



Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank N.A., et al vs. Gary E. Dahl, et al

## Mortgage Foreclosures

Date	Judge
9/14/2006	New Case Filed.
	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.
12/13/2006	X Sheriff Return, October 2, 2006 at 3:41 pm 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
1/8/2007	X Filing: Praeclipe for In Rem Judgment for Failure to Answer and Assessment of Damages Paid by: Hallinan, Francis S. (attorney for Wells Fargo Bank N.A.) Receipt number: 1917091 Dated: 01/08/2007 Amount: \$20.00 (Check) 1CC & Notice to deft., and statement to Atty.
	X Filing: Praeclipe 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 & 6 writs w/prop. descr. to sheriff.
3/1/2007	X Plaintiff's Motion to Reassess Damages, filed by Atty. Bradford no cert. copies.
3/2/2007	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
3/9/2007	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.
3/15/2007	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
3/21/2007	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.
10/19/2007	X Sheriff Return, NOT SOLD So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh. Shff Hawkins costs pd by Atty. \$303.40
2/24/2009	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. Schmieg, Esquire. 1CC & 6 Writs w/prop. desc. to Sheriff.

ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

IN RE:

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

CIVIL DIVISION

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  
M 2:40 p.m. GK 1cc Atty  
NOV 23 2009  
Atty paid 95.00  
William A. Shaw  
Prothonotary/Clerk of Courts

Original  
upstand

Date: 12/16/2009

**Clearfield County Court of Common Pleas**

User: LMILLER

Time: 09:10 AM

ROA Report

Page 2 of 3

Case: 2006-01496-CD

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank N.A., et al vs. Gary E. Dahl, et al

**Mortgage Foreclosures**

Date	Judge
3/19/2009 X Filing: Praecipe, 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.	Fredric Joseph Ammerman
5/29/2009 X Motion to Strike Erroneous Praecipe to Withdraw Action, filed by s/ Daniel G. Schmieg, Esquire, No CC	Fredric Joseph Ammerman
6/3/2009 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. Schmieg	Fredric Joseph Ammerman
6/15/2009 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 Praecipe 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. Schmieg Esq. No CC.	Fredric Joseph Ammerman
7/8/2009 X Motion to Make Rule Absolute, filed by s/ Jenine R. Davey, Esquire. No CC 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.	Fredric Joseph Ammerman
7/14/2009 X Order, this 13th day of July, 2009, Ordered that the Motion to Strike Erroneous Praecipe to Withdraw Action is made absolute and that the Praecipe 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 foreclose action and reschedule the Mortgaged premises for Sheriff's Sale. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Davey	Fredric Joseph Ammerman
8/6/2009 X Filing: Praecipe 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 & 6 writs w/prop. desc to shff Amount Due: 63,346.85.	Fredric Joseph Ammerman
8/14/2009 X Sheriff Return; X 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.	Fredric Joseph Ammerman
10/9/2009 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.	Fredric Joseph Ammerman
10/15/2009 X Motion For Service of Notice of Sale Pursuant to Special Order of Court, filed by s/ Vivek Srivastava, Esquire. No CC	Fredric Joseph Ammerman

Current Judge: Fredric Joseph Ammerman

Karen D. Swatsworth, et alvs. R &amp; R Optical, Inc.

## Civil Other-COUNT

Date	Judge
9/4/2008	New Case Filed. No Judge
X	X 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	X X 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	X X Entry of Appearance, on behalf of Ralph Hinson, Defendant, enter appearance of Christopher E. Mohney, Esquire. no CC No Judge
10/10/2008	X X Preliminary Objections, filed by s/ John R. Ryan, Esquire 4CC to Atty. No Judge
10/13/2008	X X 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	X X Certificate of Service, filed. Served a certified copy of Preliminary Objections Fredric Joseph Ammerman 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.
10/23/2008	X X Praeclipe 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	X X Order, AND NOW, this 19th day of November, 2008, following argument on Fredric Joseph Ammerman 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	X X Praeclipe to Attach Exhibit "A" to Plaintiff's Civil Complaint. Filed by s/ Theron G. Noble, Esquire. No CC Fredric Joseph Ammerman
12/15/2008	X X 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
	X X Answer, New Matter and Counterclaim, filed by s/ John R. Ryan Esquire. 3CC Atty. Ryan Fredric Joseph Ammerman
12/19/2008	X X Preliminary Objections to Answer, New Matter & Counterclaim, filed by s/ Theron G. Noble, Esquire. No CC Fredric Joseph Ammerman
12/29/2008	X X Defendant's Preliminary Objections to Preliminary Objections of Plaintiff, file Fredric Joseph Ammerman by s/ John R. Ryan, Esq. Three CC Attorney Ryan Fredric Joseph Ammerman
1/2/2009	X X 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

Current Judge: Fredric Joseph Ammerman

Wells Fargo Bank N.A., et al vs. Gary E. Dahl, et al

## Mortgage Foreclosures

Date	Judge
10/21/2009	<input checked="" type="checkbox"/> 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
11/17/2009	<input checked="" type="checkbox"/> Plaintiff's Motion to Reassess Damages, filed by s/ Courtenay R. Dunn Esq. Fredric Joseph Ammerman No CC. <input checked="" type="checkbox"/> 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.
11/20/2009	<input checked="" type="checkbox"/> 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
11/24/2009	<input checked="" type="checkbox"/> 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.
12/9/2009	<input checked="" type="checkbox"/> 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.

Current Judge: Fredric Joseph Ammerman

Karen D. Swatsworth, et alvs. R &amp; R Optical, Inc.

Civil Other-COUNT

Date	Judge
1/5/2009	<del>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.</del>
1/28/2009	<del>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 than 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</del>
2/6/2009	<del>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.</del>
3/5/2009	<del>Joint Praecept to Amend Caption, filed by s/ Theron G. Noble Esq. and s/ John R. Ryan Esq.</del> New caption:  Karen D. Swatsworth and Elaine G. Trimpey, adult individuals Defendant Plaintiffs  vs  R & R Optical Inc., d/b/a Wise Eyes Optical, a duly formed and existing Pennsylvania Corporation 3CC Atty Ryan
4/8/2009	<del>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 Atty; Ryan, Noble</del>
4/16/2009	<del>Reply to New Matter &amp; Answer to Counter-claim, filed by s/ Theron G. Noble Esq. No CC.</del>
4-17-09	<del>Transcript of Proceedings dated April 2, 2009, filed. (see original)</del>
4/21/2009	<del>Certificate of Service, filed. Served a Request for Production of Documents submitted on behalf 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.,</del>
4/23/2009	<del>Notice of Service, filed by Atty. Noble no c/c Mailed copy of First Set of Interrogatories and Request for Documents to Atty. Ryan.  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.</del>
4/24/2009	<del>Response to Motion to Compel, filed by s/ John R. Ryan, Esquire. 4CC Atty. Ryan</del>

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

Plaintiff

v.

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

Defendants

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

**FILED** *Atty fd. 85.00*  
*m/a: 50/61*  
**SEP 14 2006** *4CC Shaff*

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	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.



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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**

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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 15 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**

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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

So Answers,

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

  
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

Willie Shaw  
PRO PROTHY

140256

FILED Atty pd. 20.00  
JAN 08 2007 ICC Notice to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to Atty

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

DATE OF NOTICE: OCTOBER 24, 2006

FILE COPY

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**

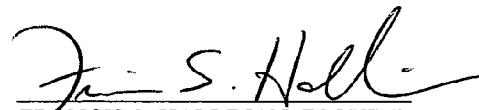
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

**IMPORTANT NOTICE**

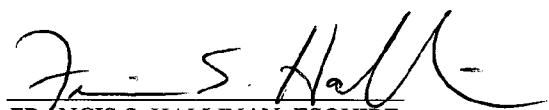
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CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT  
ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 x 5982

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

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

PHELAN HALLINAN & 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.

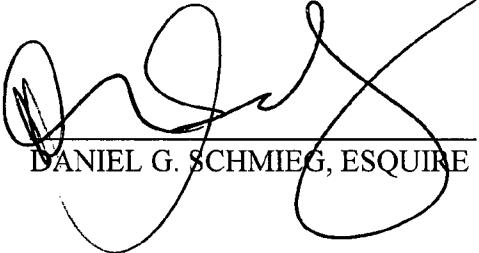
GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L.  
MCFALL

**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

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 H. Thompson DEPUTY

If you have any questions concerning this matter please contact:

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

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

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

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

No.: 2006-01496-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.**

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 Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	
	<u>\$58,789.30</u>

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

125.00 and Costs  
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** Atty pd. 20.00  
m/10/31/07  
JAN 08 2007 1CCOLWNTS  
w/prop. descr.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Sheriff

2007 JAN 08 FILED

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

PRAECLYPE 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

### 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

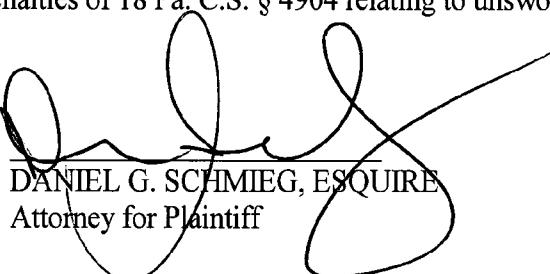
CERTIFICATION

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 Praeclipe 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 Praecept 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.

---

vs.

---

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

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:

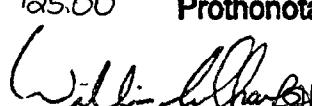
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: **121 WILSON AVENUE, DUBOIS, PA 15801**

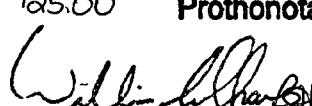
(See legal description attached.)

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

Dated 11/8/2007  
(SEAL)

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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 \$58,789.30

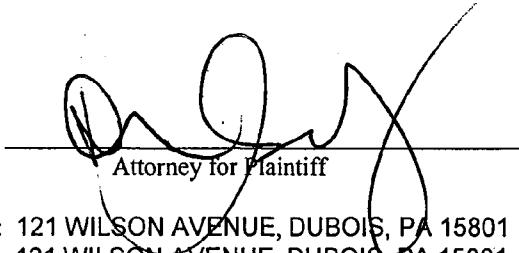
Int. from 11/8/06 \_\_\_\_\_  
to Date of Sale (\$9.66 per diem)

Costs \_\_\_\_\_

Proth. Pd. 125.00

Sheriff \_\_\_\_\_

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.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

Plaintiff : Court of Common Pleas

vs. : Civil Division

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

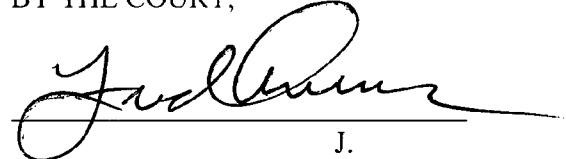
Defendants

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**  
9:00:30 AM MAR 02 2007  
ICC Atty  
Bradford  
MAR 02 2007  
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

CA  
FILED

MAR 01 2007

W 2:10 PM

William A. Shaw  
Prothonotary/Clerk of Courts

No 4/1

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

: No. 06-1496-CD

Jennifer L. Dahl

A/K/A Jennifer L. McFall

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:

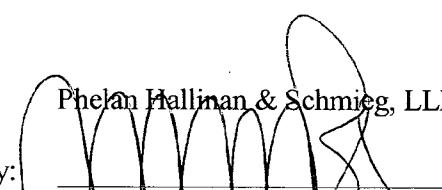
Principal Balance	\$51,404.77
Interest Through 4/13/07	7,656.69
Per Diem \$15.14	
Late Charges	45.58
Legal fees	1,675.00
Cost of Suit and Title	1,347.50
Sheriff's Sale Costs	0.00
Property Inspections	60.00
Appraisal/BPO	190.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>967.31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

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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., S/B/M to Wells Fargo : Court of Common Pleas  
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

**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.

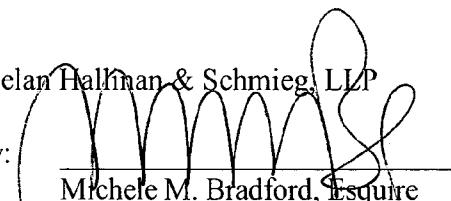
## VI. CONCLUSION

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 & Schmiege, 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-C

CLEARFIELD COUNTY

FILED  
SEP 14 2006

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

True and correct copy of the  
original filed of record

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

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 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

Plaintiff

v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
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**

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Clearfield, PA 16830  
814-765-2641 x 5982

I hereby certify the  
document 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 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 Interest (9/13/06 to 11/8/06)	\$57,945.94 <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

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
JAN 08 2007

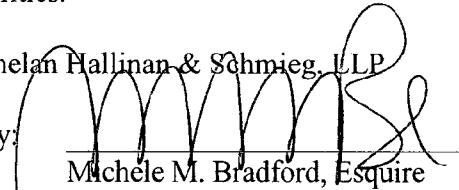
**VERIFICATION**

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: 2/26/67

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

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

Defendants

#### CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support therof 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  
m110:5962  
MAR 09 2007  
S

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

: 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: 3/16/07

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

**FILED**

**MAR 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

PA  
FILED *acc*  
01/15/2007 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 : Court of Common Pleas  
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

**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

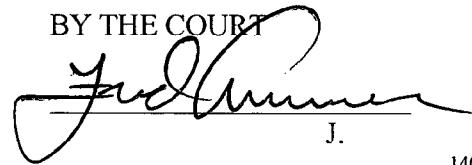
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>967.31</u>

<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  
MARCH 21 2007  
15  
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

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

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 06-1496-CD

Gary E. Dahl  
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 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**  
01/19/2007  
OCT 19 2007  
W.A. Shaw  
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 Hawkins*  
by Cynthia Butler-Cayhens  
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	<u>\$58,789.30</u>
Interest from 11/8/06 to Date of Sale (\$9.66 per diem)	<u>\$</u> _____
Total	<u>\$</u> _____ Plus costs as endorsed.
Add'l fees	<u>125.00</u> <u>Prothonotary costs</u>
	<u>\$3180.00</u>

Willie Dahl  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 18/8/2007  
(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.  
Chester A. Hawkins  
by Amitha Butler-Agherley

**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>
<b>COSTS:</b>	
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](mailto: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.

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	\$63,346.85
Per diem \$10.41	145.00
Adm'1 Costs	\$
Writ Total	\$

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

Note: Please attach description of Property.

140256

FILED Atty pd. 20.00  
m/11/2009 1CC&Lewitsw/  
FEB 24 2009  
S William A. Shaw Prop desc.  
Prothonotary/Clerk of Courts to Sheriff  
66

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

---

PRAECLIPSE 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

**PHELAN HALLINAN & SCHMIEG**

**By: DANIEL G. SCHMIEG**

**Identification No. 62205**

**Suite 1400**

**One Penn Center at Suburban Station  
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.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715**

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

**Plaintiff,**

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

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

**:**  
**:**  
**:**  
**:**  
**:**

**Defendant(s).**

**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.A. §4904 relating to unsworn falsification to authorities.

  
**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**

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

**Plaintiff,**

**v.**

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

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

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

<b>GARY E. DAHL</b>	<b>121 WILSON AVENUE DUBOIS, PA 15801</b>
---------------------	---

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

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

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

<b>Same as Above</b>	
----------------------	--

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**

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

**Plaintiff,**

**v.**

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

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

**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 Praeclipe 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 **None** LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

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

NAME **None** LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

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

NAME **None** LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

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:

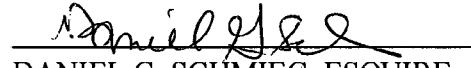
NAME **None** LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

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.)
<b>TENANT/OCCUPANT</b>	<b>121 WILSON AVENUE DUBOIS, PA 15801</b>
<b>DOMESTIC RELATIONS CLEARFIELD COUNTY</b>	<b>CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830</b>
<b>COMMONWEALTH OF PENNSYLVANIA</b>	<b>DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105</b>
<b>Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division</b>	<b>6<sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128</b>
<b>Internal Revenue Service Federated Investors Tower</b>	<b>13<sup>TH</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222</b>
<b>Department of Public Welfare TPL Casualty Unit Estate Recovery Program</b>	<b>P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105</b>

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

JENNIEF L. DAHL  
A/K/A JENNIEF L. MCFALL

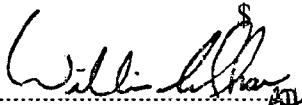
Commonwealth of Pennsylvania:

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	145.00
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. SCHIMIEG, ESQUIRE  
Attorney for Plaintiff

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

S **FILED** pd \$7.00 Atty  
m/ 10:45 I.C. 1 cert of  
MAR 19 2009 disc issued

William A. Shaw  
Prothonotary/Clerk of Courts  
ATTORNEY FOR PLAINTIFF

to AAA  
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

FILED

MAR 19 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.  
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**

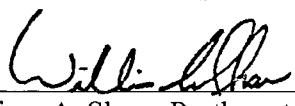
Commonwealth of PA  
County of Clearfield

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

FILED  
MAY 29 2009  
NO CC  
M 112:40 PM  
(CSK)

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 Praecept 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 Praecept 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

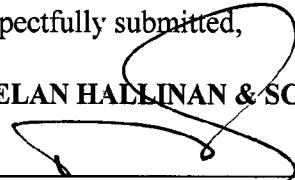
Praeclipe to Withdraw Action.

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 Praeclipe 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

**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. 200523280.

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 Praecept 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 lend to a liberal exercise of the equity power conferred upon them without encouraging technical niceties in the modes of procedure and forms of pleading. Gunnell v. Trout, 112 A.2d 333, 380 Pa. 504 (1955). In this case, the erroneous filing of a Praecept 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 Praecept 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: 1

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:**

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

ABSOLUTE SETTLEMENT CO  
900 A BEAVER DRIVE  
DUBOIS, PA 15801

\*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
<b>TOTAL</b>	<b>\$68.50</b>

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATE ON 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.

SEP-01-2006 10:33 AM ABSTRACTORS

814 765 1989

P. 10/14

Prepared by:  
**NANCY HOCHBEIN**  
**WELLS FARGO HOME MORTGAGE, INC.**  
**2051 KILLEBREW DR #300**  
**BLOOMINGTON, MN 55425.**

Return To:  
**WELLS FARGO HOME MORTGAGE, INC.**  
**FINAL DOCUMENTS X4791-022**  
**3601 MINNESOTA DRIVE**  
**BLOOMINGTON, MN 55435-5284**

Parcel Number:

(Space Above This Line For Recording Data)

**MORTGAGE**

0134012426

**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**

PENNSYLVANIA- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 18

Initials:

*GD 7LD*

FORM 2030 1/01

SPAD1 Rev 08/12/01

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 end 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 Northwesterly 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.

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

Lender's address is

P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the mortgagor 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.....) 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.

**26. Reinstate Period.** Borrower's time to reinstate provided in Section 19 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.

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

Carl A. F.

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

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

0134012428

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 WELL'S 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, PUNGO, VA 23861. (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 8.87% %. 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, 2008, 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."

MULTI STATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family  
Freddie Mac Uniform Instrument

Form 3102 1/01 ECT08L REV. 11/16/00

# **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. *Cl-1496-C*

CLEARFIELD COUNTY

FILED  
SEP 14 2006

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

I certify the  
copy 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

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

Plaintiff

v.

CCURT OF COMMON PLEAS

CIVIL DIVISION

TERM

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.

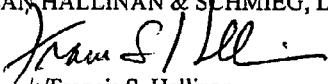
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth 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. 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.

31 Jel.

---

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 9/12/06

# **Exhibit “C”**

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

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 Interest (9/13/06 to 11/8/06)	\$57,945.94 <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

*William A. Shaw*  
PROTHONOTARY

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

: Court of Common Pleas

vs.

: Civil Division

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

Defendants

: 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

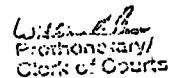


140256

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

MAR 15 2007

Attest.



W. S. L. B.  
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.

**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

**MAR 19 2009**

Attest:

*W.S. Hallinan*  
Prothonotary  
Clerk of Courts

**ATTORNEY FOR PLAINTIFF**

<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>

*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.

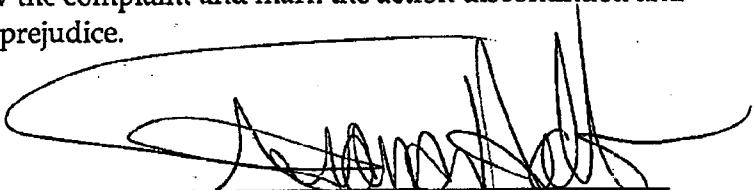
Please mark the above referenced case Settled, Discontinued and Ended.

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

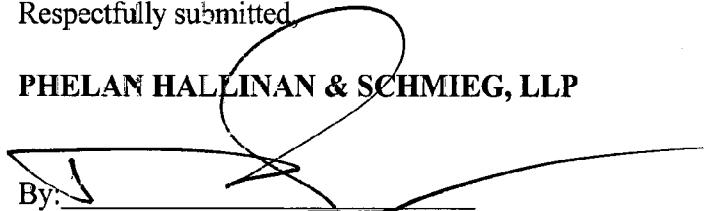
  
Francis S. Hallinan  
Attorney for Plaintiff

**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 Praeclipe 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**

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

Dated: May 28, 2009

**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 Praeclipe 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**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA	:	CIVIL DIVISION
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	:	
Defendants	:	

**ORDER**

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

1.            The Praeclipe 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.

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 Praeclipe 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  
10/4/09  
JUN 03 2009 Atty Schmieg  
S 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  Other

Special Instructions:

5 FILED NO CC  
M 110 37/34  
JUN 15 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
WM

**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. :

Plaintiff :

v. :

Gary E. Dahl :

Jennifer L. Dahl :

A/K/A Jennifer L. McFall :

Defendants :

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County

**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 Praeclipe 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**

By: 1  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Dated: June 11, 2009

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 Praeclipe 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 IMPCRTANT 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 G. Ammerman  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, NA	:	CIVIL DIVISION
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	:	
Defendants	:	

**ORDER**

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

1. The Praeclipe 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

FILED No. 6  
m 11:03 am  
JUL 08 2009  
6a

S 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 Eank, N.A.

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

Plaintiff

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

CLEARFIELD County

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendant

**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

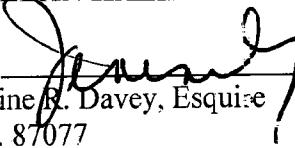
11, 2009. Attached hereto, made a part hereof and marked as Exhibit "A" are true and correct copies of the Courts Rule to Show Cause, Certificate of Service of Said Rule to Show Cause, and Plaintiff's Motion to Strike Praeclipe to Withdraw Action.

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 R. 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 : 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 Praeclipe 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 L. Ammerman*  
Prothonotary/  
Clerk of Courts

ATTORNEY FILE COPY  
PLEASE RETURN

FILED  
COP 06-37  
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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-1496-CD

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 Praecept to Withdraw Action was served upon the following:

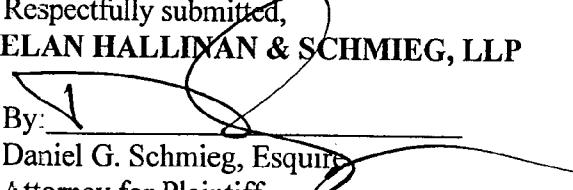
Gary E. Dahl  
121 Wilson Avenue  
DuBois, PA 15801

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**

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Dated: June 11, 2009

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 Praeclipe 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. Goss*  
Prothonotary/  
Clerk of Courts

FILED  
MAY 29 2009  
William A. Shaw  
Prothonotary/Sheriff 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

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 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 Praecept 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 Praecept to Withdraw the instant foreclosure action. Attached hereto, made a part

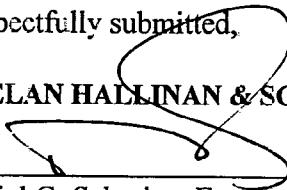
hereof, and marked as Exhibit "F" is a true and correct copy of the erroneous Praecipe to Withdraw Action.

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

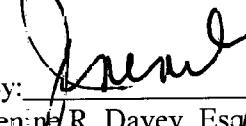
**VERIFICATION**

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,

**PHELAN 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

5 FILED 1cc A47  
m/11:03 cm 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.

ATTORNEY FOR PLAINTIFF

Plaintiff

COURT OF COMMON PLEAS

v.

CIVIL DIVISION

NO.: 06-1496-CD

Clearfield County

Gary E. Dahl

Jennifer L. Dahl

A/K/A Jennifer L. McFall

Defendant

**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

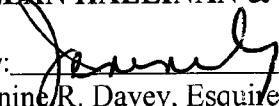
Jennifer L. Dahl

A/K/A Jennifer L. McFall

121 Wilson Avenue

DuBois, PA 15801

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

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

Dated: 7/7/09

**FILED**

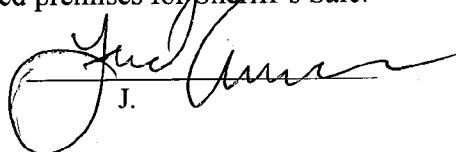
**JUL 08 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A. : CIVIL DIVISION  
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 :  
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 Praeclipe to Withdraw Action, shall be and is hereby made absolute and that the Praeclipe 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. J. Cawley

FILED 2009  
07/14/2009 Atty Davey  
S JUL 14 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
(G)

# 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

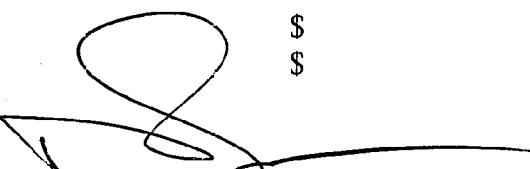
No. 06-1496-CD

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

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$63,346.85
Interest from 04/14/2007 to Sale	Prothonotary costs 172.00
Per diem \$10.41	\$ _____
Add'l Costs	\$ _____
Writ Total	\$ _____

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Note: Please attach description of Property.

140256

5 **FILED** Atty pd.  
m 7/23/2009 2009  
AUG 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
CC & lowrity  
w/prof desc.  
to Sheriff

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**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.

vs.

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

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:



DANIEL G. SCHMEECKLE, 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

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

Suite 1400

One Penn Center at Suburban Station

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,

v.

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

Defendant(s). :

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

: CIVIL DIVISION

: NO. 06-1496-CD

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.A. §4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**Plaintiff,**

**v.**

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

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

**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 Praeclipe 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.)
<b>GARY E. DAHL</b>	<b>121 WILSON AVENUE DUBOIS, PA 15801</b>
<b>JENNIFER L. DAHL A/K/A JENNIFER L. MCFALL</b>	<b>121 WILSON AVENUE DUBOIS, PA 15801</b>

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

NAME	ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
<b>Same as Above</b>	

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.)
<b>None</b>	

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.)
<b>None</b>	

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

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 \$170.00  
\$

*Willie L. Sharpe*  
-----  
OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 8/6/09  
(SEAL)

140256

No. 06-1496-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

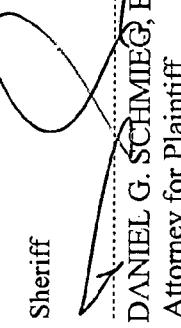
WELLS FARGO BANK, N.A., S/B/M TO WELLS  
FARGO HOME MORTGAGE, INC.

vs.

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

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs	\$63,346.85
Real Debt	
Int. from 04/14/2007 To Date of Sale (\$10.41 per diem)	
Costs	
Protho Pd.	<u>172.00</u>
Sheriff	

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

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**  
019-00837  
S AUG 14 2009  
William A. Shaw  
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

\*IOW, 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

\$63,346.85  
Prothonotary costs \$145.00

Interest from 04/14/2007 to Sale

\$ \_\_\_\_\_.

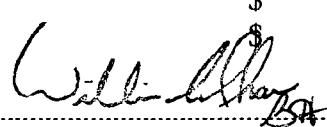
Per diem \$10.41

\$

Add'l Costs

\$

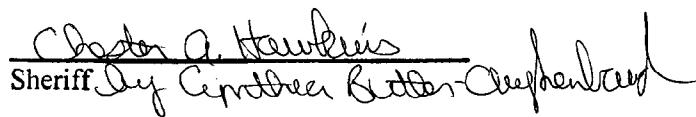
Writ Total

  
OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 2/24/09  
(SEAL)

140256

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

  
Sheriff by Cynthia Bitter-Chepherd

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. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

**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	15.00
SERVICE	
MILEAGE	20.90
LEVY	15.00
MILEAGE	20.90
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
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>
<b>COSTS:</b>	
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**

Foreclosure Manager

Representing Lenders in  
Pennsylvania and New Jersey

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 matter.

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

**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

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

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: 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.

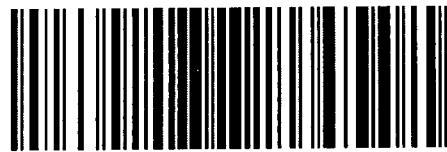
PHELAN HALLINAN & SCHMIEG, LLP

By: Lawrence T. Phelan

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  
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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  
Attorneys for Plaintiff

DATE: 10/8/09

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



7178 2417 6099 0037 9279

4 / JJN

**RESTRICTED DELIVERY**

**GARY E. DAHL**  
**P.O. BOX 226**  
**DUBOIS, PA 15801-0000**

--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:

*Greg Dahl*  
*Greg 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

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 *7/12/09 2:58 PM* NO CC  
OCT 15 2009 Attorney for Plaintiff  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

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

Plaintiff : CLEARFIELD COUNTY

Plaintiff : COURT OF COMMON PLEAS

v.

Plaintiff : CIVIL DIVISION

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

Plaintiff : 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:

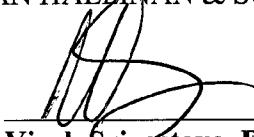
1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for  
**NOVEMBER 13, 2009.**
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants  
be served with a notification of Sheriff's Sale at least thirty (30) days prior to the  
scheduled sale 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



**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 statements 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 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.	:	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.

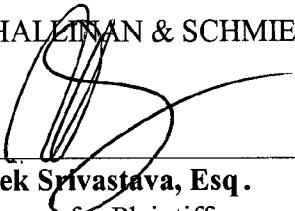
A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "B".

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

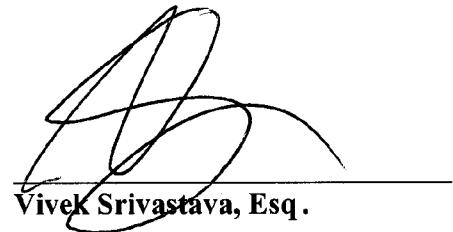
## VERIFICATION

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**

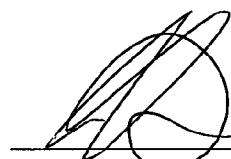
**Attorney for Plaintiff**

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

**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.,

\* NO. 06-1496-CD

vs

GARY E. DAHL  
JENNIFER L. DAHL a/k/a JENNIFER L. MCFALL  
Defendants

\*  
\*  
\*  
\*  
\*

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  
  
FREDRIC J. AMMERMAN  
President Judge

S FILED  
09/30/09  
OCT 21 2009

William A. Shaw  
Prothonotary/Clerk of Courts

4CC Atty Srivastava

**FILED**

**OCT 21 2009**

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

FILED NOCL.  
m 11:20 AM  
NOV 17 2009

S  
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	:	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	:	

**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

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

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *06-1496-CD*

CLEARFIELD COUNTY

**FILED**  
*10:50 AM*  
**SEP 14 2006**

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

*to certify the  
copy 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.

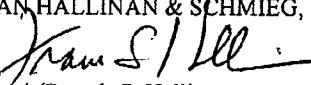
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth 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.

31de.

---

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 Interest (9/13/06 to 11/8/06)	\$57,945.94 <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

*William A. Shaw*  
PRO PROTHY

140256

*FILED*  
11/04/2007  
William A. Shaw  
Prothonotary/Clerk of Courts

# **Exhibit “C”**

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

JENNIFER L. DAHL : Bk. No. 07-70276 BM  
A/K/A JENNIFER L. BAHL. : Chapter No. 7  
A/K/A JENNIFER MCFALL : Document No. 50

Debtor : Hearing Date:  
: Hearing Time:  
: Objection Date:

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 :

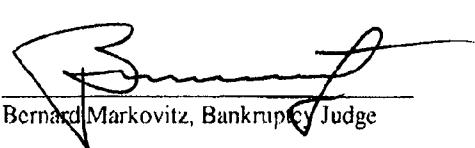
ORDER MODIFYING SECTION 362 AUTOMATIC STAY

*1-5-09*

AND NOW, this 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: 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

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 FARGO HOME MORTGAGE, INC. : Court of Common Pleas  
Plaintiff : Civil Division  
v. : CLEARFIELD County  
: No. 06-1496-CD  
GARY E. DAHL :  
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
 <b>TOTAL</b>	 <b>\$71,031.33</b>

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 1cc Atty

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  
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Sheetal R. Shah-Jani, Esq., Id. No. 81760  
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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  
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 : 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

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  
JENNIFER L. DAHL  
A/K/A JENNIFER L. MCFALL  
P.O. BOX 226  
DUBOIS, PA 15801

GARY E. DAHL  
112 KAROLESKI ROAD  
DU BOIS, PA 15801

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
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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

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 FARGO HOME MORTGAGE, INC. : Court of Common Pleas

Plaintiff : Civil Division

v. : CLEARFIELD County

GARY E. DAHL : No. 06-1496-CD

JENNIFER L. DAHL :

A/K/A JENNIFER L. MCFALL

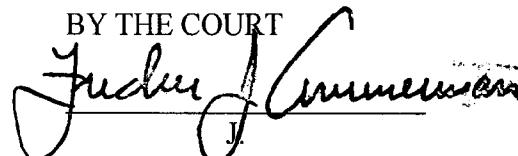
Defendants

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

BY THE COURT



140256

**FILED**

01/04/2010  
NOV 20 2009

2cc  
Amy Phelan

William A. Shaw  
Prothonotary/Clerk of Courts

(610)

**FILED**

NDV 20 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/12/09

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  
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

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 : **NO. 06-1496-CD**  
Defendant(s). :  
:

**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  
Jay B. Jones, Esquire  
Andrew L. Spivack, Esquire  
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

FILED  
NOV 24 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

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

## 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 L. Brown  
Prothonotary/  
Clerk of Courts

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE  
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT  
PURCHASED BY McLEAN PUBLISHING COMPANY,**

NOTICE OF SHERIFF'S SALE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 06-1496-CD

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  
MCFALL

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 Commonwealth of Pennsylvania

Improvements consist of residential property.

Sold as the property of GARY E. DAHL & JENNIFER 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 10:00 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.

PHELAN HALLINAN & SCHMIEG, LLP  
Attorney for Plaintiff

10/30/09

**DUBOIS PENNSYLVANIA**  
**87, Approved May 16, 1929, P.L. 1784**

SS:

Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a publishing Company at 500 Jeffers Street, City of DuBois, County and State 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

if October A.D., 2009

er duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Jeffersonian 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.

**McLEAN PUBLISHING COMPANY Publisher of  
COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

10th day of NOV., 2009

Robin M. Duttry

NOTARY PUBLIC

Statement of Advertising Cost  
**McLEAN PUBLISHING COMPANY**  
Publisher of

**COURIER-EXPRESS/TRI-COUNTY SUNDAY/  
JEFFERSONIAN DEMOCRAT**  
DuBois, PA

NOTARIAL SEAL  
ROBIN M. DUTTRY, NOTARY PUBLIC  
CITY OF DUBOIS, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES APRIL 16, 2010

**THIS IS  
NOT A  
BILL**

TO Full Spectrum Services Inc

For publishing the notice or advertisement  
attached hereto on the above stated dates..... \$129.15  
Probating same..... \$7.50  
Total..... \$136.65

**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

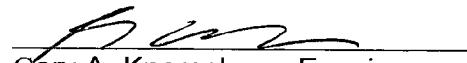
NOTICE OF SHERIFF'S SALE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 06-1496-CD

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.

DEPT 2130  
PA 15801  
OCT 27 2009

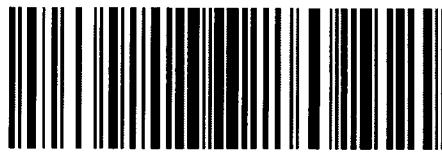
UNITED STATES POSTAGE  
PITNEY BOWES

**\$ 01.26<sup>0</sup>**  
02 1M  
0004277256 OCT 27 2009  
MAILED FROM ZIP CODE 19103

TEAM JVP

TEAM





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](#) | [Help](#)[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

[Track & Confirm](#)

Enter Label/Receipt Number.

### 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)

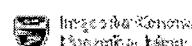
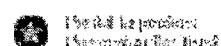
Verify who signed for your item by email.

[Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gal](#)

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No FEAR Act EEO Data

FOIA



**AFFIDAVIT OF SERVICE**

PLAINTIFF WELLS FARGO BANK, N.A., S/E/M TO CLEARFIELD County  
WELLS FARGO HOME MORTGAGE, INC. No. 06-1496-CD

<b>DEFENDANT(S)</b>	<b>GARY E. DAHL</b> <b>JENNIFER L. DAHL</b> <b>A/K/A JENNIFER L. MCFALL</b>	<b>Our File #:</b> 140256
		<b>Type of Action</b>
		- 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\*\*\*  
de known to JENNIFER DANT, Defendant, on the 2<sup>nd</sup> day of November,  
20, 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.

Description:      Age      Height      Weight      Room      Sex      Obj

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 3<sup>rd</sup> 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 NOT THREE (3) TIMES\*\*\*

ATTENTION SERVICE AGENT THREE (3) TIMES\*\*\*

— Moved — Unknown No Answer Vacant

\_\_\_\_\_ Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ vacant

1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_  
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**

**MON 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  
FARGO HOME MORTGAGE, INC.

Plaintiff,

v.

GARY E. DAHL  
JENNIFER L. DAHL A/K/A JENNIFER L. BAHL  
A/K/A JENNIFER L. MCFALL  
Defendant(s)

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

**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".

*Mull*

- 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

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.

PHS # 140256

FILED  
2/11/09  
DEC 09 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

Name and  
Address  
of Sender

COS  
PHELAN HALLINAN & SCHMIEG  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814



COS

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	VS	Re: GARY E. DAHL	140256 TEAM 3	
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.

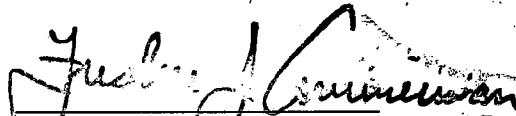
GARY E. DAHL  
JENNIFER L. DAHL, a/k/a JENIFER L. BAHL,  
a/k/a JENNIFER L. McFALL  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

**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 *2cc*  
014.00011 *Am. Hellner*  
DEC 23 2009 *1cc def.*  
S William A. Shaw *121 Wilson Ave.*  
Prothonotary/Clerk of Courts *Dubois, PA*  
15801  
(60)

**FILED**

**DEC 23 2009**

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

DATE: 12/23/09

You are responsible for serving all appropriate parties.

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

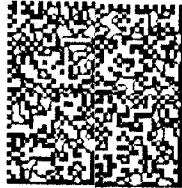
Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

016H16505405  
\$00.440  
12/24/2009  
Mailed From 16830  
US POSTAGE  
Hasler

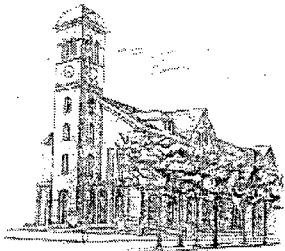


Gary E. Dahl  
Jennifer L. Dahl  
121 Wilson Ave  
Duluth, PA 18423

FORWARD TIME EXP 1 BOB1 DO 12/26/09  
DAHL PLEASANT VALLEY RD  
REYNOLDSVILLE PA 15851-6919

**FILED**

5 DEC 30 2009  
m/10:25/ (60)  
William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

<b>William A. Shaw</b> Prothonotary/Clerk of Courts	<b>Jacki Kendrick</b> Deputy Prothonotary/Clerk of Courts	<b>Bonnie Hudson</b> Administrative Assistant	<b>David S. Ammerman</b> Solicitor
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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

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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,

/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. Ammerman  
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

FILED

LEVY TAKEN 9/1/2009 @ 11:20 AM

FEB 22 2010

POSTED 9/1/2009 @ 11:20 AM

William A. Shaw  
Prothonotary/Clerk of Courts  
6/3:15/10 A/C  
60

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 UNABLE 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,

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

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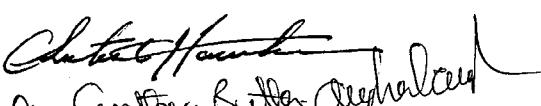
SHERIFF HAWKINS \$729.28

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2010

So Answers,

  
My Affidavit  
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

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_  
No. 06-1496-CD  
No. \_\_\_\_\_

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Amount Due	\$63,346.85
Interest from 04/14/2007 to Sale	\$172.00
Per diem \$10.41	\$
Add'l Costs	\$
Writ Total	\$

Will Shay  
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.

Chas A. Hawkins  
Sheriff Cynthia Butler-Augustine

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

W<sup>RE</sup>IT OF EXECUTION  
(Mortgage Foreclosure)

Costs	\$63,346.85
Real Debt	
Int. from 04/14/2007 To Date of Sale (\$10.41 per diem)	
Costs	
Prothy Pd.	<u>172.00</u>
Sheriff	

DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

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

5/20/2007  
A.D.  
A.W.B.W.

## **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 SERVICE	15.00
MILEAGE	15.00
LEVY	20.90
MILEAGE 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**

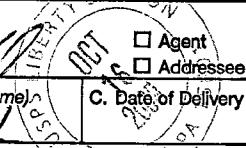
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GARY E. DAHL  
P. O. BOX 226  
DUBOIS, PA 15801

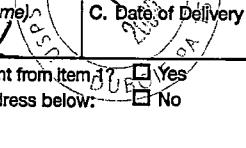
**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*GARY E. DAHL* 

 Agent Addressee

B. Received by (Printed Name)

*GARY E. DAHL* 

 C. Date of DeliveryD. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 7839

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)								
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>								
<b>OFFICIAL USE</b>								
7839 3590 0003 0000 3230 7008	\$0.61 \$2.80 \$2.30 \$0.00 \$5.71	0830 07 Postmark Here 10/13/2009						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sent To</td> <td style="width: 85%;">GARY E. DAHL P. O. BOX 226 DUBOIS, PA 15801</td> </tr> <tr> <td>Street, Apt. No., or PO Box No.</td> <td></td> </tr> <tr> <td>City, State, ZIP+4</td> <td></td> </tr> </table>			Sent To	GARY E. DAHL P. O. BOX 226 DUBOIS, PA 15801	Street, Apt. No., or PO Box No.		City, State, ZIP+4	
Sent To	GARY E. DAHL P. O. BOX 226 DUBOIS, PA 15801							
Street, Apt. No., or PO Box No.								
City, State, ZIP+4								
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**

Foreclosure Manager

Representing Lenders in  
Pennsylvania and New Jersey

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

Recd  
10-27-09

FILED  
FEB 22 1911  
William A Shaw  
Prothonotary Clerk of Courts