

06-1678-CD
Wachovia Bank vs James Keith et al

Wachovia Bank vs James Keith et al
2006-1678-CD

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

141888

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

Plaintiff

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1678-CD

CLEARFIELD COUNTY

FILED

M/11:10am

OCT 13 2006

pd \$85.00 Atty
acc shff
um

William A. Shaw
Prothonotary/Clerk of Courts

2-27-2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

File # 141888

Deputy Prothonotary

MAY 4, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

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.

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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

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

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

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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

3. On 09/25/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200416020. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 05/01/2006 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:

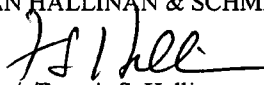
| | |
|---|---------------------|
| Principal Balance | \$51,253.72 |
| Interest | 2,238.76 |
| 04/01/2006 through 10/11/2006 (Per Diem \$11.54) | |
| Attorney's Fees | 1,250.00 |
| Cumulative Late Charges | 129.66 |
| 09/30/2004 to 10/11/2006 | |
| Cost of Suit and Title Search | <u>\$ 550.00</u> |
| Subtotal | \$ 55,422.14 |
| Escrow | |
| Credit | 0.00 |
| Deficit | 65.32 |
| Subtotal | <u>\$ 65.32</u> |
| TOTAL | \$ 55,487.46 |

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 \$ 55,487.46, together with interest from 10/11/2006 at the rate of \$11.54 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 that certain lot or parcel of land situate in the Village of Morann, Gulich Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at the Northerly corner of Dogwood Street and First Avenue, thence; extending along Dogwood Street N 35 degrees 12 minutes 36 seconds W, 200.50 feet, thence; extending through the land of which this is a part, W 60 degrees 30 minutes 00 seconds E, 100.00 feet and S 60 degrees 30 minutes 00 seconds W, 90.00 feet to this place of beginning.

BEING known as 77 Hickory Street.

Containing in area 0.218 acres of land, more or less

BEING the same premises granted and conveyed unto James Keith and Regina Keith, his wife from Michael J. Deao and Frances L. Deao, his wife, by deed dated June 30, 1992, recorded date June 30, 1992 at Clearfield County Record Book 1469 Page 565.

VERIFICATION

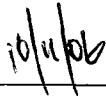
FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____



PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

215-563-7000

FAX: 215-563-5534

Email: complaints@fedphe.com

*Representing Lenders in
Pennsylvania and New Jersey*

October 11, 2006

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

Re: WACHOVIA BANK, N.A., AS TRUSTEE... vs. JAMES KEITH

ACTION IN MORTGAGE FORECLOSURE

Dear Sir/Madam:

Enclosed are an original and 2 copies of a Civil Action in Mortgage Foreclosure relative to the above captioned matter for filing with your office. A check for filing has been attached in the amount of \$85.00. The sheriff's office advised our office on 10/11/2006 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Terrence Smith at PH&S; please do not return the complaint to our office.

Please file the complaint and return your receipt to us in the enclosed stamped, self-addressed envelope, together with a time-stamped copy of the first page of the Complaint.

I would also appreciate your taking the additional copies of the Complaint, the check for service, and the enclosed service sheet(s) to the Office of the Sheriff for service on the defendant(s).

Thank you for your cooperation.

Very truly yours,


PHELAN HALLINAN & SCHMIEG, LLP
COMPLAINT DEPARTMENT

File #: 141888

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102040**

WACHOVIA BANK, N.A.

Case # 06-1678-CD

vs.

JAMES KEITH aka JAMES P. KEITH and REGINA KEITH aka REGINA M. KEITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 31, 2007 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO JAMES KEITH AKA JAMES P. KEITH, DEFENDANT. DO NOT SERVE PER ATTY.

SERVED BY: /

FILED
01/31/07
JAN 31 2007
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102040**

WACHOVIA BANK, N.A.

Case # 06-1678-CD

vs.

JAMES KEITH aka JAMES P. KEITH and REGINA KEITH aka REGINA M.
KEITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

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NOW January 31, 2007 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED"
AS TO REGINA KEITH AKA REGINA M. KEITH, DEFENDANT. DO NOT SERVE PER ATTY.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102040
NO: 06-1678-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.

vs.

DEFENDANT: JAMES KEITH aka JAMES P. KEITH and REGINA KEITH aka REGINA M. KEITH

SHERIFF RETURN

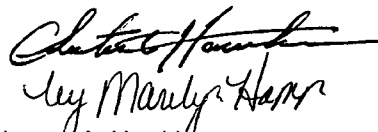
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | PHELAN | 542943 | 20.00 |
| SHERIFF HAWKINS | PHELAN | 542943 | 80.00 |

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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ATTORNEY FOR PLAINTIFF

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DATED AS OF NOVEMBER 1, 2004,
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1678-CD

CLEARFIELD COUNTY

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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

OCT 13 2006

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Attest.

William B. Hines
Prothonotary/
Clerk of Courts

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/s/Francis S. Hallinan

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Attorneys for Plaintiff

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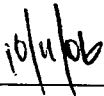
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FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____



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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

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

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

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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

3. On 09/25/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200416020. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 05/01/2006 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 | \$51,253.72 |
| Interest | 2,238.76 |
| 04/01/2006 through 10/11/2006 (Per Diem \$11.54) | |
| Attorney's Fees | 1,250.00 |
| Cumulative Late Charges | 129.66 |
| 09/30/2004 to 10/11/2006 | |
| Cost of Suit and Title Search | <u>\$ 550.00</u> |
| Subtotal | \$ 55,422.14 |
| Escrow | |
| Credit | 0.00 |
| Deficit | 65.32 |
| Subtotal | <u>\$ 65.32</u> |
| TOTAL | \$ 55,487.46 |

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 \$ 55,487.46, together with interest from 10/11/2006 at the rate of \$11.54 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 that certain lot or parcel of land situate in the Village of Morann, Gulich Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at the Northerly corner of Dogwood Street and First Avenue, thence; extending along Dogwood Street N 35 degrees 12 minutes 36 seconds W, 200.50 feet, thence; extending through the land of which this is a part, W 60 degrees 30 minutes 00 seconds E, 100.00 feet and S 60 degrees 30 minutes 00 seconds W, 90.00 feet to this place of beginning.

BEING known as 77 Hickory Street.

Containing in area 0.218 acres of land, more or less

BEING the same premises granted and conveyed unto James Keith and Regina Keith, his wife from Michael J. Deao and Frances L. Deao, his wife, by deed dated June 30, 1992, recorded date June 30, 1992 at Clearfield County Record Book 1469 Page 565.

VERIFICATION

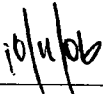
FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____



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

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, N.A., AS TRUSTEE.
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

vs.

JAMES KEITH A/K/A JAMES P. KEITH REGINA
KEITH A/K/A REGINA M. KEITH
Defendants

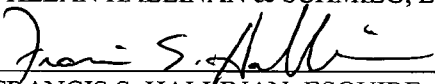
:
: No. 2006-1678-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: February 26, 2007

/jmr, Svc Dept.
File# 141888

FILED Atty pd. 7.00
10/11:26/07
FEB 27 2007 3 Complaints
William A. Shaw Reinstated to
Prothonotary/Clerk of Courts Sheriff
6K

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

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, N.A., AS TRUSTEE.
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

vs.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH

:
: No. 2006-1678-CD
:
:
:

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan

FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: May 2, 2007

/jmr, Svc Dept.
File# 141888

FILED

MAY 04 2007

m/11:30/4
William A. Shaw
Prothonotary/Clerk of Courts

1 copy to Atty

+

1 REINSTATED COMPLAINT
TO Atty

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Wachovia Bank, N.A., as Trustee
Pooling and Servicing Agreement
dated as of November 1, 2004,
Asset-Backed Pass-Through
Certificates, Series 2004-WWF1

vs.

James Keith a/k/a James P. Keith
Regina Keith a/k/a Regina M.
Keith

:

:

:

:

:

CIVIL DIVISION
NO. 2006-1678-CD

ORDER

AND NOW, this _____ day of _____ 2007, upon consideration of
Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby **ORDERED** and
DECREED that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the Complaint
and all future pleadings on the above captioned Defendants, James Keith a/k/a James P. Keith and
Regina Keith a/k/a Regina M. Keith, by:

1. Posting of the mortgaged premises, 77 Hickory Street, Morann, PA 16663.
2. First class mail to James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith at the mortgaged premises, 77 Hickory Street, Morann, PA 16663 and
3. Certified mail to James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith at the mortgaged premises 77 Hickory Street, Morann, PA 16663.

BY THE COURT:

J.

UA

FILED ^{no cc}
MAY 04 2007
68

William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Wachovia Bank, N.A., as Trustee :
Pooling and Servicing Agreement
dated as of November 1, 2004,
Asset-Backed Pass-Through
Certificates, Series 2004-WWF1

COURT OF COMMON PLEAS

:
:

CIVIL DIVISION

vs.

James Keith a/k/a James P. Keith :
Regina Keith a/k/a Regina M.
Keith

CLEARFIELD COUNTY

:

NO. 2006-1678-CD

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendants, James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the mortgaged premises, 77 Hickory Street, Morann, PA 16663, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on October 13, 2006. As indicated by the copy of said complaint attached hereto as Exhibit "A".

2. Said complaint was forwarded to the Office of the Sheriff on or about October 16, 2006 for service to be completed on the Defendants, James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith at the mortgaged premises, 77 Hickory Street, Morann, PA 16663. Due to the Defendant's forbearance plan this Action went on hold and the Plaintiff advised the Sheriff to return its paperwork and not to attempt service. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "B".

3. The Defendants broke their plan with so the Plaintiff moved forward with the foreclosure proceedings.


4. Plaintiff reinstated the complaint on February 27, 2007 and this was forwarded to the Sheriff's Office for service at the mortgaged premises, 77 Hickory Street, Morann, PA 16663. Plaintiff was advised by the Sheriff's Office that there was no service made at this address. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "C".

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

6. Plaintiff submits that it has made a good faith effort to locate the Defendants but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.



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

Date: May 2, 2007

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

141888

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

Plaintiff

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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
At 1-800-692-7272

PLEASE RETURN

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1678-CD

CLEARFIELD COUNTY

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

OCT 13 2006

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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
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141888

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Plaintiff

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
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JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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

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5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2006 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.

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TOTAL \$ 55,487.46

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 \$ 55,487.46, together with interest from 10/11/2006 at the rate of \$11.54 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

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Wachovia Bank, N.A., as
Trustee Pooling and Servicing
Agreement dated as of
November 1, 2004, Asset-
Backed Pass-Through
Certificates, Series 2004-WWF1

:

COURT OF COMMON PLEAS

:

:

CIVIL DIVISION

vs.

James Keith a/k/a James P.
Keith
Regina Keith a/k/a Regina M.
Keith

:

CLEARFIELD COUNTY

:

NO. 2006-1678-CD

AFFIDAVIT OF SERVICE

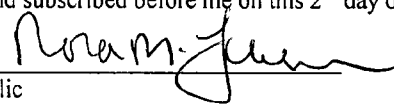
Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on March 16, 2007 and was advised that the Sheriff was unable to complete personal service on James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith at the mortgaged premises, 77 Hickory Street, Morann, PA 16663. On April 9, 2007, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door.

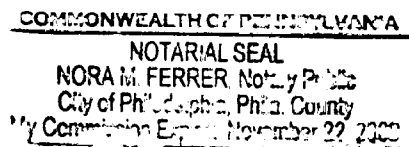
However, they did confirm that the Defendants, James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith, were not served at the mortgaged premises, 77 Hickory Street, Morann, PA 16663 because there was no answer after five attempts. Plaintiff also contacted the Sheriff's Office on April 19, 2007 and May 2, 2007, but the Return of Service still is not ready to come back to the Plaintiff's Counsel.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me on this 2nd day of May 2007


Notary Public



VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: May 2, 2007

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Wachovia Bank, N.A., as
Trustee Pooling and Servicing
Agreement dated as of
November 1, 2004, Asset-
Backed Pass-Through
Certificates, Series 2004-WWF1

:

COURT OF COMMON PLEAS

:

:

CIVIL DIVISION

vs.

James Keith a/k/a James P.
Keith
Regina Keith a/k/a Regina M.
Keith

:

CLEARFIELD COUNTY

:

NO. 2006-1678-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individuals as indicated below by first class mail, postage prepaid, on the date listed below.

James Keith a/k/a James P. Keith and Regina Keith a/k/a Regina M. Keith
77 Hickory Street
Morann, PA 16663

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

Respectfully submitted,
~~Phelan Hallinan & Schmieg, L.L.P.~~

By: 

~~Daniel G. Schmieg, Esquire~~
Attorney for Plaintiff

Date: May 2, 2007

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

File Number: 141888
Attorney Firm: Phelan, Hallinan & Schmieg, LLP
Subject: James Keith & Regina Keith

Property Address: 77 Hickory Street, Morann, PA 16663
Possible Mailing Address: (James Keith) P.O. Box 18, Morann, PA 16663
(Regina Keith) P.O. Box 18, Morann Station, PA 19066

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

James Keith - 186-52-4931

Regina Keith - 193-48-1149

B. EMPLOYMENT SEARCH

James Keith & Regina Keith - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that James Keith reside(s) at: 64 Hickory Street, Morann, PA 16663 & Regina Keith reside(s) at: Hickory Street, Morann, PA 16663.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that James Keith reside(s) at: P.O. Box 18, Morann, PA 16663, however had no listing for Regina Keith. On 04-19-07 our office made several telephone calls to the phone number (814) 378-7453 and received the following information: answering machine.

B. On 04-19-07 our office made several telephone calls to the phone number (814) 592-5960 and received the following information: answering machine.

III. INQUIRY OF NEIGHBORS

Using our white pages database our office was unable to locate any neighbors for 77 Hickory Street, Morann, PA 16663.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 04-19-07 we reviewed the National Address database and found the following information: James Keith - P.O. Box 18, Morann, PA 16663 & Regina Keith - P.O. Box 18, Merion Station, PA 19066.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (James Keith) P.O. Box 18, Morann, PA 16663 & (Regina Keith) P.O. Box 18, Morann Station, PA 19066.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on James Keith & Regina Keith.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 04-19-07 Vital Records and all public databases have no death record on file for James Keith & Regina Keith.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for James Keith & Regina Keith residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

James Keith - 12-1957

Regina Keith - 11-01-1957

B. A.K.A.

James P. Keith

Regina M. Keith

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

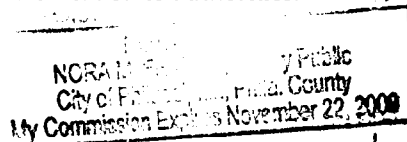
* Please be advised our database information indicates the subject resides at the current address.

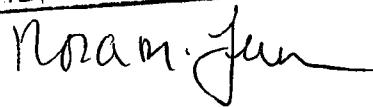
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

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



AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.





Sworn to and subscribed before me this 19th day of April, 2007.

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

IND

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102040**

WACHOVIA BANK, N.A.

Case # 06-1678-CD

vs.

JAMES KEITH aka JAMES P. KEITH and REGINA KEITH aka REGINA M.
KEITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 31, 2007 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED"
AS TO REGINA KEITH AKA REGINA M. KEITH, DEFENDANT. DO NOT SERVE PER ATTY.

SERVED BY: /

LEGAL DESCRIPTION

ALL that certain lot or parcel of land situate in the Village of Morann, Gulich Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at the Northerly corner of Dogwood Street and First Avenue, thence; extending along Dogwood Street N 35 degrees 12 minutes 36 seconds W, 200.50 feet, thence; extending through the land of which this is a part, W 60 degrees 30 minutes 00 seconds E, 100.00 feet and S 60 degrees 30 minutes 00 seconds W, 90.00 feet to this place of beginning.

BEING known as 77 Hickory Street.

Containing in area 0.218 acres of land, more or less

BEING the same premises granted and conveyed unto James Keith and Regina Keith, his wife from Michael J. Deao and Frances L. Deao, his wife, by deed dated June 30, 1992, recorded date June 30, 1992 at Clearfield County Record Book 1469 Page 565.

VERIFICATION

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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 10/11/06

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102493**

WACHOVIA BANK, N.A as Trustee Pooling and Servicing

Case # 06-1678-CD

vs.

JAMES KEITH a/k/a JAMES P. KEITH; REGINA KEITH a/k/a REGINA M.
KEITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW June 15, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES KEITH AKA JAMES P. KEITH, DEFENDANT. SEVERAL ATTEMPTS, WON'T ANSWER DOOR.

SERVED BY: /

FILED No CC.
0/3: 20 cm
JUN 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102493**

WACHOVIA BANK, N.A as Trustee Pooling and Servicing

Case # 06-1678-CD

vs.

JAMES KEITH a/k/a JAMES P. KEITH; REGINA KEITH a/k/a REGINA M.
KEITH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW June 15, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE "NOT FOUND" AS TO REGINA KEITH AKA REGINA M. KEITH, DEFENDANT.
SEVERAL ATTEMPTS, WON'T ANSWER DOOR.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102493
NO: 06-1678-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A as Trustee Pooling and Servicing

vs.

DEFENDANT: JAMES KEITH a/k/a JAMES P. KEITH; REGINA KEITH a/k/a REGINA M. KEITH

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | PHELAN | 577043 | 20.00 |
| SHERIFF HAWKINS | PHELAN | 577043 | 68.20 |

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


by 

Chester A. Hawkins
Sheriff

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

141888

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

Plaintiff

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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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

800-692-7323

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5988

2/27/07 Document
Reinstated/Released to Sheriff's Office
for service.
Prothonotary

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1678-CD

CLEARFIELD COUNTY

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

OCT 13 2006

Attest.

Prothonotary/
Clerk of Courts

ATTORNEY FILE COPY
PLEASE RETURN

It is hereby certified that
this is a true and
correct copy of the
original filed of record

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

141888

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

Plaintiff

CLEARFIELD COUNTY

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd 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

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

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

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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

3. On 09/25/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200416020. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 05/01/2006 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 | \$51,253.72 |
| Interest | 2,238.76 |
| 04/01/2006 through 10/11/2006 (Per Diem \$11.54) | |
| Attorney's Fees | 1,250.00 |
| Cumulative Late Charges | 129.66 |
| 09/30/2004 to 10/11/2006 | |
| Cost of Suit and Title Search | \$ 550.00 |
| Subtotal | \$ 55,422.14 |
| Escrow | |
| Credit | 0.00 |
| Deficit | 65.32 |
| Subtotal | \$ 65.32 |
| TOTAL | \$ 55,487.46 |

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 \$ 55,487.46, together with interest from 10/11/2006 at the rate of \$11.54 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 that certain lot or parcel of land situate in the Village of Morann, Gulich Township, Clearfield County, Pennsylvania bounded and described as follows:

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BEING known as 77 Hickory Street.

Containing in area 0.218 acres of land, more or less

BEING the same premises granted and conveyed unto James Keith and Regina Keith, his wife from Michael J. Deao and Frances L. Deao, his wife, by deed dated June 30, 1992, recorded date June 30, 1992 at Clearfield County Record Book 1469 Page 565.

VERIFICATION

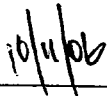
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FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____



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 141888

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

Plaintiff

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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100 South Street
PO Box 186

Harrisburg, PA 17108

At 800-692-7329
PLEASE RETURN

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

2127107 Document
Reinstated/Restored to Sheriff's Office
for service. *William L. Schaefer*
Prothonotary

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1678-CD

CLEARFIELD COUNTY

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

OCT 13 2006

Attest.

William L. Schaefer
Prothonotary/
Clerk of Courts

**ATTORNEY FILE COPY
PLEASE RETURN**

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

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

141888

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

Plaintiff

CLEARFIELD COUNTY

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
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Pennsylvania Bar Association
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800-692-7375

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Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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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

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

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

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

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

3. On 09/25/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200416020. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 05/01/2006 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.

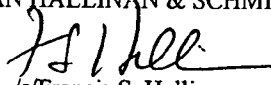
6. The following amounts are due on the mortgage:

| | |
|---|---------------------|
| Principal Balance | \$51,253.72 |
| Interest | 2,238.76 |
| 04/01/2006 through 10/11/2006 (Per Diem \$11.54) | |
| Attorney's Fees | 1,250.00 |
| Cumulative Late Charges | 129.66 |
| 09/30/2004 to 10/11/2006 | |
| Cost of Suit and Title Search | \$ 550.00 |
| Subtotal | \$ 55,422.14 |
| Escrow | |
| Credit | 0.00 |
| Deficit | 65.32 |
| Subtotal | \$ 65.32 |
| TOTAL | \$ 55,487.46 |

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 \$ 55,487.46, together with interest from 10/11/2006 at the rate of \$11.54 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 that certain lot or parcel of land situate in the Village of Morann, Gulich Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at the Northerly corner of Dogwood Street and First Avenue, thence; extending along Dogwood Street N 35 degrees 12 minutes 36 seconds W, 200.50 feet, thence; extending through the land of which this is a part, W 60 degrees 30 minutes 00 seconds E, 100.00 feet and S 60 degrees 30 minutes 00 seconds W, 90.00 feet to this place of beginning.

BEING known as 77 Hickory Street.

Containing in area 0.218 acres of land, more or less

BEING the same premises granted and conveyed unto James Keith and Regina Keith, his wife from Michael J. Deao and Frances L. Deao, his wife, by deed dated June 30, 1992, recorded date June 30, 1992 at Clearfield County Record Book 1469 Page 565.

VERIFICATION

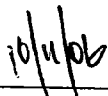
FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____



COPY

2127107 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William D. Shaw
Deputy Prothonotary

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 141888

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK, N.A., AS TRUSTEE
POOLING AND SERVICING AGREEMENT
DATED AS OF NOVEMBER 1, 2004,
ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-WWF1
3476 STATEVIEW BLVD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1678-CD

CLEARFIELD COUNTY

Plaintiff

v.

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

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

OCT 13 2006

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY FILE COPY
PLEASE RETURN**

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
800-692-7323

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

**It is hereby certified that
this is a true and
correct copy of the
original filed of record**

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
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141888

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

Plaintiff

CLEARFIELD COUNTY

v.

JAMES KEITH
A/K/A JAMES P. KEITH
REGINA KEITH
A/K/A REGINA M. KEITH
77 HICKORY STREET
MORANN, PA 16663

Defendants

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COMPLAINT IN MORTGAGE FORECLOSURE

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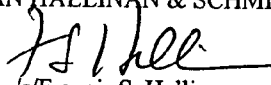
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PHELAN HALLINAN & SCHMIEG, LLP

By: 

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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 10/11/06

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

WACHOVIA BANK, N.A., as Trustee Pooling and
Servicing Agreement dated as of November 1, 2004,
Asset-Backed Pass-Through Certificates, Series
2004-WWF1,

vs.

JAMES KEITH a/k/a JAMES P. KEITH
REGINA KEITH a/k/a REGINA M. KEITH

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*
*

06-1678-CD

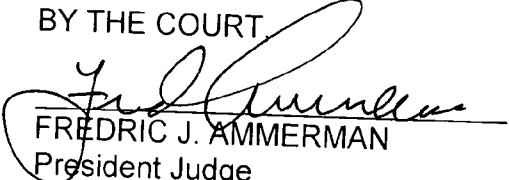
ORDER

NOW, this 7th day of May, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants **JAMES P. KEITH a/k/a**
JAMES P. KEITH and REGINA KEITH a/k/a REGINA M. KEITH by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 77 Hickory Street, Morann, PA 16663 and PO
Box 18, Morann, PA 16663;
3. By certified mail, return receipt requested to 77 Hickory Street,
Morann, PA 16663 and PO Box 18, Morann, PA 16663;
4. By posting the mortgaged premises known in this herein action as
77 Hickory Street, Morann, PA 16663.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED
06:47:34
MAY 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Amy Schmieg
C10