2009 to Theron G. Noble Esq., filed by s/ John R. Ryan Esq. No CC.</p> </del>	Fredric Joseph Ammerman
1/28/2009	<del> <p>XX Order, this 26th day of Jan., 2009, following argument on the Preliminary Objections filed on behalf of the Plaintiffs to the Defendants' Counterclaim Seeking Attorney's Fees and the Defendants' Preliminary Objections, it is Ordered that counsel provide appropriate letter brief to the Court within no more that 15 days from this date. Within no more than 30 days from this date, both of counsel may file further letter brief in response to that of the opposing party. by the court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Noble, Ryan and Mohney</p> </del>	Fredric Joseph Ammerman
2/6/2009	<del> <p>XX Certificate of Service, filed. Served a true and correct copy of Defendant's Letter Brief on the 5th day of February 2009 to The Honorable Fredric J. Ammerman (via hand delivery) and Theron G. Noble Esq (via first class mail filed by s/ John R. Ryan Esq. No CC.</p> </del>	Fredric Joseph Ammerman
3/5/2009	<del> <p>XX Joint Praecipe to Amend Caption, filed by s/ Theron G. Noble Esq. and s/ John R. Ryan Esq.  New caption:   Karen D. Swatsworth and  Elaine G. Trimpey, adult individuals  Defendant  Plaintiffs    vs   R &amp; R Optical Inc., d/b/a  Wise Eyes Optical, a duly formed  and existing Pennsylvania Corporation  3CC Atty Ryan</p> </del>	Fredric Joseph Ammerman
4/8/2009	<del> <p>XX Order, this 8th day of April, 2009, Plaintiffs' Preliminary Objections to the Defendants' Counter-claim are DISMISSED. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; Ryan, Noble</p> </del>	Fredric Joseph Ammerman
4/16/2009	<del> <p>XX Reply to New Matter &amp; Answer to Counter-claim, filed by s/ Theron G. Noble Esq. No CC.</p> </del>	Fredric Joseph Ammerman
4-17-09	<del> <p>XX Transcript of Proceedings, dated April 2, 2009, filed. (see original)</p> </del>	Fredric Joseph Ammerman
4/21/2009	<del> <p>XX Certificate of Service, filed. Served a Request for Production of Documents submitted on behalf of of defendant on Theron G. Noble Esq. by United States mail on the 20th day of April 2009, filed by s/ John R. Ryan Esq. No CC.,</p> </del>	Fredric Joseph Ammerman
4/23/2009	<del> <p>XX Notice of Service, filed by Atty. Noble no c/c  Mailed copy of Fisrt Set of Interrogatories and Request for Documents to Atty. Ryan.</p> </del>	Fredric Joseph Ammerman
	<del> <p>Notice of Service, filed. This 22nd day of April 2009 mail a true and correct copy of Plaintiffs' First Set of Interrogatories and Request for Production of Documents via first class mail to John Ryan Esq., filed by s/ Theron G. Noble Esq. NO CC.</p> </del>	Fredric Joseph Ammerman
4/24/2009	<del> <p>XX Response to Motion to Compel, filed by s/ John R. Ryan, Esquire. 4CC Atty. Ryan</p> </del>	Fredric Joseph Ammerman

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 \_\_\_\_\_ 140256

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. *06-1496-CD*

CLEARFIELD COUNTY

v.

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

**FILED** *Att'y pd. 85.00*  
*m/a: 5061*  
SEP 14 2006 *4CC SHS*

Defendants

William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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



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

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

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

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

1. Plaintiff is

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

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

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

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

3. On 12/23/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200323280.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

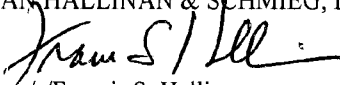
6. The following amounts are due on the mortgage:

Principal Balance	\$51,404.77
Interest 11/01/2005 through 09/12/2006 (Per Diem \$15.06)	4,758.96
Attorney's Fees	1,250.00
Cumulative Late Charges 12/23/2003 to 09/12/2006	45.58
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 58,009.31
Escrow	
Credit	- 63.37
Deficit	0.00
Subtotal	<u>\$- 63.37</u>
<b>TOTAL</b>	<b>\$ 57,945.94</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$57,945.94, together with interest from 09/12/2006 at the rate of \$15.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN, HALLINAN & SCHMIEG, LLP

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

## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

PROPERTY BEING: 121 WILSON AVENUE, DUBOIS, PA 15801

**VERIFICATION**

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ) and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



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FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: \_\_\_\_\_

9/12/06

**FILED**

**SEP 14 2006**

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

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

DOCKET # 101931  
NO: 06-1496-CD  
SERVICE # 1 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

**SHERIFF RETURN**


---

NOW, October 02, 2006 AT 3:41 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GARY E. DAHL DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GARY E. DAHL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

**FILED**

DEC 13 2006

William A. Shaw   
Prothonotary/Clerk of Courts

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

DOCKET # 101931  
NO: 06-1496-CD  
SERVICE # 2 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

**SHERIFF RETURN**

---

NOW, September 21, 2006 AT 10:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENNIFER L. DAHL aka JENNIFER L. MCFALL DEFENDANT AT 121 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER DAHL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET



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

DOCKET # 101931  
NO: 06-1496-CD  
SERVICE # 3 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

**SHERIFF RETURN**

---

NOW, October 02, 2006 AT 3:41 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GARY E. DAHL DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GARY E. DAHL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

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

DOCKET # 101931  
NO: 06-1496-CD  
SERVICE # 4 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

**SHERIFF RETURN**

---

NOW, September 21, 2006 AT 10:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENNIFER L. DAHL aka JENNIFER L. MCFALL DEFENDANT AT 121 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER DAHL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101931  
NO: 06-1496-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

SHERIFF RETURN

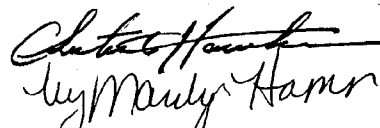
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	534336	40.00
SHERIFF HAWKINS	PHELAN	534336	53.91

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

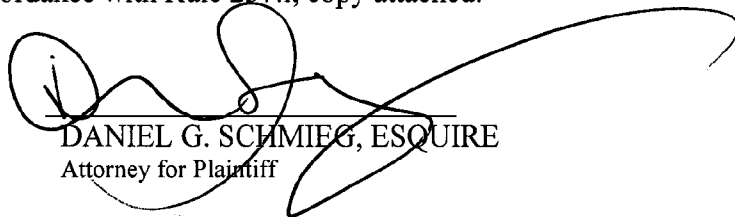
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against GARY E. DAHL and JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$57,945.94
Interest (9/13/06 to 11/8/06)	<u>843.36</u>
<b>TOTAL</b>	<b>\$58,789.30</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: January 8, 2007

  
PRO PROTHY

140256

**FILED** Atty pd. 20.00  
m 11:04 AM  
JAN 08 2007  
icc - Notice to def.  
Statement to  
Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

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

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL  
Defendants

: NO. 06-1496-CD

TO: GARY E. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: OCTOBER 24, 2006

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

#### IMPORTANT NOTICE

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

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

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

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

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

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

GARY E. DAHL : NO. 06-1496-CD  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL  
Defendants

TO: JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

**FILE COPY**

DATE OF NOTICE: OCTOBER 24, 2006

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

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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT  
ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
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SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
100 SOUTH STREET  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG, ESQUIRE  
IDENTIFICATION NO. 62205  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

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

CLEARFIELD COUNTY

No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

**VERIFICATION OF NON-MILITARY SERVICE**

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

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

(b) that defendant, GARY E. DAHL, is over 18 years of age, and resides at 121 WILSON AVENUE, DUBOIS, PA 15801 .

(c) that defendant, JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, is over 18 years of age, and resides at 121 WILSON AVENUE, DUBOIS, PA 15801.

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

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE

**FILED**

**JAN 08 2007**

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

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

Plaintiff No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on January 8, 2007.

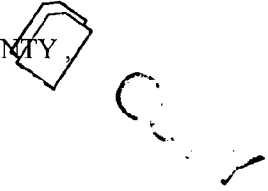
By: Willie [Signature] DEPUTY

If you have any questions concerning this matter please contact:

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

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

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



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

No.: 2006-01496-CD

Real Debt: \$58,789.30

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gary E. Dahl  
Jennifer L. Dahl  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: January 8, 2007

Expires: January 8, 2012

Certified from the record this 8th day of January, 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)  
Pa.R.C.P. 3180-3183

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

No. 06-1496-CD

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

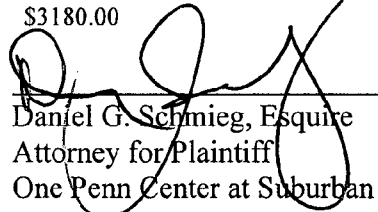
Amount Due

\$58,789.30

Interest from 11/8/06 to  
Date of Sale (\$9.66 per diem)  
Add'l fees

and Costs  
125.00 Prothonotary costs

\$3180.00

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

Note: Please attach description of Property.

140256

FILED  
m/b: 3/16/07  
JAN 08 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y pd. 20.00  
ICC @ Lewnts  
w/prop. descr.  
to sheriff

No. 06-1496-CD

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

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

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

\_\_\_\_\_  
**Attorney for Plaintiff(s)**

Address: 121 WILSON AVENUE, DUBOIS, PA 15801  
121 WILSON AVENUE, DUBOIS, PA 15801

Where papers may be served.

140256

William A. Shaw  
Prothonotary/Clerk of Courts

JAN 08 2007

**FILED**

## DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.  
Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

PARCEL IDENTIFICATION NO: 128-B04-430-64 + 128-B04-430-65

Premises:       121 Wilson Avenue, DuBois, PA 15801-1247  
                  Sandy Township  
                  Clearfield County  
                  Pennsylvania

## RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

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

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

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

No.: 06-1496-CD

vs.

CLEARFIELD COUNTY

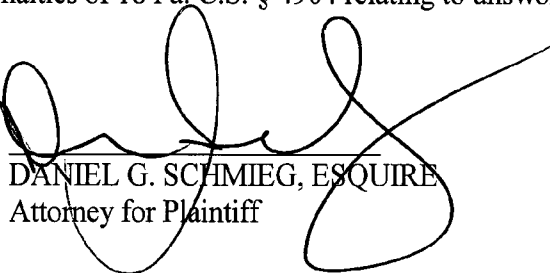
GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

CERTIFICATION

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

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

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO  
WELLS FARGO HOME MORTGAGE, INC. No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 121 WILSON AVENUE, DUBOIS, PA 15801:

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

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

GARY E. DAHL	121 WILSON AVENUE DUBOIS, PA 15801
--------------	---------------------------------------

JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL	121 WILSON AVENUE DUBOIS, PA 15801
--	---------------------------------------

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

SAME AS ABOVE

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

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

November 7, 2006

CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., S/B/M TO  
WELLS FARGO HOME MORTGAGE, INC. No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 121 WILSON AVENUE, DUBOIS, PA 15801:

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

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

None.

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

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

None.



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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

COMMONWEALTH OF PA BUREAU OF INDIVIDUAL TAX INHERITANCE TAX DIVISION ATTN: JOHN MURPHY	6TH FL. STRAWBERRY SQUARE DEPT. 280601 HARRISBURG, PA 17128
---	---

DEPT. OF PUBLIC WELFARE TPL CASUALTY UNIT ESTATE RECOVERY PROGRAM	P.O. BOX 8486 WILLOW OAK BLDG. HARRISBURG, PA 17105
---	---

INTERNAL REVENUE SERVICE FEDERATED INVESTORS TOWER	13TH FLOOR, SUITE 1300 1001 LIBERTY AVENUE PITTSBURGH, PA 15222
---	---

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

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant	121 WILSON AVENUE DUBOIS, PA 15801
-----------------	---------------------------------------

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

November 7, 2006

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

 COPY

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 06-1496-CD

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

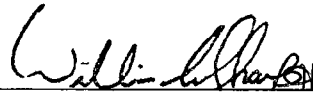
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: 121 WILSON AVENUE, DUBOIS, PA 15801

(See legal description attached.)

Amount Due	\$58,789.30
Interest from 11/8/06 to Date of Sale (\$9.66 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed.
Add'l fees	\$3180.00 <sup>125.00</sup> <b>Prothonotary costs</b>

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 11/8/2007  
(SEAL)

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

140256

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

No. 06-1496-CD

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

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

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$58,789.30</u>
Int. from 11/8/06 to Date of Sale (\$9.66 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____

2/10/07 10:00 AM

  
\_\_\_\_\_  
Attorney for Plaintiff

Address: 121 WILSON AVENUE, DUBOIS, PA 15801  
121 WILSON AVENUE, DUBOIS, PA 15801  
Where papers may be served.

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

140256

**DESCRIPTION**

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

**PARCEL IDENTIFICATION NO:** 128-B04-430-64 + 128-B04-430-65

Premises:        121 Wilson Avenue, DuBois, PA 15801-1247  
                     Sandy Township  
                     Clearfield County  
                     Pennsylvania

**RECORD OWNER**

**TITLE TO SAID PREMISES IS VESTED IN** Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

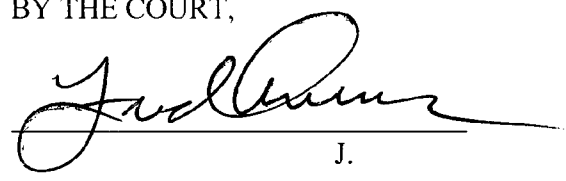
Wells Fargo Bank, N.A., S/B/M to Wells Fargo Home Mortgage, Inc.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Clearfield County
Gary E. Dahl Jennifer L. Dahl A/K/A Jennifer L. McFall	:	No. 06-1496-CD
Defendants		

RULE

AND NOW, this 1<sup>ST</sup> day of March 2007, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 15<sup>th</sup> day of March 2007, at 9:30 A.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
J.

**FILED**  
9/10:30 am  
MAR 02 2007  
100 AHG  
Bradford  
(6)

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3-2-2007

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

**FILED**

**MAR 02 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**  
MAR 01 2007  
M/210/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. 4/L

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

: No. 06-1496-CD

Defendants

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

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

1. Plaintiff commenced this foreclosure action by filing a Complaint on September 14, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on January 8, 2007 in the amount of \$58,789.30. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on April 13, 2007. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

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

Principal Balance	\$51,404.77
Interest Through 4/13/07	7,656.69
Per Diem \$15.14	
Late Charges	45.58
Legal fees	1,675.00
Cost of Suit and Title	1,347.50
Sheriff's Sale Costs	0.00
Property Inspections	60.00
Appraisal/BPO	190.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>967.31</u>
<b>TOTAL</b>	<b>\$63,346.85</b>

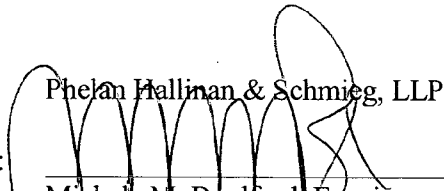
6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

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



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

Date: 2/26/07

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

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

Home Mortgage, Inc.

Plaintiff

: Court of Common Pleas

: Civil Division

vs.

: Clearfield County

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendants

: No. 06-1496-CD

**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

**I. BACKGROUND OF CASE**

Defendants executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 121 Wilson Avenue, Dubois, PA 15801. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendants defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendants credit for monthly payments tendered through bankruptcy, if any.

## **II. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT**

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958). Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988). The Pennsylvania Superior Court has repeatedly cited the right of a foreclosing creditor to amend its judgment prior to the Sheriff's sale. Nationsbanc Mortgage Corp. v. Grillo, 827 A.2d 489 (Pa.Super. 2003). Morgan Guaranty Trust Co. of N.Y. vs. Mowl, 705 A.2d 923 (Pa. Super. 1998). Union National Bank of Pittsburgh v. Ciongoli, 407 Pa.Super. 171, 595 A.2d 179 (1991).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect

its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendants as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendants' failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagors to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagors are also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property. The mortgagors have breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

### **III. INTEREST**

The Mortgage clearly requires that the Defendants shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

### **IV. TAXES AND INSURANCE**

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

### **V. ATTORNEY'S FEES**

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974).

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa. Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

## VI. CONCLUSION

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

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

DATE: 2/26/07

Phelan Hallinan & Schmieg, LLP

By: 

Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

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

140256

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

Plaintiff

v.

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *06-1496-CD*

CLEARFIELD COUNTY



William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

to be a true and  
correct copy of the  
original filed of record

ATTORNEY FILE COPY  
PLEASE RETURN



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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Plaintiff

v.

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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814-765-2641 x 5982

I hereby certify the  
within to be a true and  
correct copy of the  
original filed of record

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

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

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

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

1. Plaintiff is

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

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

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

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

3. On 12/23/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200323280.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

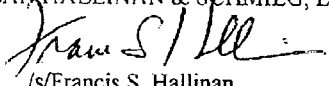
6. The following amounts are due on the mortgage:

Principal Balance	\$51,404.77
Interest	4,758.96
11/01/2005 through 09/12/2006 (Per Diem \$15.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	45.58
12/23/2003 to 09/12/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 58,009.31
Escrow	
Credit	- 63.37
Deficit	0.00
Subtotal	<u>\$- 63.37</u>
<b>TOTAL</b>	<b>\$ 57,945.94</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$57,945.94, together with interest from 09/12/2006 at the rate of \$15.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

**THE FIRST THEREOF:** Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

**THE SECOND THEREOF:** On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

**THE THIRD THEREOF:** BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

PROPERTY BEING: 121 WILSON AVENUE, DUBOIS, PA 15801

# Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

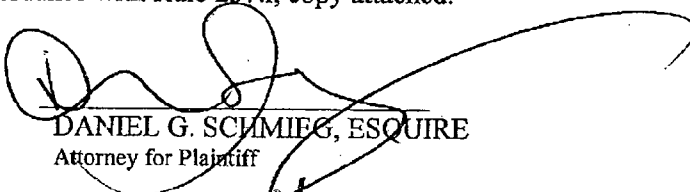
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against GARY E. DAHL and JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$57,945.94
Interest (9/13/06 to 11/8/06)	<u>843.36</u>
<b>TOTAL</b>	<b>\$58,789.30</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: January 8, 2007

  
PROTHONOTARY

140256

**FILED**  
JAN 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**VERIFICATION**

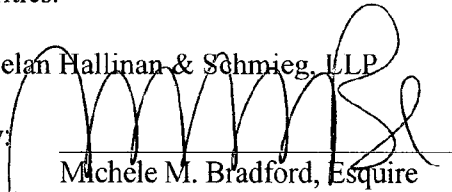
Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The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

DATE: \_\_\_\_\_

2/26/07

Phelan Hallinan & Schmieg, LLP

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

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff



PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

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

Home Mortgage, Inc.

Plaintiff

ATTORNEY FOR PLAINTIFF

vs.

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-1496-CD

**CERTIFICATION OF SERVICE**

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

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

121 Wilson Avenue

Dubois, PA 15801

Gary E. Dahl

112 Karoleski Road

Dubois, PA 15801

DATE: 2/26/07

Phelan Hallinan & Schmieg, LLP

By: 

Michele M. Bradford, Esquire  
Attorney for Plaintiff

**FILED**  
MAR 01 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
m/10:59/07  
MAR 09 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849 ATTORNEY FOR PLAINTIFF  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Wells Fargo Bank, N.A., S/B/M to Wells Fargo : Court of Common Pleas  
Home Mortgage, Inc. : Civil Division

Plaintiff : Civil Division

vs. : Clearfield County

Gary E. Dahl : No. 06-1496-CD  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
Defendants

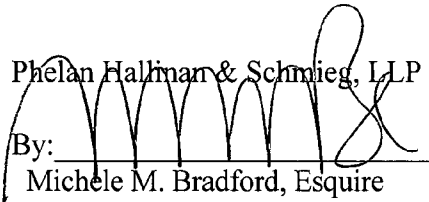
**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the March 1, 2007 Rule directing the defendant to show by March 15, 2007 was sent to the following individuals on the date indicated below.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
121 Wilson Avenue  
Dubois, PA 15801

Gary E. Dahl  
112 Karoleski Road  
Dubois, PA 15801

DATE: 3/6/07

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

**FILED**

**MAR 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED *2cc*  
*0/12:51/201* *Atty*  
MAR 15 2007 *Lhota*

William A. Shaw  
Prothonotary/Clerk of Courts *610*

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

Wells Fargo Bank, N.A., S/B/M to Wells Fargo Home Mortgage, Inc.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	Clearfield County
Gary E. Dahl Jennifer L. Dahl A/K/A Jennifer L. McFall	:	No. 06-1496-CD
Defendants		

**ORDER**

AND NOW, this 15 day of March, 2007 the Prothonotary is ORDERED to amend the judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$51,404.77
Interest Through 4/13/07	7,656.69
Per Diem \$15.14	
Late Charges	45.58
Legal fees	1,675.00
Cost of Suit and Title	1,347.50
Sheriff's Sale Costs	0.00
Property Inspections	60.00
Appraisal/BPO	190.00
MIP/PMI	0.00
NSF	0.00

Suspense/Misc. Credits	0.00
Escrow Deficit	<u>967.31</u>

<b>TOTAL</b>	<b>\$63,346.85</b>
--------------	--------------------

Plus interest from 4/13/07 through the date of sale at six percent per annum.

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

BY THE COURT



J.

140256

**FILED**

**MAR 15 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/15/07

You are responsible for serving all appropriate parties.

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

\_\_\_\_\_ Plaintiff(s) \_\_\_\_\_ Plaintiff(s) Attorney \_\_\_\_\_ Other

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

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

FILED <sup>NO CC</sup>  
MAR 21 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

: No. 06-1496-CD

Defendants

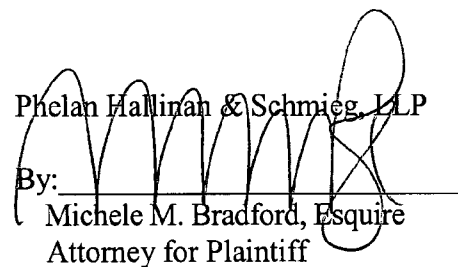
**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the March 15, 2007 Order was sent to the following individuals on the date indicated below.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
121 Wilson Avenue  
Dubois, PA 15801

Gary E. Dahl  
112 Karoleski Road  
Dubois, PA 15801

DATE: 3/16/07

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



**FILED**

**MAR 21 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20497  
NO: 06-1496-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.  
vs.  
DEFENDANT: GARY E. DAHL AND JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/08/2007

LEVY TAKEN 01/16/2007 @ 2:15 PM

POSTED 01/16/2007 @ 2:15 PM

SALE HELD

SOLD TO

WRIT RETURNED 10/19/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
01/16/2007  
OCT 19 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

01/19/2007 @ 12:16 PM SERVED GARY E. DAHL

SERVED GARY E. DAHL, DEFENDANT, AT A MEETING PLACE DUBOIS-ROCKTON ROAD, ENTRANCE TO DEVILLE ESTATES, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GARY E. DAHL

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.

01/16/2007 @ 2:15 PM SERVED JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

SERVED JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, DEFENDANT, AT HER RESIDENCE 121 WILSON AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LLEWELLYN K. BROWN, LIVE IN BOYFRIEND/AAR

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.

@ SERVED

NOW, MARCH 16, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 13 2007. THE DEFENDANTS FILED CHAPTER 13 BANKRUPTCY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20497  
NO: 06-1496-CD

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

vs.

DEFENDANT: GARY E. DAHL AND JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

Execution REAL ESTATE

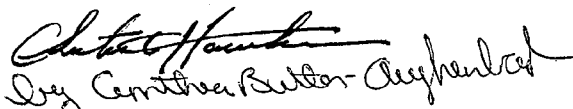
SHERIFF RETURN

---

SHERIFF HAWKINS \$263.40

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins  
Sheriff

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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 06-1496-CD

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: 121 WILSON AVENUE, DUBOIS, PA 15801

(See legal description attached.)

Amount Due	\$58,789.30
Interest from 11/8/06 to Date of Sale (\$9.66 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed.
Add'l fees	\$3180.00 <sup>125.00</sup> <b>Prothonotary costs</b>

*William A. ...*  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 1/8/2007  
(SEAL)

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

140256

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

Received January 8, 2007 @ 11:00 a.m.  
Cheston A. Hinkle's  
By Cynthia Butler-Agharkef

**DESCRIPTION**

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

PARCEL IDENTIFICATION NO: 128-B04-430-64 + 128-B04-430-65

Premises:        121 Wilson Avenue, DuBois, PA 15801-1247  
                     Sandy Township  
                     Clearfield County  
                     Pennsylvania

**RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GARY E. DAHL

NO. 06-1496-CD

NOW, October 19, 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 , I exposed the within described real estate of Gary E. Dahl And Jennifer L. Dahl A/K/A Jennifer L. Mcfall to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
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	
ADD'L POSTING	15.00
ADD'L MILEAGE	36.86
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$263.40</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	58,789.30
INTEREST @ 9.6600	(7,077,138.1
FROM 11/08/2006 TO	
ATTORNEY FEES	
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>(\$7,018,308.88)</b>

**COSTS:**

ADVERTISING	494.85
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	263.40
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$883.25</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

Law Offices  
**PHELAN HALLINAN & SCHMIEG, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
**Christine.Schoffler@fedphe.com**

CHRISTINE SCHOFFLER  
Judgment Department, Ext. 1286

Representing Lenders in  
Pennsylvania and New Jersey

March 16, 2007

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. v.  
GARY E. DAHL & JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL**  
No. 06-1496-CD  
121 WILSON AVENUE, DUBOIS, PA 15801

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for **APRIL 13, 2007**, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The Defendants filed a Chapter 13 Bankruptcy (No. 07-70276 ) on 3/15/07..

Very truly yours,

Christine Schoffler

VIA TELECOPY (814) 765-5915

CC: GARY E. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL A/K/A  
JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

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

**Pa.R.C.P. 3180-3183**

COPY

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-1496-CD

vs.

GARY E. DAHL

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due		Prothonotary costs	\$63,346.85 145.00
Interest from 04/14/2007 to Sale			\$ _____
Per diem \$10.41			\$
Acc'd'l Costs			\$
Writ Total			\$

*Daniel G. Schmiege*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Note: Please attach description of Property.

140256

**FILED** Atty pd. 20.00  
m/11/2/09  
FEB 24 2009  
William A. Snaw  
Prothonotary/Clerk of Courts  
cc @ Lewits w/  
prop desc  
to Sheriff  
60



No. 06-1496-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: GARY E. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

**FILED**

**FEB 24 2009**

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



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

Plaintiff.

v.

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

Defendant(s).

:  
:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 06-1496-CD  
:  
:  
:  
:  
:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.,  
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the  
Praecipe for the Writ of Execution was filed, the following information concerning the real property located at  
121 WILSON AVENUE, DUBOIS, PA 15801.

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

NAME

LAST KNOWN ADDRESS (If address cannot  
be reasonably ascertained, please so indicate.)

GARY E. DAHL

121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL

121 WILSON AVENUE  
DUBOIS, PA 15801

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

NAME

LAST KNOWN ADDRESS (If address cannot  
be reasonably ascertained, please so indicate.)

Same as Above

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

FEBRUARY 23, 2009  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

**Plaintiff,**

**v.**

**GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 06-1496-CD**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.,**  
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the  
Praecipe for the Writ of Execution was filed, the following information concerning the real property located at  
**121 WILSON AVENUE, DUBOIS, PA 15801.**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**None**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**None**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**None**

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**None**

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	121 WILSON AVENUE DUBOIS, PA 15801
DOMESTIC RELATIONS CLEARFIELD COUNTY	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6 <sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128
Internal Revenue Service Federated Investors Tower	13 <sup>TH</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105

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

FEBRUARY 23, 2009

Date

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

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

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

vs.

GARY E. DAHL

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ....

No. 06-1496-CD

No. ....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 121 WILSON AVENUE, DUBOIS, PA 15801  
(See Legal Description attached)

Amount Due

\$63,346.85

Prothonotary costs

145.00

Interest from 04/14/2007 to Sale

\$ \_\_\_\_\_

Per diem \$10.41

Add'l Costs

\$

Writ Total

\$

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 2/24/09  
(SEAL)

No. 06-1496-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Real Debt \$63,346.85

Int. from 04/14/2007

To Date of Sale (\$10.41 per diem)

Costs

Prothy Pd. 145.00

Sheriff

  
DANIEL G. SCHIMEG, ESQUIRE  
Attorney for Plaintiff

Address: GARY E. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801



## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

TITLE TO SAID PREMISES IS VESTED IN Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

Premises being: 121 WILSON AVENUE  
DUBOIS, PA 15801

Tax Parcel No. 128-B04-430-64 & 128-B04-430-65

**PHELAN HALLINAN & SCHMIEG, LLP**  
 Lawrence T. Phelan, Esq., Id. No. 32227  
 Francis S. Hallinan, Esq., Id. No. 62695  
 Daniel G. Schmieg, Esq., Id No. 62205  
 One Penn Center at Suburban Station  
 1617 John F. Kennedy Boulevard, Suite 1400  
 Philadelphia, PA 19103-1814  
 (215) 563-7000

**FILED** pd # 7.00 Atty  
 m/ 10:45 am ICC. 1 cert of  
 MAR 19 2009 disc issued  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 ATTORNEY FOR PLAINTIFF  
 to Atty Hallinan

<b>WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC</b>	:	<b>Court of Common Pleas</b>
	:	
<b>Plaintiff</b>	:	<b>Civil Division</b>
	:	
<b>vs</b>	:	<b>CLEARFIELD County</b>
	:	
<b>GARY E. DAHL JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL</b>	:	<b>No. 06-1496-CD</b>
	:	
<b>Defendant</b>	:	<b>PHS# 140256</b>

**PRAECIPE**

TO THE PROTHONOTARY:

\_\_\_\_\_ Please mark the above referenced case Discontinued and Ended without prejudice.

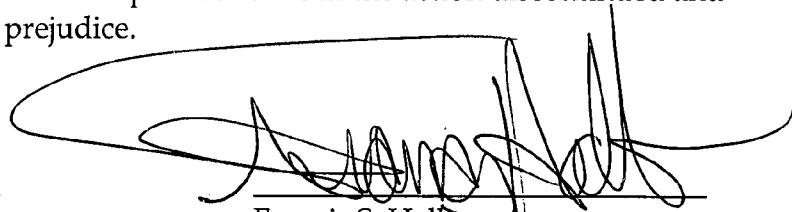
\_\_\_\_\_ Please mark the above referenced case Settled, Discontinued and Ended.

\_\_\_\_\_ Please mark Judgments satisfied and the Action settled, discontinued and ended.

Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

\_\_\_\_\_ Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: March 18, 2009



Francis S. Hallinan  
 Attorney for Plaintiff

7

**FILED**

**MAR 19 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Wells Fargo Bank N.A.  
Wells Fargo Home Mortgage Inc.

Vs.

No. 2006-01496-CD

Gary E. Dahl  
Jennifer L. Dahl a/k/a  
Jennifer L. McFall

CERTIFICATE OF DISCONTINUATION


Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 19, 2009, marked:

Discontinued and ended without prejudice

Record costs in the sum of \$152.00 have been paid in full by Francis S. Hallinan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of March A.D. 2009.



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

lm

FILED

MAY 29 2009

NOCC

(CS10)

William A. Shaw  
Prothonotary/Clerk of Courts

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Wells Fargo Bank, N.A.

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County, Pennsylvania

Plaintiff

v.

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendants

**MOTION TO STRIKE ERRONEOUS PRAECIPE TO WITHDRAW ACTION**

AND NOW COMES Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby motions this Court to Strike Erroneous Praecipe to Withdraw Action in the above captioned matter and in support thereof avers the following:

1. On December 23, 2003, Gary E. Dahl and Jennifer L. Dahl A/K/A Jennifer L. McFall (hereinafter "the Defendants") made, executed and delivered a Mortgage upon the premises being known and numbered as 121 Wilson Avenue, Township of Sandy, Commonwealth of Pennsylvania (hereinafter "the mortgaged premises"), to Plaintiff, which Mortgage was recorded on December 29, 2003 in

the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200323280. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the Mortgage.

2. The obligation secured by the Mortgage fell into default, and as a result, Plaintiff initiated the instant *in rem* foreclosure action on September 14, 2006. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of Plaintiff's Mortgage Foreclosure Complaint.
3. Jennifer L. Dahl A/K/A Jennifer L. McFall was personally served with the Complaint by the Sheriff's Office of Clearfield County on September 21, 2006 at the mortgaged premises. Gary E. Dahl was personally served with the Complaint at the Sheriff's Office of Clearfield County. Attached hereto, made a part hereof, and marked as Exhibit "C" are true and correct copies of the Affidavits of Service.
4. The Defendants failed to respond to the Complaint, and an *in rem* Default Judgment in the amount of \$58,789.30 was entered on January 8, 2007. Attached hereto, made a part hereof, and marked as Exhibit "D" is a true and correct copy of the Praecipe for Default Judgment.
5. Plaintiff obtained a Court Order dated March 15, 2007 ordering the Prothonotary to reassess damages in this case for the amount of \$63,346.85. Attached hereto, made a part hereof, and marked as Exhibit "E" is a true and correct copy of the Order reassessing damages.
6. Believing that a default workout had been arranged, Plaintiff erroneously filed a Praecipe to Withdraw the instant foreclosure action. Attached hereto, made a part

hereof, and marked as Exhibit "F" is a true and correct copy of the erroneous Praecipe to Withdraw Action.

7. The mortgage default which is the subject of the captioned mortgage foreclosure action has not been cured and no workout has been reached, nor has the accelerated debt been paid, and in fact the debt remains outstanding.
8. No prejudice will be caused to the Defendants and or any lien holders if Plaintiff is permitted to proceed with this foreclosure and reschedule the Mortgaged premises for Sheriff's sale, as the debt remains outstanding and the action is *in rem* only.
9. If Plaintiff is not permitted to proceed with its foreclosure action, it will be greatly prejudiced, as the total amount of debt secured by the Mortgage is in excess of \$63,346.85, plus interest at a rate of \$45.58 per day, plus other costs and charges collectible under the Mortgage.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant Plaintiff's Motion and strike the erroneous Praecipe to Withdraw Action and permitting Plaintiff to continue with the instant foreclosure action and reschedule the Mortgaged premises for Sheriff's Sale.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 140C

Philadelphia, PA 19103

Attorney for Plaintiff

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Wells Fargo Bank, NA

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County, Pennsylvania

Plaintiff

v.

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFalls

Defendants

**MEMORANDUM OF LAW**

**I. Factual Background:**

On December 23, 2003, Gary E. Dahl and Jennifer L. Dahl A/K/A Jennifer L. McFall (hereinafter "the Defendants") made, executed and delivered a Mortgage upon the premises located at 121 Wilson Avenue, Township of Sandy, Commonwealth of Pennsylvania (hereinafter "the mortgaged premises") to Plaintiff, which Mortgage was



recorded on December 29, 2003 in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200323280.

The Mortgage fell into default upon the Defendants failure to tender monthly payments due upon the Mortgage since December 1, 2005, and each month thereafter, and as a result of said default, Plaintiff initiated the instant foreclosure action. The Defendants failed to respond to the Complaint, and an *in rem* Default Judgment was entered on January 8, 2007 in the amount of \$58,789.30. Plaintiff subsequently obtained a Court Order dated March 15, 2007 reassessing the damages in the amount of \$63,346.85.

Plaintiff filed a Praecipe to Withdraw the instant action on March 19, 2009 believing in error that the default was cured through mutual agreement. It is, therefore, appropriate that the praecipe be stricken

This Court has plenary powers to administer equity according to well-settled principals of equity jurisprudence in cases under its jurisdiction. Cheval v. City of Philadelphia, 176 A.779, 116 Pa. Super 101 (1935). Moreover, it is also well-settled that the Court will lien to a liberal exercise of the equity power conferred upon them without encouraging technical niceties in the modes of procedure and forms of pleading. Gunnett v. Trout, 112 A.2d 333, 380 Pa. 504 (1955). In this case, the erroneous filing of a Praecipe to Withdraw Action is precluding Plaintiff from proceeding with foreclosure and the Sheriff's sale, although the debt remaining is outstanding.

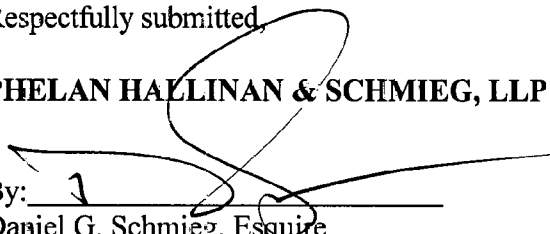
WHEREFORE, Plaintiff respectfully requests this Honorable Court grant Plaintiff's Motion and strike the erroneous Praecipe to Withdraw Action and permitting Plaintiff to

continue with the instant foreclosure action and reschedule the mortgaged premises for Sheriff's Sale.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: May 28, 2009

By:   
Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

# **Exhibit “A”**

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**  
**Maurene Inlow - Chief Deputy**  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

**ABSOLUTE SETTLEMENT CO**  
900 A BEAVER DRIVE  
DUBOIS, PA 15801

Instrument Number - 200323280  
Recorded On 12/29/2003 At 10:23:30 AM

- \* Instrument Type - MORTGAGE
- \* Total Pages - 25
- Invoice Number - 103467
- \* Mortgagor - DAHL, GARY E
- \* Mortgagee - WELLS FARGO HOME MORTGAGE INC
- \* Customer - ABSOLUTE SETTLEMENT CO

<b>* FEES</b>	
RECORDING FEES -	\$53.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$68.50

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



**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THE LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared by:  
**NANCY HOCHBEIN**  
**WELLS FARGO HOME MORTGAGE, INC.**  
**2081 KILLEBREW DR #300**  
**BLOOMINGTON, MN 55425**

Return To:  
**WELLS FARGO HOME MORTGAGE, INC.**  
**FINAL DOCUMENTS X4791-022**  
**3601 MINNESOTA DRIVE**  
**BLOOMINGTON, MN 55436-5284**

Parcel Number:

\_\_\_\_\_  
[Space Above This Line For Recording Data]

**MORTGAGE**

**0134612426**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

**(A) "Security Instrument"** means this document, which is dated **DECEMBER 23, 2003** together with all Riders to this document.

**(B) "Borrower"** is  
**GARY E. DAHL AND JENNIFER L. DAHL, HUSBAND AND WIFE**

**Borrower** is the mortgagor under this Security Instrument.  
**(C) "Lender"** is **WELLS FARGO HOME MORTGAGE, INC.**

**Lender** is a Corporation organized and existing under the laws of **THE STATE OF CALIFORNIA**

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

**THE FIRST THEREOF:** Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

**THE SECOND THEREOF:** On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

**THE THIRD THEREOF:** BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northarly direction 30 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

Clearfield County Tax Map No. 128-B04-430-64 & 128-B04-430-65

Lender's address is  
P. O. BOX 6137, DES MOINES, IA 50306-6137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **DECEMBER 23, 2003**.

The Note states that Borrower owes Lender **FIFTY-TWO THOUSAND ONE HUNDRED AND NO/100** Dollars

(U.S. \$ ~~52,100.00~~ **52,100.00**.....) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than **JANUARY 1, 2034**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider             |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider              |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input checked="" type="checkbox"/> Other(s) [specify] |

**Prepayment Rider**

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

*GED GLD*

26. **Reinstatement Period.** Borrower's time to reinstate provided in Section 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Carl A. F.

Carl A. F.

Gary E. Dahl (Seal)  
Borrower  
GARY E. DAHL

Jennifer L. Dahl (Seal)  
Borrower  
JENNIFER L. DAHL



**ADJUSTABLE RATE RIDER  
TWO YEAR / SIX MONTH ARM**  
(LIBOR Index - Rate Caps)

0134012425

THIS ADJUSTABLE RATE RIDER is made this 23rd day of DECEMBER, 2003....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....  
WELLS FARGO HOME MORTGAGE, INC......(the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:  
.....121 WILSON AVENUE, DUBOIS, PA. 15801.....  
(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 5.875..... %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of JANUARY, 2005....., and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

# **Exhibit “B”**

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

140256

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

Plaintiff

v.

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *06-1496-CD*

CLEARFIELD COUNTY



William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

Verify the  
to be a true and  
correct copy of the  
original filed of record

ATTORNEY FILE COPY  
PLEASE RETURN

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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

I hereby certify the  
within to be a true and  
correct copy of the  
original filed of record

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

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

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

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

1. Plaintiff is

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

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

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

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

3. On 12/23/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200323280.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

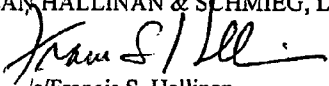
6. The following amounts are due on the mortgage:

Principal Balance	\$51,404.77
Interest 11/01/2005 through 09/12/2006 (Per Diem \$15.06)	4,758.96
Attorney's Fees	1,250.00
Cumulative Late Charges 12/23/2003 to 09/12/2006	45.58
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 58,009.31
Escrow	
Credit	- 63.37
Deficit	0.00
Subtotal	<u>\$- 63.37</u>
<b>TOTAL</b>	<b>\$ 57,945.94</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$57,945.94, together with interest from 09/12/2006 at the rate of \$15.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

**THE FIRST THEREOF:** Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

**THE SECOND THEREOF:** On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

**THE THIRD THEREOF:** BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Faulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

PROPERTY BEING: 121 WILSON AVENUE, DUBOIS, PA 15801



VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1924 ( c ) and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



---

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE:

9/12/06

# **Exhibit “C”**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 10-931  
NO: 06-1496-CD  
SERVICE # 1 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

COPY

SHERIFF RETURN

---

NOW, October 02, 2006 AT 3:41 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GARY E. DAHL DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 115, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GARY E. DAHL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

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

DOCKET # 101931  
NO: 06-1496-CD  
SERVICE # 2 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: GARY E. DAHL and JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL

**SHERIFF RETURN**

---

NOW, September 21, 2006 AT 10:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENNIFER L. DAHL aka JENNIFER L. MCFALL DEFENDANT AT 121 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER DAHL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

# **Exhibit “D”**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

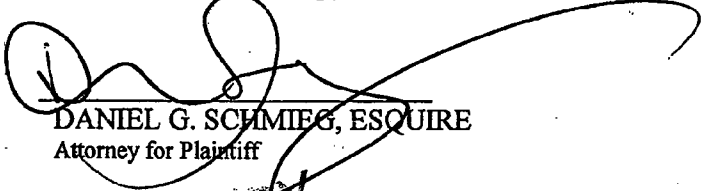
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against GARY E. DAHL and JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$57,945.94
Interest (9/13/06 to 11/8/06)	<u>843.36</u>
<b>TOTAL</b>	<b>\$58,789.30</b>

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

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: January 8, 2007

  
PRO-PROTHY

140256



 **FILED**  
JAN 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

# **Exhibit “E”**

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

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

Plaintiff

vs.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-1496-CD

**ORDER**

AND NOW, this 15 day of March, 2007 the Prothonotary is ORDERED to

amend the judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as

follows:

Principal Balance	\$51,404.77
Interest Through 4/13/07	7,656.69
Per Diem \$15.14	
Late Charges	45.58
Legal fees	1,675.00
Cost of Suit and Title	1,347.50
Sheriff's Sale Costs	0.00
Property Inspections	60.00
Appraisal/BPO	190.00
MIP/PMI	0.00
NSF	0.00

140256

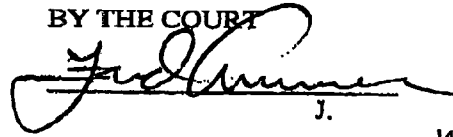


Suspense/Misc. Credits	0.00
Escrow Deficit	<u>967.31</u>
<b>TOTAL</b>	<b>\$63,346.85</b>

Plus interest from 4/13/07 through the date of sale at six percent per annum.

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

BY THE COURT



J.

140256

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

MAR 15 2007

Attest.

*William L. [unclear]*  
Prothonotary/  
Clerk of Courts

# **Exhibit "F"**

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

MAR 19 2009

**PHELAN HALLINAN & SCHMIEG, LLP**  
Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attest:

*William L. Phelan*  
Prothonotary/  
Clerk of Courts

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M	:	Court of Common Pleas
TO WELLS FARGO HOME	:	
MORTGAGE, INC	:	Civil Division
	:	
Plaintiff	:	CLEARFIELD County
	:	
vs	:	No. 06-1496-CD
	:	
GARY E. DAHL		PHS# 140256
JENNIFER L. DAHL		
A/K/A JENNIFER L. MCFALL		
Defendant		

ATTORNEY FILE COPY  
PLEASE RETURN

PRAECIPE

TO THE PROTHONOTARY:

ATTORNEY FILE COPY  
PLEASE RETURN

Please mark the above referenced case Discontinued and Ended without prejudice.

Please mark the above referenced case Settled, Discontinued and Ended.

Please mark Judgments satisfied and the Action settled, discontinued and ended.

Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: March 18, 2009

Francis S. Hallinan  
Attorney for Plaintiff

**VERIFICATION**

I, Daniel G. Schmieg, Esquire, hereby state that I am the attorney for the Plaintiff herein and am authorized to make this verification. I hereby verify that the information contained in Plaintiff's Motion to Strike Erroneous Praecipe to Withdraw Action, is true and correct to the best of my knowledge, information and belief. I am aware that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: May 28, 2009

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County, Pennsylvania

Plaintiff

v.

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendants

**CERTIFICATE OF SERVICE**

I, Daniel G. Schmieg, Esquire, hereby certify a true and correct copy of the Plaintiff's Motion to Strike Erroneous Praecipe to Withdraw Action, was served upon the following via federal express and regular mail:

Gary E. Dahl  
121 Wilson Avenue  
DuBois, PA 15801

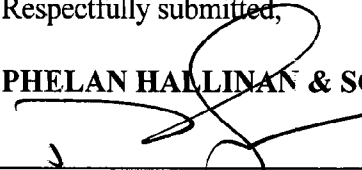
Clearfield County Sheriff's Department  
Real Estate Department  
1 North Second Street  
Clearfield, PA 16830

Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
121 Wilson Avenue  
DuBois, PA 15801

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: May 28, 2009

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

**FILED**

**MAY 29 2009**

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

*[Faint handwritten marks]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

Defendants

: CIVIL DIVISION  
:  
:  
: NO.: 06-1496-CD  
:  
:  
:  
:  
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:  
:  
:

**ORDER**

AND NOW, this            day of            , 2009, upon consideration of Plaintiff's Motion to Strike Erroneous Praeipe to Withdraw Action, and any response thereto, it is hereby ORDERED and DECREED that:

1.        The Praeipe to Withdraw Action filed on March 19, 2009 is hereby stricken from the instant mortgage foreclosure docket; and
2.        Plaintiff is hereby permitted to proceed with the instant foreclosure action and reschedule the Mortgaged premises for Sheriff's Sale.

---

J.

3

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

Wells-Fargo Bank, NA  
S/B/M to Wells Fargo Home Mortgage, Inc.

Plaintiff

NO.: 06-1496-CD

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

Defendant

RULE

NOW, this 1 day of June, 2009, upon consideration of the  
attached Motion, a Rule is hereby issued upon the parties to Show Cause why the Motion to

Strike Erroneous Praecepto to Withdraw Action should not be granted. RULE RETURNABLE the


25th day of JUNE, 2009, for filing written response.

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO  
DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION OR  
MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY  
AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO  
THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO  
DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE  
ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF  
REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

By the Court:

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

FILED 1cc  
10/4:00/60  
JUN 03 2009  
Amy Schmieg  
William A. Shaw  
Prothonotary/Clerk of Courts  
(64)



FILED

JUN 03 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 6/3/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

5 FILED NO CC  
2110:37/44  
JUN 15 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA :

COURT OF COMMON PLEAS

S/B/M to Wells Fargo Home Mortgage, Inc. :

Plaintiff :

CIVIL DIVISION

v. :

NO.: 06-1496-CD

Gary E. Dahl :

Clearfield County

Jennifer L. Dahl :

A/K/A Jennifer L. McFall :

Defendants :

**CERTIFICATE OF SERVICE**

I, Daniel G. Schmieg, Esquire, hereby certify that a true and correct copy of the attached Rule to Show Cause dated June 1, 2009 regarding Plaintiff's Motion to Strike Erroneous Praecipe to Withdraw Action was served upon the following:

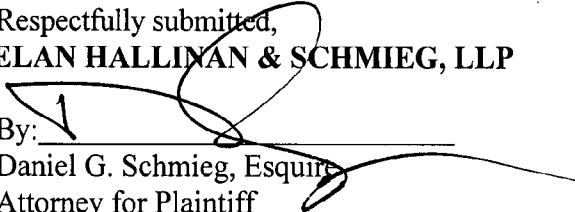
Gary E. Dahl  
121 Wilson Avenue  
DuBois, PA 15801

Clearfield County Sheriff's Department  
Real Estate Department  
1 North Second Street  
Clearfield, PA 16830

Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
121 Wilson Avenue  
DuBois, PA 15801

Respectfully submitted,  
**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: June 11, 2009

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

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

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

Plaintiff

NO.: 06-1496-CD

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

Defendant

**RULE**

NOW, this 1 day of June, 2009, upon consideration of the attached Motion, a Rule is hereby issued upon the parties to Show Cause why the Motion to Strike Erroneous Praeipce to Withdraw Action should not be granted. RULE RETURNABLE the 25<sup>th</sup> day of June, 2009, for filing written response.

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

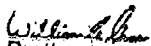
By the Court:

/S/ Fredric J Ammerman

JUN 03 2009

J.

Attest

  
Prct/oratory/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
Defendants

CIVIL DIVISION

NC.: 06-1496-CD

**ORDER**

AND NOW, this            day of            , 2009, upon consideration of Plaintiff's Motion to Strike Erroneous Praecipe to Withdraw Action, and any response thereto, it is hereby ORDERED and DECREED that:

1.        The Praecipe to Withdraw Action filed on March 19, 2009 is hereby stricken from the instant mortgage foreclosure docket; and
2.        Plaintiff is hereby permitted to proceed with the instant foreclosure action and reschedule the Mortgaged premises for Sheriff's Sale.

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

**FILED**

**JUN 15 2009**

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

CM

FILED No. CC.  
M 11:03 am  
JUL 08 2009 (GW)

5  
William A. Shaw  
Prothonotary/Clerk of Courts

**PHELAN HALLINAN & SCHMIEG, LLP**  
By: JENINE R. DAVEY, ESQUIRE  
Identification No. 87077  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
(215) 563-7000  
-----  
Wells Fargo Bank, N.A.  
S/B/M to Wells Fargo Home Mortgage, Inc.

Plaintiff

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

CLEARFIELD County

**MOTION TO MAKE RULE ABSOLUTE**

AND NOW COMES Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby petitions this Honorable Court to make Rule to Show Cause absolute in the above-captioned action, and in support thereof, avers as follows:

1. That it is the Plaintiff in this action.
2. The Petition and Rule to Show Cause were timely served upon all parties in accordance with applicable Rules of Civil Procedure by Plaintiff's Counsel on June

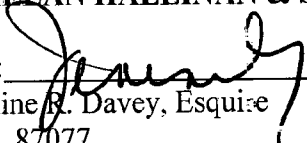
11, 2009. Attached hereto, made a part hereof and marked as Exhibit "A" are true and correct copies of the Courts Rule to Show Cause, Certificate of Service of Said Rule to Show Cause, and Plaintiff's Motion to Strike Praecipe to Withdraw Action.

3. The Defendants or their Counsel have failed to respond or otherwise plead to the said Petition and, as a result, Plaintiff is entitled to the Relief requested.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order making the Rule to Show Cause absolute.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

By:   
Jenine B. Davey, Esquire  
I.D. 87077  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Attorney for Plaintiff

# **Exhibit “A”**



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

Wells Fargo Bank, NA :  
S/B/M to Wells Fargo Home Mortgage, Inc. :  
 :  
Plaintiff : NC.: 06-1496-CD  
 :  
v. :  
 :  
Gary E. Dahl :  
Jennifer L. Dahl :  
A/K/A Jennifer L. McFall :  
Defendant :

**RULE**

NOW, this 1 day of June, 2009, upon consideration of the attached Motion, a Rule is hereby issued upon the parties to Show Cause why the Motion to Strike Erroneous Praecipe to Withdraw Action should not be granted. RULE RETURNABLE the 25<sup>th</sup> day of June, 2009, for filing written response.

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

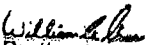
By the Court:

/S/ Fredric J Ammerman

JUN 03 2009

J.

Attest.

  
Prothonotary/  
Clerk of Courts

**FILED**  
JUN 15 2009  
192371

**ATTORNEY FILE COPY  
PLEASE RETURN**

William A. Shaw  
Prothonotary/Clerk of Courts

**PHELAN HALLINAN & SCHMIEG, LLP**  
By: DANIEL G. SCHMIEG, ESQUIRE  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite1400  
Philadelphia, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, NA  
S/B/M to Wells Fargo Home Mortgage, Inc

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

NO.: 06-1496-CD

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
Defendants

Clearfield County

**ATTORNEY FILE COPY  
PLEASE RETURN**

**CERTIFICATE OF SERVICE**

I, Daniel G. Schmieg, Esquire, hereby certify that a true and correct copy of the attached Rule to Show Cause dated June 1, 2009 regarding Plaintiff's Motion to Strike Erroneous Praecipe to Withdraw Action was served upon the following:

Gary E. Dahl  
121 Wilson Avenue  
DuBois, PA 15801

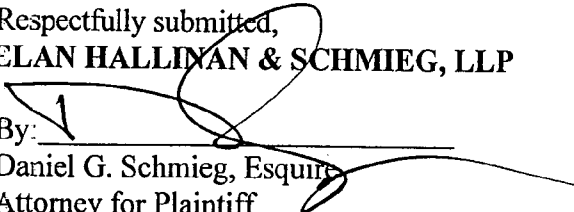
Clearfield County Sheriff's Department  
Real Estate Department  
1 North Second Street  
Clearfield, PA 16830

Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
121 Wilson Avenue  
DuBois, PA 15801

**ATTORNEY FILE COPY  
PLEASE RETURN**

Respectfully submitted,  
**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: June 11, 2009

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

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

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

Plaintiff

NO.: 06-1496-CD

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall

Defendant

RULE

NOW, this 1 day of June, 2009, upon consideration of the attached Motion, a Rule is hereby issued upon the parties to Show Cause why the Motion to Strike Erroneous Praecipe to Withdraw Action should not be granted. RULE RETURNABLE the 25<sup>th</sup> day of June, 2009, for filing written response.

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

JUN 03 2009

J.

Attest.

*William A. Khan*  
Prothonotary/  
Clerk of Courts

**FILED**  
MAY 29 2009  
William A. Shaw  
Prothonotary/ clerk of Courts

**ATTORNEY FILE COPY  
PLEASE RETURN**

**PHELAN HALLINAN & SCHMIEG, LLP**  
By: DANIEL G. SCHMIEG, ESQUIRE  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County, Pennsylvania

Plaintiff

v.

Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
Defendants

**ATTORNEY FILE COPY  
PLEASE RETURN**

**MOTION TO STRIKE ERRONEOUS PRAECIPE TO WITHDRAW ACTION**

AND NOW COMES Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby motions this Court to Strike Erronecus Praecipec to Withdraw Action in the above captioned matter and in support thereof avers the following:

1. On December 23, 2003, Gary E. Dahl and Jennifer L. Dahl A/K/A Jennifer L. McFall (hereinafter "the Defendants") made, executed and delivered a Mortgage upon the premises being known and numbered as 121 Wilson Avenue, Township of Sandy, Commonwealth of Pennsylvania (hereinafter "the mortgaged premises"), to Plaintiff, which Mortgage was recorded on December 29, 2003 in

the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200323280. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the Mortgage.

2. The obligation secured by the Mortgage fell into default, and as a result, Plaintiff initiated the instant *in rem* foreclosure action on September 14, 2006. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of Plaintiff's Mortgage Foreclosure Complaint.
3. Jennifer L. Dahl A/K/A Jennifer L. McFall was personally served with the Complaint by the Sheriff's Office of Clearfield County on September 21, 2006 at the mortgaged premises. Gary E. Dahl was personally served with the Complaint at the Sheriff's Office of Clearfield County. Attached hereto, made a part hereof, and marked as Exhibit "C" are true and correct copies of the Affidavits of Service.
4. The Defendants failed to respond to the Complaint, and an *in rem* Default Judgment in the amount of \$58,789.30 was entered on January 8, 2007. Attached hereto, made a part hereof, and marked as Exhibit "D" is a true and correct copy of the Praecipe for Default Judgment.
5. Plaintiff obtained a Court Order dated March 15, 2007 ordering the Prothonotary to reassess damages in this case for the amount of \$63,346.85. Attached hereto, made a part hereof, and marked as Exhibit "E" is a true and correct copy of the Order reassessing damages.
6. Believing that a default workout had been arranged, Plaintiff erroneously filed a Praecipe to Withdraw the instant foreclosure action. Attached hereto, made a part

hereof, and marked as Exhibit "F" is a true and correct copy of the erroneous Praecipe to Withdraw Action.

7. The mortgage default which is the subject of the captioned mortgage foreclosure action has not been cured and no workout has been reached, nor has the accelerated debt been paid, and in fact the debt remains outstanding.
8. No prejudice will be caused to the Defendants and or any lien holders if Plaintiff is permitted to proceed with this foreclosure and reschedule the Mortgaged premises for Sheriff's sale, as the debt remains outstanding and the action is *in rem* only.
9. If Plaintiff is not permitted to proceed with its foreclosure action, it will be greatly prejudiced, as the total amount of debt secured by the Mortgage is in excess of \$63,346.85, plus interest at a rate of \$45.58 per day, plus other costs and charges collectible under the Mortgage.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant Plaintiff's Motion and strike the erroneous Praecipe to Withdraw Action and permitting Plaintiff to continue with the instant foreclosure action and reschedule the Mortgaged premises for Sheriff's Sale.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

**VERIFICATION**

I, Jenine R. Davey, Esquire, hereby state that I am the attorney for the Plaintiff herein and am authorized to make this verification. I hereby verify that the information contained in Plaintiff's Motion to Make Rule Absolute, is true and correct to the best of my knowledge, information and belief. I am aware that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,

**PHILAN HALLINAN & SCHMIEG, LLP**

Dated: 7/7/09

By: 

Jenine R. Davey, Esquire  
I.D. 87077

1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Attorney for Plaintiff

**FILED**

**JUL 08 2009**

William A. Shaw  
Prothonotary/Clerk of Courts



FILED ICE AA4  
m/11:03cm Davey  
JUL 08 2009

William A. Shaw  
Prothonotary/Clerk of Courts

**PHELAN HALLINAN & SCHMIEG, LLP**

By: JENINE R. DAVEY, ESQUIRE

Identification No. 87077

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

(215) 563-7000

Wells Fargo Bank, N.A.

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

Plaintiff

v.

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County

**CERTIFICATE OF SERVICE**

I, Jenine R. Davey, Esquire, hereby certify a true and correct copy of the Plaintiff's Motion to Make Rule Absolute was served upon the following:

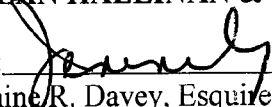
Gary E. Dahl  
121 Wilson Avenue  
DuBois, PA 15801

Clearfield County Sheriff's Department  
Real Estate Department  
1 North Second Street  
Clearfield, PA 16830

Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
121 Wilson Avenue  
DuBois, PA 15801

Respectfully submitted,  
**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: 7/7/09

By:   
Jenine R. Davey, Esquire  
I.D. 87077  
Attorney for Plaintiff

**FILED**

**JUL 08 2009**

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

60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff

v.

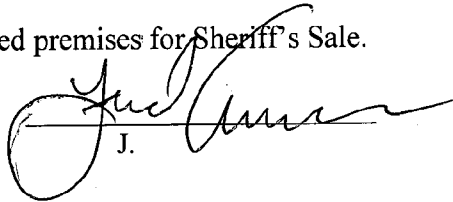
Gary E. Dahl  
Jennifer L. Dahl  
A/K/A Jennifer L. McFall  
Defendant

CIVIL DIVISION

NO.: 06-1496-CD

ORDER

AND NOW, this 13 day of July, 2009, upon consideration of Plaintiff's Motion to Make Rule Absolute it is hereby ORDERED and DECREED that the Motion to Strike Erroneous Praeipe to Withdraw Action, shall be and is hereby made absolute and that the Praeipe to Withdraw Action filed on March 19, 2009 is hereby stricken from the instant mortgage foreclosure docket; and Plaintiff is hereby permitted to proceed with the instant foreclosure action and reschedule the Mortgaged premises for Sheriff's Sale.

  
J.

FILED 200  
019:36:00 Amy Davey  
JUL 14 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

JUL 14 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 7/14/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

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

vs.

GARY.E.DAHL

JENNIFER.L.DAHL  
A/K/A.JENNIFER.L.MCFALL

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-1496-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

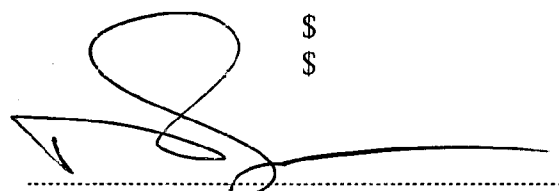
To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due

Interest from 04/14/2007 to Sale  
Per diem \$10.41  
Add'l Costs  
Writ Total

	\$63,346.85
<b>Prothonotary costs</b>	<b>172.00</b>
	\$ _____
	\$ _____
	\$ _____



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

Note: Please attach description of Property.

140256

4 FILED Aug pd.  
M/T 2:34 PM 20.00  
AUG 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
WACC @lwrites  
w/prop desc.  
to Sheriff

No. 06-1496-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

\_\_\_\_\_  
PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:



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

Address: GARY E. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

**FILED**

**AUG 06 2009**

William A. Shaw  
Prothonotary/Clerk of Courts



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

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Plaintiff,

CIVIL DIVISION

v.

NO. 06-1496-CD

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL

Defendant(s).

**AFFIDAVIT PURSUANT TO RULE 3129.1**

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.,  
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the  
Praecipe for the Writ of Execution was filed, the following information concerning the real property located at  
121 WILSON AVENUE, DUBOIS, PA 15801.

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

NAME

ADDRESS (If address cannot be reasonably  
ascertained, please so indicate.)

GARY E. DAHL

121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL

121 WILSON AVENUE  
DUBOIS, PA 15801

A/K/A JENNIFER L. MCFALL

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

NAME

ADDRESS (If address cannot be reasonably  
ascertained, please so indicate.)

Same as Above

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

NAME

ADDRESS (If address cannot be reasonably  
ascertained, please so indicate.)

None

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

NAME

ADDRESS (If address cannot be reasonably  
ascertained, please so indicate.)

None



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

NAME

ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

**TENANT/OCCUPANT**

**121 WILSON AVENUE  
DUBOIS, PA 15801**

**DOMESTIC RELATIONS  
CLEARFIELD COUNTY**

**CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830**

**COMMONWEALTH OF  
PENNSYLVANIA**

**DEPARTMENT OF WELFARE  
PO BOX 2675  
HARRISBURG, PA 17105**

**Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division**

**6<sup>th</sup> Floor, Strawberry Sq., Dept 28061  
Harrisburg, PA 17128**

**Internal Revenue Service  
Federated Investors Tower**

**13<sup>TH</sup> Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222**

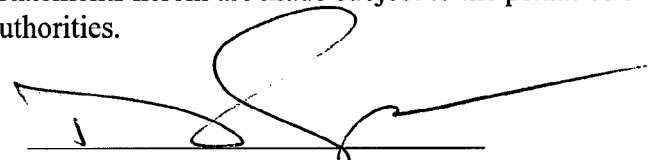
**Department of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program**

**P.O. Box 8486  
Willow Oak Building  
Harrisburg, PA 17105**

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

JULY 27, 2009

Date



**DANIEL G. SCHMIEG, ESQUIRE**  
Attorney for Plaintiff

COPY

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

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

vs.

GARY.E.DAHL

JENNIFER.L.DAHL  
A/K/A.JENNIFER.L.MCFALL

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ....

No. 06-1496-CD

No. ....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 121 WILSON AVENUE, DUBOIS, PA 15801  
(See Legal Description attached)

Amount Due

Interest from 04/14/2007 to Sale  
Per diem \$10.41  
Add'l Costs  
Writ Total

\$63,346.85

Prothonotary costs

172.00

\$ \_\_\_\_\_

\$

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 8/6/09  
(SEAL)



## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

TITLE TO SAID PREMISES IS VESTED IN Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

Premises being: 121 WILSON AVENUE  
DUBOIS, PA 15801

Tax Parcel No. 128-B04-430-64 & 128-B04-430-65

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20937  
NO: 06-1496-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.  
vs.  
DEFENDANT: GARY E. DAHL AND JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/24/2009

LEVY TAKEN 3/17/2009 @ 11:28 AM

POSTED 3/17/2009 @ 11:28 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/14/2009

DATE DEED FILED **NOT SOLD**

**FILED**  
07:00 PM  
AUG 14 2009  
S  
William A. Shaw (610)  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED GARY E. DAHL

DEPUTIES WERE UNABLE TO SERVE GARY E. DAHL, DEFENDANT, AT 121 WILSON AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA THE PROPERTY WAS VACANT.

@ SERVED JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

DEPUTIES WERE UNABLE TO SERVE JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, DEFENDANT, AT 121 WILSON AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA THE PROPERTY WAS VACANT.

@ SERVED

\*NOW, MARCH 20, 2009 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 DUE TO A LOAN MODIFICATION.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20937  
NO: 06-1496-CD

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

vs.

DEFENDANT: GARY E. DAHL AND JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

Execution REAL ESTATE


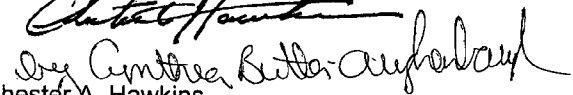
SHERIFF RETURN

---

SHERIFF HAWKINS \$181.84

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

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

vs.

GARY.E..DAHL

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ....  
No. 06-1496-CD  
No. ....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 121 WILSON AVENUE, DUBOIS, PA 15801  
(See Legal Description attached)

Amount Due

Interest from 04/14/2007 to Sale

Per diem \$10.41

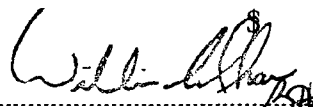
Add'l Costs

Writ Total

Prothonotary costs \$63,346.85  
145.00

\$ \_\_\_\_\_

\$



OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 2/24/09  
(SEAL)

140256

Received this writ this 24th day  
of February A.D. 2009  
At 3:00 A.M./P.M.

Charles A. Hawkins  
Sheriff Jay Cynthia Butler-Caplan





## **LEGAL DESCRIPTION**

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

TITLE TO SAID PREMISES IS VESTED IN Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

Premises being: 121 WILSON AVENUE  
DUBOIS, PA 15801

Tax Parcel No. 128-B04-430-64 & 128-B04-430-65

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GARY E. DAHL

NO. 06-1496-CD

NOW, August 13, 2009, 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 June 05, 2009, I exposed the within described real estate of Gary E. Dahl And Jennifer L. Dahl A/K/A Jennifer L. Mcfall to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE LEVY	20.90
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE DEED	15.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$181.84</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	63,346.85
INTEREST @ 10.4100	8,151.03
FROM 04/14/2007 TO 06/05/2009	
ATTORNEY FEES	
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>\$71,537.88</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	181.84
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$326.84</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

**Phelan Hallinan & Schmieg, L.L.P.**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Fax: (215) 563-7009**

**Representing Lenders in  
Pennsylvania and New Jersey**

Foreclosure Manager

March 19, 2009

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: **WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME  
MORTGAGE, INC. v.  
GARY E. DAHL and JENNIFER L. DAHL  
121 WILSON AVENUE DUBOIS, PA 15801  
Court No. 06-1496-CD**

Dear Sir/Madam:

Please **STAY** the Sheriff's Sale of the above referenced property, which is scheduled for June 5, 2009 due to the following: Loan Modification.

Please be advised that no funds were reported to be received.

You are hereby directed to immediate discontinue the advertising of the sale and processing or posting of the Notice of Sale.

Please return the original Writ of Execution to the Prothonotary as soon as possible. In addition, please forward a copy of the cost sheet pertaining to this sale to our office via facsimile to 215-567-0072 or regular mail at your earliest convenience.

Thank you for your correspondence in this matters.

Very Truly Yours,  
ELIZABETH HALLINAN for  
Phelan Hallinan & Schmieg, LLP

PHS # 140256

**FILED**

**AUG 14 2009**

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

**Phelan Hallinan & Schmieg, LLP**  
Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtenay R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

FILED  
OCT 09 2009  
William A. Shaw  
Prothonotary/Clerk of Courts


WELLS FARGO BANK, N.A., S/B/M TO : COURT OF COMMON PLEAS  
WELLS FARGO HOME MORTGAGE, : CIVIL DIVISION  
INC. :  
Vs. : CLEARFIELD COUNTY  
GARY E. DAHL :  
JENNIFER L. DAHL : NO. 06-1496-CD

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE  
PURSUANT TO Pa. R.C.P. 404(2)/403**

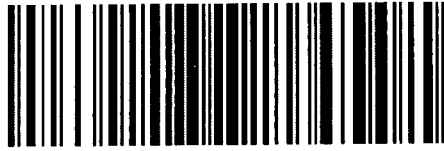
The undersigned attorney hereby certifies that service of the Notice of Sheriff's Sale was made by sending a true and correct copy by certified mail to Defendant, **GARY E. DAHL** at **P.O. BOX 226, DUBOIS, PA 15801**. The Notice of Sale was received by Defendant, **GARY E. DAHL**, on **SEPTEMBER 30, 2009** as evidenced by the attached Return Receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

**PHELAN HALLINAN & SCHMIEG, LLP**

By:   
Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
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Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtenay R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 20837  
Attorneys for Plaintiff

DATE: 10/09/09



7178 2417 6099 0037 9279

4 / JJN  
GARY E. DAHL  
P.O. BOX 226  
DUBOIS, PA 15801-0000

**RESTRICTED DELIVERY**

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



Date Produced: 10/05/2009

PHELAN HALLINAN & SCHMIEG

The following is the delivery information for Certified Mail™ item number 7178 2417 6099 0037 9279. Our records indicate that this item was delivered on 09/30/2009 at 02:11 p.m. in DU BOIS, PA, 15801. The scanned image of the recipient information is provided below.

Signature of Recipient:

*Gray Dahl*

*Gray Dahl*

Address of Recipient:

*P.O. Box 226*

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 38676

**FILED**

**OCT 09 2009**

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



CA

PHELAN HALLINAN & SCHMIEG, LLP  
BY: Vivek Srivastava, Esq.  
Attorney I.D. No.: 202331  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

**FILED** No CC  
0112:5882  
OCT 15 2009

Attorney for Plaintiff

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Plaintiff :

v. :

CIVIL DIVISION

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

NO. 06-1496-CD

Defendants :

**MOTION FOR SERVICE OF NOTICE OF SALE  
PURSUANT TO SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendant, **JENNIFER L. DAHL A/K/A JENNIFER MCFALL**, by certified mail and regular mail to 121 WILSON AVENUE, DUBOIS, PA 15801, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **NOVEMBER 13, 2009**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.
3. Attempts to serve Defendant with the Notice of Sale have been unsuccessful, as indicated by the Return of Service attached hereto as Exhibit "A", NO SERVICE

WAS MADE AT THE MORTGAGED PROPERTY AS THERE WAS NO ANSWER.

4. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 121 WILSON AVENUE, DUBOIS, PA 15801.

PHELAN HALLINAN & SCHMIEG, LLP

By:

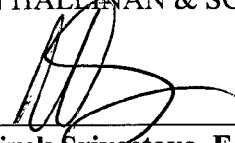
  
\_\_\_\_\_  
**Vivek Srivastava, Esq.**  
Attorney for Plaintiff

EXHIBIT A

AFFIDAVIT OF SERVICE

PLAINTIFF WELLS FARGO BANK, N.A., S/B/M TO CLEARFIELD County  
WELLS FARGO HOME MORTGAGE, INC. No. 06-1496-CD  
Our File #: 140256

DEFENDANT(S) GARY E. DAHL  
JENNIFER L. DAHL Type of Action  
A/K/A JENNIFER L. MCFALL - Notice of Sheriff's Sale

Please serve upon: JENNIFER L. DAHL Sale Date: NOVEMBER 13, 2009  
A/K/A JENNIFER L. MCFALL

SERVE AT: 121 WILSON AVENUE  
DUBOIS, PA 15801

SERVED

Served and made known to \_\_\_\_\_, Defendant, on the \_\_\_\_\_ day of \_\_\_\_\_  
200\_, at \_\_\_\_\_, o'clock \_\_\_\_m., at \_\_\_\_\_

Commonwealth of Pennsylvania, in the manner described below:

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

Description: Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_.

Notary:

By:

NOT SERVED

On the 13<sup>th</sup> day of SEPTEMBER, 2009, at 1:20 o'clock P.m., Defendant NOT FOUND because:  
\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\*

\_\_\_\_\_ Moved \_\_\_\_\_ Unknown  No Answer \_\_\_\_\_ Vacant

1st attempt Date: 9/8/09 Time: 6:27 PM, 2nd attempt Date: 9/12/09 Time: 8:48 PM, 3rd  
attempt Date: 9/13/09 Time: 1:20 PM  
Other: \_\_\_\_\_

Sworn to and subscribed  
before me this 14<sup>th</sup> day  
of SEPT, 2009

Notary:

D-M. ELLIS

By: DMEllis

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Marilyn A. Campbell  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City of Altoona, Blair County  
My Commission Expires Dec. 8, 2011  
Member, Pennsylvania Association of Notaries

**FULL SPECTRUM SERVICES, INC.  
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

**EXHIBIT B**

File Number: 140256  
Attorney Firm: Phelan, Hallinan & Schmieg, LLP  
Subject: Gary E. Dahl & Jennifer L. Dahl

Property Address: 121 Wilson Avenue, Dubois, PA 15801  
Possible Mailing Address: (Gary E. Dahl) P.O. Box 226, Dubois, PA 15801

**I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:**

**I. CREDIT INFORMATION**

**A. SOCIAL SECURITY NUMBER**

Our search verified the following information to be true and correct

Gary E. Dahl - xxx-xx-5955

Jennifer L. Dahl - xxx-xx-7071

**B. EMPLOYMENT SEARCH**

Gary E. Dahl & Jennifer L. Dahl - A review of the credit reporting agencies provided no employment information.

**C. INQUIRY OF CREDITORS**

Our inquiry of creditors indicated that Gary E. Dahl reside(s) at: P.O. Box 226, Dubois, PA 15801 & Jennifer L. Dahl reside(s) at: 121 Wilson Avenue, Dubois, PA 15801.

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

Our office contacted directory assistance, which had no listing for Gary E. Dahl & Jennifer L. Dahl.

**B.** On 09-24-09 our office made a telephone call to the phone number (814) 375-1383 and received the following information: fax tone. On 09-24-09 our office made a telephone call to the phone number (814) 375-2153 and received the following information: disconnected. On 09-24-09 our office made several telephone calls to the phone number (814) 371-2565 and received the following information: answering machine. On 09-24-09 our office made a telephone call to the phone number (814) 375-6964 and received the following information: disconnected.

**III. INQUIRY OF NEIGHBORS**

On 09-24-09 our office made a phone call in an attempt to contact Jason Hullihen (814) 371-0575, 118 Wilson Avenue, Du Bois, PA 15801: disconnected.

On 09-24-09 our office made several phone calls in an attempt to contact Lloyd C. Heasley Jr. (814) 371-8733, 120 Wilson Avenue, Du Bois, PA 15801: answering machine.

On 09-24-09 our office made a phone call in an attempt to contact Lois A. Bevacqua (814) 371-3618, 122 Wilson Avenue, Du Bois, PA 15801: disconnected.

**EXHIBIT B**

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 09-24-09 we reviewed the National Address database and found the following information: Gary E. Dahl - P.O. Box 226, Dubois, PA 15801 & Jennifer L. Dahl - 121 Wilson Avenue, Dubois, PA 15801.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (Gary E. Dahl) P.O. Box 226, Dubois, PA 15801.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Gary E. Dahl & Jennifer L. Dahl.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 09-24-09 Vital Records and all public databases have no death record on file for Gary E. Dahl & Jennifer L. Dahl.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Gary E. Dahl & Jennifer L. Dahl residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Gary E. Dahl - 10-01-1966  
Jennifer L. Dahl - 05-01-1970

B. A.K.A.

Gary C. Dahl  
Jennifer L. McFall

\* Our accessible databases have been checked and cross-referenced for the above named individual(s).

\* Please be advised our database information indicates the subject resides at the current address.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4904 relating to unsworn falsification to authorities.

*Brendan Booth*

AFFIANT - Brendan Booth  
Full Spectrum Services, Inc.

Sworn to and subscribed before me this 25<sup>th</sup> day of September, 2009.

*Jessica M. Lugo*

JESSICA M. LUGO  
ID # 2383078  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/5/2014

The above information is obtained from available public records and we are only liable for the cost of the affidavit.

IND

**PHELAN HALLINAN & SCHMIEG, LLP**

**BY: Vivek Srivastava, Esq.**

**Attorney for Plaintiff**

**Attorney I.D. No.: 202331**

**One Penn Center Plaza, Suite 1400**

**Philadelphia, PA 19103-1814**

**(215) 563-7000**

WELLS FARGO BANK, N.A., S/B/M TO WELLS	:	
FARGO HOME MORTGAGE, INC.	:	CLEARFIELD COUNTY
	Plaintiff	COURT OF COMMON PLEAS
v.	:	
	:	CIVIL DIVISION
GARY E. DAHL	:	
JENNIFER L. DAHL A/K/A JENNIFER L.	:	NO. 06-1496-CD
MCFALL	:	
	:	
	Defendants	

**PLAINTIFF'S MEMORANDUM OF LAW**

Pursuant to Pennsylvania Rule of Civil Procedure, Rule 3129.2, it is necessary in a foreclosure action for the Sheriff or Process Server to serve upon the Defendant Notice of the Sale of the mortgaged premises. Specifically, Pa.R.C.P., Rule 3129.2 (c) provides in applicable part as follows:

The written notice shall be prepared by the plaintiff, shall contain the same information as the handbills or may consist of the handbill and shall be served at least thirty days before the sale on all persons whose names and addresses are set forth in the affidavit required by Rule 3129.1.

- (1) Service of the Notice shall be made:
  - (i) upon a defendant...
    - (A) by the sheriff or by a competent adult in the manner prescribed by Rule 402 (a) for the service of original process upon a defendant, or
    - (B) by the plaintiff mailing a copy of the manner prescribed by Rule 403 to the addresses set forth in the affidavit; or
    - (C) if service cannot be made as provided in the subparagraph (A) or (B), the notice shall be served pursuant to special order of court as

prescribed by Rule 430, except that if original process was served pursuant to a special order of court under Rule 430 upon the defendant in the judgment, the notice may be served upon that defendant in the manner provided by the order for service of original process without further application to the court.

Because the whereabouts of Defendant, JENNIFER L. DAHL A/K/A JENNIFER MCFALL, are unknown, a reasonable investigation of their last known address was made in accordance with Pa.R.C.P. 430(a).

Pennsylvania Rule of Civil Procedure, Rule 430 (a) provides as follows:

(a) 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 defendant and the reasons why service cannot be made.

Note: A Sheriff's Return or Affidavit of Service of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa.Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records and motor vehicle records.

As indicated by the attached Affidavit of Return of Service, marked hereto as Exhibit "A", the Process Server has been unable to serve the Notice of Sale.

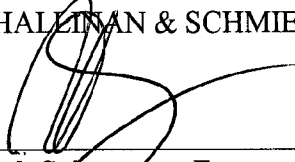
A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 121 WILSON AVENUE, DUBOIS, PA 15801.

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

By:

  
\_\_\_\_\_  
**Vivek Srivastava, Esq.**  
Attorney for Plaintiff



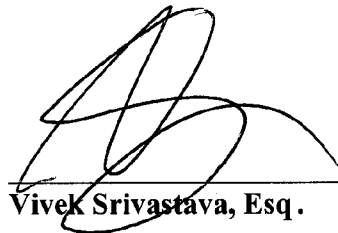
**VERIFICATION**

Vivek Srivastava, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to take the verification and that the statements made in the foregoing Motion for Service of Notice of Sale pursuant to Special Order of Court are true and correct to the best of his knowledge, information and belief.

The undersigned also understands that this statement herein is made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.

Date:

10/14/09

  
\_\_\_\_\_  
Vivek Srivastava, Esq.

**PHELAN HALLINAN & SCHMIEG, LLP**

**BY: Vivek Srivastava, Esq.**

**Attorney I.D. No.: 202331**

**One Penn Center Plaza, Suite 1400**

**Philadelphia, PA 19103-1814**

**(215) 563-7000**

**Attorney for Plaintiff**

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

Plaintiff :

v. :

GARY E. DAHL :  
JENNIFER L. DAHL A/K/A JENNIFER L. :  
MCFALL :

Defendants :

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS


CIVIL DIVISION

NO. 06-1496-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Motion for Service of Notice of Sale Pursuant to Special Order of Court, Proposed Order, Memorandum of Law, Certification of Service and Verification in the above captioned matter was sent by first class mail, postage prepaid to the following interested parties on the date indicated below.

**GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801**

  
\_\_\_\_\_  
**Vivek Srivastava, Esq.**  
Attorney for Plaintiff

Date:

10/14/09

**FILED**

**OCT 15 2009**

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

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS \*  
FARGO HOME MORTGAGE, INC., \*  
vs \*  
GARY E. DAHL \*  
JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL \*  
Defendants \*

NO. 06-1496-CD

**ORDER**

NOW, this 19<sup>th</sup> day of October, 2009, the Plaintiff is granted leave to serve the  
NOTICE OF SALE upon the Defendant **JENNIFER L. DAHL a/k/a JENNIFER L.**

**MCFALL** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield Courty Legal Journal;
2. By first class mail to 121 Wilson Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 121 Wilson Avenue,  
DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as to  
121 Wilson Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

**FILED**  
01933694  
OCT 21 2009

William A. Shaw  
Prothonotary/Clerk of Courts

WCC Amy Srivastava

**FILED**

**OCT 21 2009**

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

FILED NoCC.  
mjl:20Lm  
NOV 17 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP  
By: Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtenay R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

ATTORNEY FOR PLAINTIFF

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

Court of Common Pleas  
Civil Division

v. :

CLEARFIELD County

GARY E. DAHL :  
JENNIFER L. DAHL :  
A/K/A JENNIFER L. MCFALL :

No. 06-1496-CD

Defendants

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

Plaintiff, by its Attorneys, Phelan Hallinan & Schmieg, LLP, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on September 14, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on January 8, 2007 in the amount of \$58,789.30. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. A Sheriff's Sale of the mortgaged property at 121 WILSON AVENUE, DUBOIS, PA 15801 (hereinafter the "Property") was postponed or stayed for the following reason:

a.) The Defendants filed a Chapter 07 Bankruptcy at Docket Number 07-70276 on March 15, 2007. The Plaintiff was granted relief from the automatic stay by order of court dated January 5, 2009. A true and correct copy of the Relief Order is attached hereto, made part hereof, and marked as Exhibit "C".

5. The Property is listed for Sheriff's Sale on January 8, 2010.

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

Principal Balance	\$50,756.62
Interest Through January 8, 2010	\$10,905.91
Per Diem \$12.34	
Late Charges	\$88.58
Legal fees	\$3,475.00
Cost of Suit and Title	\$3,235.13
Sheriff's Sale Costs	\$1,680.09
Property Inspections/ Property Preservation	\$90.00
Appraisal/Brokers Price Opinion	\$800.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$0.00
<b>TOTAL</b>	<b>\$71,031.33</b>

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


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

9. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

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

Phelan Hallinan & Schmieg, LLP

DATE: 11/16/09

By: 

- Lawrence T. Phelan, Esq., Id. No. 32227
- Francis S. Hallinan, Esq., Id. No. 62695
- Daniel G. Schmieg, Esq., Id. No. 62205
- Michele M. Bradford, Esq., Id. No. 69849
- Judith T. Romano, Esq., Id. No. 58745
- Sheetal R. Shah-Jani, Esq., Id. No. 81760
- Jenine R. Davey, Esq., Id. No. 87077



- Lauren R. Tabas, Esq., Id. No. 93337
- Vivek Srivastava, Esq., Id. No. 202331
- Jay B. Jones, Esq., Id. No. 86657
- Peter J. Mulcahy, Esq., Id. No. 61791
- Andrew L. Spivack, Esq., Id. No. 84439
- Jaime McGuinness, Esq., Id. No. 90134
- Chrisovalante P. Fliakos, Esq., Id. No. 94620
- Joshua I. Goldman, Esq., Id. No. 205047
- Courtenay R. Dunn, Esq., Id. No. 206779
- Andrew C. Bramblett, Esq., Id. No. 208375

ATTORNEY FOR PLAINTIFF

# **Exhibit “A”**

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

140256

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

Plaintiff

v.

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *06-1496-CD*

CLEARFIELD COUNTY



William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

Verify the  
to be a true and  
correct copy of the  
original filed of record

ATTORNEY FILE COPY  
PLEASE RETURN

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

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

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

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

1. Plaintiff is

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

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

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

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

3. On 12/23/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200323280.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$51,404.77
Interest	4,758.96
11/01/2005 through 09/12/2006 (Per Diem \$15.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	45.58
12/23/2003 to 09/12/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 58,009.31
Escrow	
Credit	- 63.37
Deficit	0.00
Subtotal	<u>\$- 63.37</u>
<b>TOTAL</b>	<b>\$ 57,945.94</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$57,945.94, together with interest from 09/12/2006 at the rate of \$15.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

**THE FIRST THEREOF:** Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

**THE SECOND THEREOF:** On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

**THE THIRD THEREOF:** BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

BEING the same premises conveyed to the Grantors herein by Deed of Edith Sprague, a widow, dated the 30th day of March, 2001, as recorded in the Office of the Recorder of Deeds of Clearfield County, PA, on April 6, 2001, as Instrument Number 200104779.

PROPERTY BEING: 121 WILSON AVENUE, DUBOIS, PA 15801

**VERIFICATION**

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



---

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 9/12/06



# **Exhibit “B”**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.: 06-1496-CD

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

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

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against GARY E. DAHL and JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$57,945.94
Interest (9/13/06 to 11/8/06)	<u>843.36</u>
<b>TOTAL</b>	<b>\$58,789.30</b>

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



  
DANIEL G. SCHMIEGE, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: January 8, 2007

  
PRO-PROTHY

140256

  
  
FILER'S  
JAN 08 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

# **Exhibit “C”**

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

JENNIFER L. DAHL  
A/K/A JENNIFER L. BAHL.  
A/K/A JENNIFER MCFALL

Debtor

WELLS FARGO HOME MORTGAGE, INC., AS  
SERVICER FOR THE MORTGAGEE OF RECORD

Movant

v.

JENNIFER L. DAHL  
A/K/A JENNIFER L. BAHL.  
A/K/A JENNIFER MCFALL

and

JAMES R. WALSH, ESQUIRE (TRUSTEE)

Respondents

Bk. No. 07-70276 BM  
Chapter No. 7  
Document No. 50

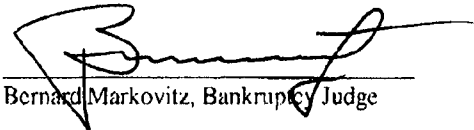
Hearing Date:  
Hearing Time:  
Objection Date:

ORDER MODIFYING SECTION 362 AUTOMATIC STAY

AND NOW, this 1-5-09 day of \_\_\_\_\_, 2008, at Pittsburgh, Pennsylvania, upon Motion of WELLS FARGO HOME MORTGAGE, INC., AS SERVICER FOR THE MORTGAGEE OF RECORD (Petitioner), it is:

ORDERED AND DECREED THAT: The Automatic Stay of all proceedings, as provided under 11 U.S.C. Section 362 of the Bankruptcy Code is modified with respect to premises, **121 WILSON AVE., DUBOIS, PA 15807**, as more fully set forth in the legal description attached to said mortgage, as to allow the Movant, its successors or assigns, to foreclose on its mortgage and allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal or consensual action for enforcement of its right to possession of, or title to, said premises.

**This Order shall take effect**  
10 **days from the**  
**conclusion of the Section**  
**341 Meeting.**

  
Bernard Markovitz, Bankruptcy Judge

FILED


JAN 5 2009

CLERK, U.S. BANKRUPTCY COURT  
WEST. DIST. OF PENNSYLVANIA

**VERIFICATION**

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

DATE: 12/16/09

By:   
 Lawrence T. Phelan, Esq., Id. No. 32227  
 Francis S. Hallinan, Esq., Id. No. 62695  
 Daniel G. Schmieg, Esq., Id. No. 62205  
 Michele M. Bradford, Esq., Id. No. 69849  
 Judith T. Romano, Esq., Id. No. 58745  
 Sheetal R. Shah-Jani, Esq., Id. No. 81760  
 Jenine R. Davey, Esq., Id. No. 87077  
 Lauren R. Tabas, Esq., Id. No. 93337  
 Vivek Srivastava, Esq., Id. No. 202331  
 Jay B. Jones, Esq., Id. No. 86657  
 Peter J. Mulcahy, Esq., Id. No. 61791  
 Andrew L. Spivack, Esq., Id. No. 84439  
 Jaime McGuinness, Esq., Id. No. 90134  
 Chrisovalante P. Fliakos, Esq., Id. No. 94620  
 Joshua I. Goldman, Esq., Id. No. 205047  
 Courtenay R. Dunn, Esq., Id. No. 206779  
 Andrew C. Bramblett, Esq., Id. No. 208375  
ATTORNEY FOR PLAINTIFF

**FILED**

**NOV 17 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

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

WELLS FARGO BANK, N.A., S/B/M TO WELLS	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC.	:	
Plaintiff	:	Civil Division
	:	
v.	:	CLEARFIELD County
	:	
GARY E. DAHL	:	No. 06-1496-CD
JENNIFER L. DAHL	:	
A/K/A JENNIFER L. MCFALL	:	
Defendants	:	

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2009 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$50,756.62
Interest Through January 8, 2010	\$10,905.91
Per Diem \$12.34	
Late Charges	\$88.58
Legal fees	\$3,475.00
Cost of Suit and Title	\$3,235.13
Sheriff's Sale Costs	\$1,680.09
Property Inspections/ Property Preservation	\$90.00
Appraisal/Brokers Price Opinion	\$800.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	

Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$0.00

---

**TOTAL** \$71,031.33

Plus interest from January 8, 2010 through the date of sale at six percent per annum.

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

BY THE COURT

---

J.



FILED ICC Ath  
mjl:20cm  
NOV 17 2009 Dunn  
William A. Shaw  
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP  
By: Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
Michele M. Bradford, Esq., Id. No. 69849  
Judith T. Romano, Esq., Id. No. 58745  
Sheetal R. Shah-Jani, Esq., Id. No. 81760  
Jenine R. Davey, Esq., Id. No. 87077  
Lauren R. Tabas, Esq., Id. No. 93337  
Vivek Srivastava, Esq., Id. No. 202331  
Jay B. Jones, Esq., Id. No. 86657  
Peter J. Mulcahy, Esq., Id. No. 61791  
Andrew L. Spivack, Esq., Id. No. 84439  
Jaime McGuinness, Esq., Id. No. 90134  
Chrisovalante P. Fliakos, Esq., Id. No. 94620  
Joshua I. Goldman, Esq., Id. No. 205047  
Courtenay R. Dunn, Esq., Id. No. 206779  
Andrew C. Bramblett, Esq., Id. No. 208375  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

ATTORNEY FOR PLAINTIFF

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

v. :

GARY E. DAHL :  
JENNIFER L. DAHL :  
A/K/A JENNIFER L. MCFALL :

Defendants

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 06-1496-CD

**CERTIFICATION OF SERVICE**

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

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

GARY E. DAHL  
112 KAROLESKI ROAD  
DU BOIS, PA 15801

GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
P.O. BOX 226  
DUBOIS, PA 15801

Phelan Hallinan & Schmiege, LLP

DATE: 11/16/09

By: 

- Lawrence T. Phelan, Esq., Id. No. 32227
- Francis S. Hallinan, Esq., Id. No. 62695
- Daniel G. Schmiege, Esq., Id. No. 62205
- Michele M. Bradford, Esq., Id. No. 69849
- Judith T. Romano, Esq., Id. No. 58745
- Sheetal R. Shah-Jani, Esq., Id. No. 81760
- Jenine R. Davey, Esq., Id. No. 87077
- Lauren R. Tabas, Esq., Id. No. 93337
- Vivek Srivastava, Esq., Id. No. 202331
- Jay B. Jones, Esq., Id. No. 86657
- Peter J. Mulcahy, Esq., Id. No. 61791
- Andrew L. Spivack, Esq., Id. No. 84439
- Jaime McGuinness, Esq., Id. No. 90134
- Chrisovalante P. Fliakos, Esq., Id. No. 94620
- Joshua I. Goldman, Esq., Id. No. 205047
- Courtenay R. Dunn, Esq., Id. No. 206779
- Andrew C. Bramblett, Esq., Id. No. 208375

ATTORNEY FOR PLAINTIFF

**FILED**

**NOV 17 2009**

*William A. Shaw*  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO WELLS	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC.	:	
Plaintiff	:	Civil Division
	:	
v.	:	CLEARFIELD County
	:	
GARY E. DAHL	:	No. 06-1496-CD
JENNIFER L. DAHL	:	
A/K/A JENNIFER L. MCFALL	:	

Defendants

RULE

AND NOW, this 20<sup>th</sup> day of November 2009, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 23<sup>rd</sup> day of December 2009, at 9:00 in the Clearfield County Courthouse, Clearfield, Pennsylvania. Courtroom # 1 A.M.

BY THE COURT

*Judith J. Ammann*  
J.

140256

FILED  
014:00/BA  
NOV 20 2009

2cc  
Amy Phelan

William A. Shaw  
Prothonotary/Clerk of Courts

(c.u)

S

FILED

NOV 20 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/20/09

- You are responsible for serving all appropriate parties.
- The Prothonotary's office has provided service to the following parties:
  - Plaintiff(s)  Plaintiff(s) Attorney  Other
  - Defendant(s)  Defendant(s) Attorney
  - Special Instructions:

Phelan Hallinan & Schmieg, LLP  
 Lawrence T. Phelan, Esq., Id. No. 32227  
 Francis S. Hallinan, Esq., Id. No. 62695  
 Daniel G. Schmieg, Esq., Id. No. 62205  
 Michele M. Bradford, Esq., Id. No. 69849  
 Judith T. Romano, Esq., Id. No. 58745  
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 Chrisovalante P. Fliakos, Esq., Id. No. 94620  
 Joshua I. Goldman, Esq., Id. No. 205047  
 Courtenay R. Dunn, Esq., Id. No. 206779  
 Andrew C. Bramblett, Esq., Id. No. 208375

**FILED**  
 M111-0700 NO  
 NOV 24 2009  
 William A. Shaw  
 Prothonotary/Clerk of Courts

1617 JFK Boulevard, Suite 1400  
 One Penn Center Plaza  
 Philadelphia, PA 19103  
 215-563-7000

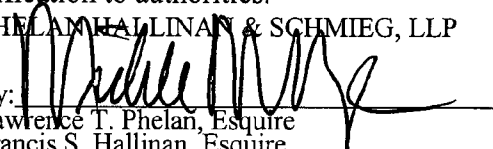
WELLS FARGO BANK, N.A. S/B/M TO WELLS :  
 FARGO HOME MORTGAGE, INC. : **CLEARFIELD COUNTY**  
**Plaintiff,** : **COURT OF COMMON PLEAS**  
 v. :  
 GARY E. DAHL : **CIVIL DIVISION**  
 JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL :  
**Defendant(s).** : **NO. 06-1496-CD**

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE  
 PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL** on **OCTOBER 27, 2009** at **121 WILSON AVENUE, DUBOIS, PA 15801**, in accordance with the Order of Court dated **OCTOBER 19, 2009**. The property was posted on **NOVEMBER 2, 2009**. Publication was advertised in **COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT** on **NOVEMBER 6, 2009** & in **CLEARFIELD COUNTY LEGAL JOURNAL** on **NOVEMBER 13, 2009**.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. 4904 relating to the unsworn falsification to authorities.

PHELAN HALLINAN & SCHMIEG, LLP

By:   
 Lawrence T. Phelan, Esquire  
 Francis S. Hallinan, Esquire  
 Daniel G. Schmieg, Esquire  
 Michele M. Bradford, Esquire  
 Judith T. Romano, Esquire  
 Sheetal R. Shah-Jani, Esquire  
 Jenine R. Davey, Esquire  
 Lauren R. Tabas, Esquire  
 Vivek Srivastava, Esquire  
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 Peter J. Mulcahy, Esquire  
 Jaime McGuinness, Esquire  
 Chrisovalante P. Fliakos, Esquire  
 Joshua I. Goldman, Esquire  
 Courtenay R. Dunn, Esquire  
 Andrew C. Bramblett, Esquire

Attorneys for Plaintiff

Dated: November 23 2009

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

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

vs

GARY E. DAHL  
JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL  
Defendants

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

NO. 06-1496-CD

**ORDER**

NOW, this 19<sup>th</sup> day of October, 2009, the Plaintiff is granted leave to serve the  
NOTICE OF SALE upon the Defendant **JENNIFER L. DAHL a/k/a JENNIFER L.  
MCFALL** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield County Legal Journal;
2. By first class mail to 121 Wilson Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 121 Wilson Avenue,  
DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as to  
121 Wilson Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,  
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

OCT 21 2009

Attest.

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

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE  
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT  
PUBLISHED BY McLEAN PUBLISHING COMPANY,**

NOTICE OF SHERIFF'S SALE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 06-1496-CD

**DUBOIS PENNSYLVANIA  
\$7, Approved May 16, 1929, P.L. 1784**

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

SS:

vs.  
GARY E. DAHL & JENNIFER L. DAHL A/K/A JENNIFER MCFALL

Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-** of the County and State aforesaid, being duly sworn, deposes and says that the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a publishing Company at 500 Jeffers Street, City of DuBois, County and State r 1879, since which date said, the daily publication and the weekly aid County, and that a copy of the printed notice of publication is attached published in the regular editions of the paper on the following dates, viz: the of October A.D., 2009

NOTICE TO: JENNIFER L. DAHL A/K/A JENNIFER MCFALL  
NOTICE OF SHERIFF'S SALE OF REAL PROPERTY"

Being Premises: 121 WILSON AVENUE, DUBOIS, PA 15801  
Being in SANDY Township, County of CLEARFIELD Common-wealth of Pennsylvania

er duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County rsonian Democrat**, a weekly newspaper to verify the foregoing statement not interested in the subject matter of the aforesaid notice of publication, and nt as to time, place and character of publication are true.

Improvements consist of residential property.  
Sold as the property of GARY E. DAHL & JENNIFER L. DAHL A/K/A JENNIFER MCFALL

**PUBLISHING COMPANY Publisher of  
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

Your house (real estate) at 121 WILSON AVENUE, DuBOIS, PA 15801 is scheduled to be sold at the Sheriff's Sale on JANUARY 8, 2010 at 10:00 A.M., at the CLEARFIELD County Courthouse to enforce the Court Judgment of \$63,346.85 obtained by WELLS FARGO BANK, N.A. S/B/M TO WELLS FARGO HOME MORTGAGE, INC. (the mortgagee), against the above premises.

*[Signature]*

PHELAN HALLINAN & SCHMIEG, LLP  
Attorney for Plaintiff

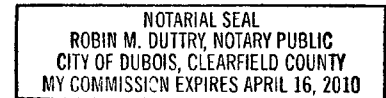
10/30/09

10th day of NOV., 2009

*[Signature]*  
NOTARY PUBLIC



Statement of Advertising Cost  
**McLEAN PUBLISHING COMPANY**  
Publisher of  
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/  
JEFFERSONIAN DEMOCRAT**  
DuBois, PA



TO Full Spectrum Services Inc

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$129.15</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$136.65</u>

**Publisher's Receipt for Advertising Costs**

**The Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801  
Established 1879, Phone 814-371-4200  
**McLEAN PUBLISHING COMPANY**  
Publisher of

**COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By \_\_\_\_\_

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

\_\_\_\_\_  
ATTORNEY FOR

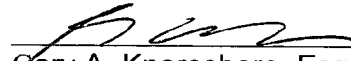


**PROOF OF PUBLICATION**

**STATE OF PENNSYLVANIA** :  
:  
**COUNTY OF CLEARFIELD** :

WELLS FARGO BANK, N.A. S/B/M TO WELLS  
FARGO HOME MORTGAGE, INC.  
vs.  
GARY E. DAHL & JENNIFER L. DAHL A/K/A JEN-  
NIFER MCFALL  
NOTICE TO: JENNIFER L. DAHL A/K/A JENNI-  
FER MCFALL  
NOTICE OF SHERIFF'S SALE OF REAL PROP-  
ERTY  
Being Premises: 121 WILSON AVENUE, DUBOIS,  
PA 15801  
Being in SANDY Township, County of CLEAR-  
FIELD Commonwealth of Pennsylvania  
Improvements consist of residential property.  
Sold as the property of GARY E. DAHL & JENNI-  
FER L. DAHL A/K/A JENNIFER MCFALL  
Your house (real estate) at 121 WILSON AVENUE,  
DUBOIS, PA 15801 is scheduled to be sold at the  
Sheriff's Sale on January 8, 2010 at 10:00AM at  
the CLEARFIELD County Courthouse to enforce  
the Court Judgment of \$63,346.85 obtained by,

On this 13th day of November AD 2009, before me, the su  
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 November 13, 2009, Vol. 21, No. 46. 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.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Amy Mae Gardner, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires May 28, 2013  
Member, Pennsylvania Association of Notaries

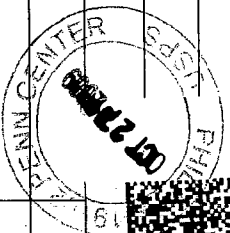
Brendan Booth  
Full Spectrum Services, Inc.  
400 Fellowship Rd, Suite 220  
Mt. Laurel, NJ 08054

Name and Address of Sender

**CQS**  
**PHELAN HALLINAN & SCHMIEG**  
 One Penn Center at Suburban Station, Suite 1400  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103-1814

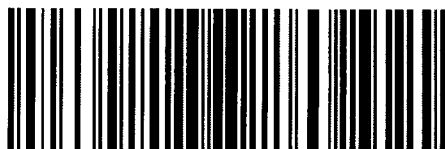
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1		JENNIFER L. DAHL A/K/A JENNIFER MCFALL 121 WILSON AVENUE DUBOIS, PA 15801	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12	JVS	<b>Re: GARY E. DAHL</b> <b>140256</b>	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



UNITED STATES POSTAGE  
 PITNEY BOWES  
**\$ 01.26<sup>0</sup>**  
 02 1M      OCT 27 2009  
 0004277256  
 MAILED FROM ZIP CODE 19103

TEAM 4  
 TEAM 4  
 SYP  
 TEAM 4



7178 2417 6099 0040 6289

4 / JYP  
JENNIFER L. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



[Home](#) | [He](#)

[Track & Confirm](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7178 2417 6099 0040 6289

Class: **First-Class Mail®**

Service(s): **Return Receipt Electronic**

Status: **Delivered**

Your item was delivered at 10:15 AM on November 10, 2009 in PHILADELPHIA, PA 19103.

#### Detailed Results:

- **Delivered, November 10, 2009, 10:15 am, PHILADELPHIA, PA 19103**
- **Arrival at Unit, November 09, 2009, 7:44 am, PHILADELPHIA, PA 19104**
- **Vacant, October 30, 2009, 12:48 pm, DU BOIS, PA**
- **Acceptance, October 27, 2009, 4:30 pm, PHILADELPHIA, PA 19102**
- **Electronic Shipping Info Received, October 27, 2009**

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

#### Return Receipt (Electronic)

Verify who signed for your item by email. [Go >](#)

### Track & Confirm

Enter Label/Receipt Number.

[Site Map](#)

[Customer Service](#)

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[Careers](#)

[Privacy Policy](#)

[Terms of Use](#)

[Business Customer Gal](#)

Copyright© 2009 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA



Track & Confirm  
Return Receipt



Track & Confirm  
Return Receipt

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**

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

**CLEARFIELD County  
No. 06-1496-CD  
Our File #: 140256**

**DEFENDANT(S)**

**GARY E. DAHL  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL**

**Type of Action  
- Notice of Sheriff's Sale**

**Please serve upon:**

**JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL**

**Sale Date: JANUARY 8, 2010**

**SERVE AT:**

**121 WILSON AVENUE  
DUBOIS, PA 15801**

**\*\*\*PLEASE POST PROPERTY WITH NOTICE OF SALE AS PER COURT ORDER\*\*\***

Served and made known to JENNIFER DAHL, Defendant, on the 2nd day of November, 2009, at 7:00 o'clock P.m., at 121 Wilson Ave, Dubois, PA 15801

Commonwealth of Pennsylvania, in the manner described below:

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

Description: Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Other \_\_\_\_\_

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

Sworn to and subscribed before me this 3rd day of November, 2009  
Notary:

By: Dm Ellis

*Marilyn A. Campbell*  
**COMMONWEALTH OF PENNSYLVANIA**  
 Notarial Seal  
 Marilyn A. Campbell, Notary Public  
 City Of Altoona, Blair County  
 My Commission Expires Dec. 6, 2011  
 Member, Pennsylvania Association of Notaries

**NOT SERVED**

**\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\***

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_.m., Defendant **NOT FOUND** because:

Moved  Unknown  No Answer  Vacant

1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 3rd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_

Other: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_  
Notary:

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

**Attorney for Plaintiff**  
**DANIEL G. SCHMIEG, Esquire - I.D. No. 62205**  
**One Penn Center at Suburban Station, Suite 1400**  
**1617 John F. Kennedy Boulevard**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**

**FILED**

**NOV 24 2009**

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO WELLS : CLEARFIELD COUNTY  
FARGO HOME MORTGAGE, INC. :  
Plaintiff, : COURT OF COMMON PLEAS  
v. : CIVIL DIVISION  
GARY E. DAHL :  
JENNIFER L. DAHL A/K/A JENNIFER L. BAHL : No. 06-1496-CD  
A/K/A JENNIFER L. MCFALL :  
Defendant(s) :

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
CLEARFIELD COUNTY ) SS:

As required by Pa. R.C.P. 3129.1(a) Notice of Sale has been given to Lienholders and any known interested party in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address, set forth on the Affidavit and as amended if applicable. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached hereto Exhibit "A".

*Full*

- Lawrence T. Phelan, Esq., Id. No. 32227
- Francis S. Hallinan, Esq., Id. No. 62695
- Daniel G. Schmieg, Esq., Id. No. 62205
- Michele M. Bradford, Esq., Id. No. 69849
- Judith T. Romano, Esq., Id. No. 58745
- Sheetal R. Shah-Jani, Esq., Id. No. 81760
- Jenine R. Davey, Esq., Id. No. 87077
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- Joshua I. Goldman, Esq., Id. No. 205047
- Courtenay R. Dunn, Esq., Id. No. 206779
- Andrew C. Bramblett, Esq., Id. No. 208375

Attorney for Plaintiff

Date: 12/7/2009

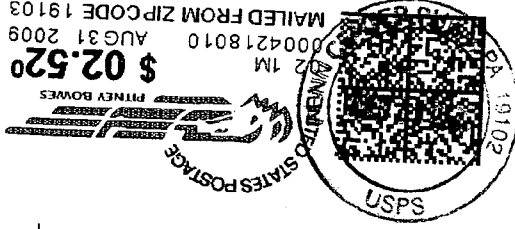
**IMPORTANT NOTICE:** This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

FILED  
NO  
DEC 09 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

**Name and Address of Sender**

**CQS**  
**PHELAN HALLINAN & SCHMIEG**  
 One Penn Center at Suburban Station, Suite 1400  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT 121 WILSON AVENUE DUBOIS, PA 15801		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105		
4		Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Strawberry Sq., Dept 28061, Harrisburg, PA 17128		
5		Internal Revenue Service, Federated Investors Tower, 13 <sup>TH</sup> Floor, Suite 130 Pittsburgh, PA 15222		
6		Department of Public Welfare, TPL Casualty Unit, Estate Recovery Program Oak Building, Harrisburg, PA 17105		
7				
8				
9				
10				
11				
12	SVS	<b>Re: GARY E. DAHL</b>	<b>140256 TEAM 3</b>	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900,S913 and S921 for limitations of coverage.





FILED

DEC 09 2009

William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

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

NO. 06-1496-CD

vs.

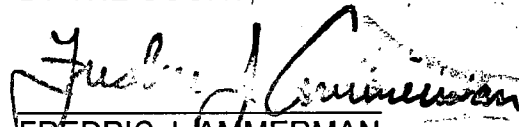
GARY E. DAHL  
JENNIFER L. DAHL, a/k/a JENIFER L. BAHL,  
a/k/a JENNIFER L. McFALL  
Defendants

\*  
\*  
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\*  
\*

ORDER

AND NOW, this 23rd day of December, 2009, this being the date set by this Court's Order of November 20, 2009 for argument on Plaintiff's Motion to Reassess Damages and the Court noting that neither counsel or a representative for the Plaintiff appeared for said argument; it is the ORDER of this Court that said Motion to Reassess Damages be and is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED <sup>2cc</sup>  
12/4/09  
DEC 23 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
121 Wilson Ave.  
DuBois, PA  
15801  
S  
160

**FILED**

**DEC 23 2009**

William A. Siraw  
Prothonotary/Clerk of Courts

DATE: 12/23/09

You are responsible for serving all appropriate parties.

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

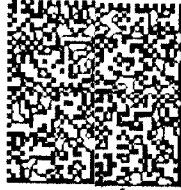
Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS

P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830



Hasler

016H16505405

\$00.440

12/24/2009

Mailed From 16830

US POSTAGE

Gary E. Dahl  
Jennifer L. Dahl  
121 Wilson Ave  
DuBois, PA 1

FILED

DEC 30 2009

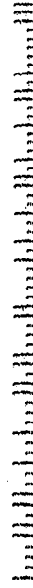
S m/10:25/c (6)

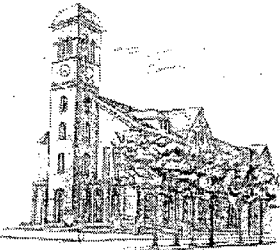
William A. Shaw  
Prothonotary/Clerk of Courts

FORWARD X 152 N7E 1 B091 00 12/28/09  
DHL TIME EXP RTN TO SEND  
17 PLEASANT VALLEY RD  
REYNOLDSVILLE PA 15851-8919

RETURN TO SENDER

16830549





Clearfield County Office of the Prothonotary and Clerk of Courts

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

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ [www.clearfieldco.org](http://www.clearfieldco.org)

To: All Concerned Parties

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

William A. Shaw, Prothonotary

DATE: 12/23/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

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

\* NO. 06-1496-CD  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

vs.

GARY E. DAHL  
JENNIFER L. DAHL, a/k/a JENIFER L. BAHL,  
a/k/a JENNIFER L. McFALL  
Defendants

ORDER

AND NOW, this 23rd day of December, 2009, this being the date set by this Court's Order of November 20, 2009 for argument on Plaintiff's Motion to Reassess Damages and the Court noting that neither counsel or a representative for the Plaintiff appeared for said argument; it is the ORDER of this Court that said Motion to Reassess Damages be and is hereby DISMISSED.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

DEC 23 2009

Attest.



*William L. ...*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21018  
NO: 06-1496-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.  
vs.  
DEFENDANT: GARY E. DAHL, JENIFER L. DAHL A/K/A JENNIFER L. MCFALL

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/6/2009

LEVY TAKEN 9/1/2009 @ 11:20 AM

POSTED 9/1/2009 @ 11:20 AM

SALE HELD 1/8/2010

SOLD TO THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK NA AS TRUSTEE FOR BEAR STERANS ASSET-BACKED SECURITIES TRUST 2005-SD1, ASSET-BACKED CERTIFICATES, SERIES 2005-SD1

SOLD FOR AMOUNT \$23,000.00 PLUS COSTS

WRIT RETURNED 2/22/2010

DATE DEED FILED 2/22/2010

PROPERTY ADDRESS 121 WILSON AVENUE DUBOIS , PA 15801

SERVICES

10/16/2009 @ SERVED GARY E. DAHL

SERVED GARY E. DAHL, DEFENDANT, BY REG & CERT MAIL TO P. O. BOX 226, DUBOIS, PENNSYLVANIA CERT #70083230000335907839. SIGNED FOR BY GARY E. DAHL.

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

11/24/2009 @ 9:35 AM SERVED JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

SERVED JENNIFER DAHL A/K/A JENNIFER L. MCFALL, DEFENDANT, AT THE CLEARFIELD COUNTY COURTHOUSE 1 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

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.

@ SERVED JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

DEPUTIES UNABALE TO SERVE JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL, DEFENDANT, AT 112 KAROLESKI ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA ADDRESS IS AN EMPTY LOT

@ SERVED

NOW, OCTOBER 27, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 13, 2009 TO JANUARY 8, 2010, DUE TO SERVICE OF NOTICE OF SALE,

FILED

FEB 22 2010

William A. Shaw  
Prothonotary/Clerk of Courts

013:15/ ✓ ACK

PP S-cc

(6)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21018  
NO: 06-1496-CD

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

vs.

DEFENDANT: GARY E. DAHL, JENIFER L. DAHL A/K/A JENNIFER L. MCFALL

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$729.28

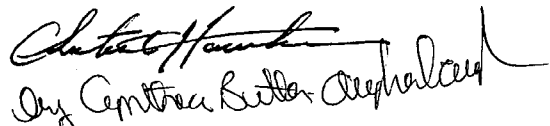
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff



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

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

vs.

GARY E. DAHL

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ....  
No. 06-1496-CD  
No. ....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 121 WILSON AVENUE, DUBOIS, PA 15801  
(See Legal Description attached)

Amount Due

\$63,346.85

Interest from 04/14/2007 to Sale

Prothonotary costs

\$172.00

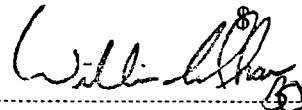
Per diem \$10.41

\$ \_\_\_\_\_

Add'l Costs

\$

Writ Total



OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 8/6/09  
(SEAL)

140256

Received this writ this 6<sup>th</sup> day  
of August A.D. 2009  
At 3:00 A.M./P.M.

Cynthia A. Hays  
Sheriff Cynthia A. Hays

No. 06-1496-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Real Debt                      \$63,346.85

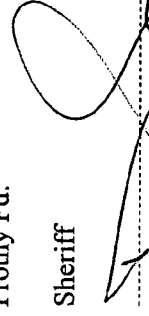
Int. from 04/14/2007

To Date of Sale (\$10.41 per diem)

Costs

Prothy Pd.                      172.00

Sheriff



DANIEL G. SCHMIEGE, ESQUIRE  
Attorney for Plaintiff

Address: GARY E. DAHL  
121 WILSON AVENUE  
DUBOIS, PA 15801

JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
121 WILSON AVENUE  
DUBOIS, PA 15801

1  
A.W.P.M.  
A.D.  
served this writ this 9th

## LEGAL DESCRIPTION

ALL those three certain pieces or parcels of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

THE FIRST THEREOF: Bounded on the West or front by Wilson Avenue; on the South by Lot No. 9; on the East and rear by an alley; and on the North by Lot No. 11 of said plot. Being 50 feet in width at front on Wilson Avenue and in rear of said alley 155 feet more or less deep along line of Lot No. 9, and 156 feet more or less deep along line of Lot No. 11. Being known as Lot No. 10 in the plot of lots known as Wilson Terrace. Subject to building restriction as contained in former deeds. Lot 10 being bounded on the south by land now or formerly of Nancy G. Chittester.

THE SECOND THEREOF: On the West and front by Wilson Avenue; on the North by Lot No. 12; on the East by an alley and on the South by Lot No. 10, and being 50 feet wide on Wilson Avenue by 150 feet deep more or less to said alley and being 50 feet wide on said alley. Known as Lot No. 11 in Wilson Terrace.

THE THIRD THEREOF: BEGINNING at a post at line of Wilson Avenue and corner of Lot No. 11; thence in an Easterly direction 158 feet more or less to an alley at rear of lot; thence by line of said alley in a Northerly direction 50 feet more or less to a post at corner of Lot No. 13; thence by line of said Lot No. 13 in a Westerly direction 159 feet more or less to a post at corner of Lot No. 13 and Wilson Avenue; thence by line of said Wilson Avenue 50 feet more or less to a post and place of beginning. Being known as Lot No. 12 in Wilson Terrace.

Lot No. 12 being bounded on the north by land now or formerly of Timothy and Paulette Bembenic.

TITLE TO SAID PREMISES IS VESTED IN Gary E. Dahl and Jennifer L. Dahl, husband and wife, as tenants by the entireties, by Deed from Paul M. Sprague and Amy J. Sprague, husband and wife, dated 12/18/2003, recorded 12/29/2003, in Deed Mortgage Inst# 200323279.

Premises being: 121 WILSON AVENUE  
DUBOIS, PA 15801

Tax Parcel No. 128-B04-430-64 & 128-B04-430-65

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GARY E. DAHL NO. 06-1496-CD

NOW, February 18, 2010, 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 January 08, 2010, I exposed the within described real estate of Gary E. Dahl, Jenifer L. Dahl A/K/A Jennifer L. Mcfall to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK NA AS TRUSTEE FOR BEAR STERANS ASSET-BACKED SECURITIES TRUST 2005-SD1, ASSET-BACKED CERTIFICATES, SERIES 2005-SD1 he/she being the highest bidder, for the sum of \$23,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	20.90
LEVY	15.00
MILEAGE	20.90
POSTING	15.00
CSDS	10.00
COMMISSION	460.00
POSTAGE	12.48
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	23,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	20.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$749.28</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	55.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$55.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	51,404.77
INTEREST @ 15.4100 %	15,410.00
FROM 04/14/2007 TO 01/08/2010	
PROTH SATISFACTION	
LATE CHARGES AND FEES	45.58
COST OF SUIT-TO BE ADDED	1,347.50
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	967.31
PROPERTY INSPECTIONS	60.00
INTEREST	7,656.69
MISCELLANEOUS	190.00
<b>TOTAL DEBT AND INTEREST</b>	<b>\$78,796.85</b>

**COSTS:**

ADVERTISING	1,640.34
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	55.00
SHERIFF COSTS	749.28
LEGAL JOURNAL COSTS	351.00
PROTHONOTARY	172.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	5,111.20
<b>TOTAL COSTS</b>	<b>\$8,223.82</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

**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:

GARY E. DAHL  
P. O. BOX 226  
DUBOIS, PA 15801

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 7839

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Gary Dahl*  Agent  Addressee

B. Received by (Printed Name)

*GARY DAHL*

C. Date of Delivery

*10/13/2009*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

7008 3230 0003 3590 7839

<b>U.S. Postal Service™</b>		
<b>CERTIFIED MAIL™ RECEIPT</b>		
<i>(Domestic Mail Only, No Insurance Coverage Provided)</i>		
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>		
<b>OFFICIAL USE</b>		
Postage	\$ 0.61	0830
Certified Fee	\$ 2.80	07
Return Receipt Fee (Endorsement Required)	\$ 2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.71</b>	<b>10/13/2009</b>
Sent To		
GARY E. DAHL		
P. O. BOX 226		
DUBOIS, PA 15801		
PS Form 3800, August 2006. See Reverse for Instructions.		

**Phelan Hallinan & Schmieg, L.L.P.**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Fax: (215) 563-7009**

Representing Lenders in  
Pennsylvania and New Jersey

Foreclosure Manager

October 27, 2009

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME  
MORTGAGE, INC. v.  
GARY E. DAHL and JENNIFER L. DAHL  
121 WILSON AVENUE DUBOIS, PA 15801  
Court No. 06-1496-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for November 13, 2009 due to the following: Service of NOS.

The Property is to be relisted for the January 8, 2010 Sheriff Sale.

Thank you for your cooperation in this matter.

Very Truly Yours,  
ELIZABETH HALLINAN for  
Phelan Hallinan & Schmieg, LLP

*Recvd*  
*10-27-09*

William A. Shaw  
Prothonotary/Clerk of Courts

FEB 22 2PM

FILED