

06-1893-CD  
Wells Fargo al vs Gregory Hunter al

Wells Fargo Bank et al Gregory Hunter et al  
2006-1893-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

143987

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

Plaintiff

v.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

April 10, 2007 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

File #: 143987

January 8, 2007 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

**FILED**

**NOV 15 2006**

William A. Shaw  
Prothonotary/Clerk of Courts  
2 cent - to Sheriff

**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:

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

3. On 11/12/2003 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: 200320873.
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 08/01/2006 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.

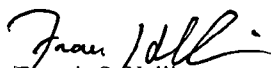
6. The following amounts are due on the mortgage:

Principal Balance	\$87,829.91
Interest	2,050.89
07/01/2006 through 11/14/2006 (Per Diem \$14.97)	
Attorney's Fees	1,325.00
Cumulative Late Charges	27.93
11/12/2003 to 11/14/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 91,783.73
Escrow	
Credit	0.00
Deficit	491.38
Subtotal	<u>\$ 491.38</u>
<b>TOTAL</b>	<b>\$ 92,275.11</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 \$ 92,275.11, together with interest from 11/14/2006 at the rate of \$14.97 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 tract of land, located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailer of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch.
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside the property.
4. Any garbage shall be attached to the house as a part of the house or breeze-way.
5. No shed type building or out-buildings shall be erected on the above premises, except a small metal utility building.

**PROPERTY BIENG: 39 SHADY LANE DRIVE**

**VERIFICATION**

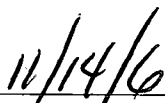
FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant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

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



FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

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



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Wells Fargo Bank, N.A., s/b/m to  
Wells Fargo Home Mortgage, Inc.

vs.

Gregory Paul Hunter  
Kimberly D.M. Hunter  
a/k/a Kimberly D. Hunter

CIVIL DIVISION  
NO. 2006-1893-CD

**ORDER**

**AND NOW**, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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, Gregory Paul Hunter and  
Kimberly D.M. Hunter a/k/a Kimberly D. Hunter, by:

1. First class mail to Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a  
Kimberly D. Hunter at the mortgaged premises, 39 Shady Lane Drive,  
Morrisdale, PA 16858; and
2. Certified mail to Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a  
Kimberly D. Hunter at the mortgaged premises 39 Shady Lane Drive,  
Morrisdale, PA 16858.

**BY THE COURT:**

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

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

6A  
**FILED** *no cc*  
*m/10.5781*  
JAN 08 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

Wells Fargo Bank, N.A., s/b/m to :  
Wells Fargo Home Mortgage, Inc. :

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Gregory Paul Hunter :  
Kimberly D.M. Hunter :  
a/k/a Kimberly D. Hunter :

CLEARFIELD COUNTY

NO. 2006-1893-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, Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a Kimberly D. Hunter by first class mail and certified mail to the mortgaged premises, 39 Shady Lane Drive, Morrisdale, PA 16858, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on June 7, 2005. 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 November 15, 2006 for service to be completed on the Defendants, Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a Kimberly D. Hunter at the mortgaged premises, 39 Shady Lane Drive, Morrisdale, PA 16858. 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 "B".

3. 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 "C".

4. Plaintiff has reviewed its internal records and has not been contacted by the Defendants as of January 5, 2007 to bring loan current.

5. 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 first class mail and certified mail.

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: January 5, 2007



NOV 15 2006

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  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 143987

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 2006-1893-CO

CLEARFIELD COUNTY

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

**ATTORNEY FILE COPY**  
**PLEASE RETURN**

File #: 143987

We hereby certify that  
within to be a true and  
correct copy of the  
original filed in court.

**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:

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

3. On 11/12/2003 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: 200320873.
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 08/01/2006 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	\$87,829.91
Interest	2,050.89
07/01/2006 through 11/14/2006 (Per Diem \$14.97)	
Attorney's Fees	1,325.00
Cumulative Late Charges	27.93
11/12/2003 to 11/14/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 91,783.73
Escrow	
Credit	0.00
Deficit	491.38
Subtotal	<u>\$ 491.38</u>
<b>TOTAL</b>	<b>\$ 92,275.11</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 \$ 92,275.11, together with interest from 11/14/2006 at the rate of \$14.97 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 tract of land, located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailer of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch.
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside the property.
4. Any garbage shall be attached to the house as a part of the house or breeze-way.
5. No shed type building or out-buildings shall be erected on the above premises, except a small metal utility building.

**PROPERTY BIENG: 39 SHADY LANE DRIVE**

**VERIFICATION**

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

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



FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 11/14/16



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

Wells Fargo Bank, N.A., s/b/m  
to Wells Fargo Home Mortgage,  
Inc.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

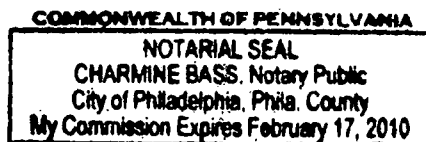
Gregory Paul Hunter  
Kimberly D.M. Hunter  
a/k/a Kimberly D. Hunter

CLEARFIELD COUNTY

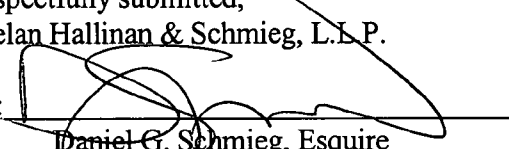
NO. 2006-1893-CD

**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 December 20, 2006 and was advised that the Sheriff was unable to complete personal service on Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a Kimberly D. Hunter at the mortgaged premises, 39 Shady Lane Drive, Morrisdale, PA 16858. On January 5, 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, Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a Kimberly D. Hunter, were not served at the mortgaged premises, 39 Shady Lane Drive, Morrisdale, PA 16858 because there was no answer after several attempts.



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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me on this 5<sup>th</sup> day of January 2007

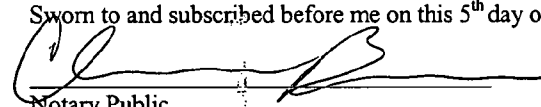
  
Notary Public

Exhibit C

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

File Number: 143987

Attorney Firm: Phelan, Hallinan & Schmieg, LLP

Subject: Gregory Hunter & Kimberly Hunter

Current Address: 39 Shady Lane Drive, Morrisdale, PA 16858

Property Address: 39 Shady Lane Drive, Morrisdale, PA 16858

Mailing Address: 39 Shady Lane Drive, Morrisdale, PA 16858

**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

Gregory Hunter - 181-62-5836

Kimberly Hunter - 171-60-0092

**B. EMPLOYMENT SEARCH**

Gregory Hunter & Kimberly Hunter - A review of the credit reporting agencies provided no employment information.

**C. INQUIRY OF CREDITORS**

Our inquiry of creditors indicated that Gregory Hunter & Kimberly Hunter reside(s) at: 39 Shady Lane Drive, Morrisdale, PA 16858.

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

Our office contacted directory assistance, which had no listing for Gregory Hunter & Kimberly Hunter.

- B.** On 12-21-06 our office made several telephone calls to (814) 345-5658 and received the following information: answering machine.

**III. INQUIRY OF NEIGHBORS**

On 12-21-06 our office attempted to contact Ronald W. Fetcho, at 44 Shady Lane Drive, Morrisdale, PA 16858, (814) 345-6582 and received the following information: spoke with an unidentified female who confirmed that the subjects reside(s) at 39 Shady Lane Drive, Morrisdale, PA 16858.

**IV. ADDRESS INQUIRY**

**A. NATIONAL ADDRESS UPDATE**

On 12-21-06 we reviewed the National Address database and found the following information: Gregory Hunter & Kimberly Hunter- 39 Shady Lane Drive, Morrisdale, PA 16858.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Gregory Hunter & Kimberly Hunter.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 12-21-06 Vital Records and all public databases have no death record on file for Gregory Hunter & Kimberly Hunter.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Gregory Hunter & Kimberly Hunter residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Gregory Hunter - 09-24-1965

Kimberly Hunter - 05-23-1966

B. A.K.A.

Gregory Paul Hunter and Kimberly D. Hunter

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

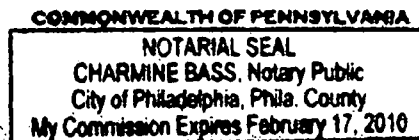
\* Please be advised our database information indicates the subject resides at the current address.

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

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

Brendan Booth

AFFIANT - Brendan Booth  
Full Spectrum Legal Services, Inc.



Sworn to and subscribed before me this 21<sup>st</sup> day of December 2006.

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

kls


Regina P. Gier

## 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: January 5, 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

Wells Fargo Bank, N.A., s/b/m  
to Wells Fargo Home Mortgage,  
Inc.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Gregory Paul Hunter  
Kimberly D.M. Hunter  
a/k/a Kimberly D. Hunter

CLEARFIELD COUNTY

NO. 2006-1893-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.

Gregory Paul Hunter and Kimberly D.M. Hunter a/k/a Kimberly D. Hunter:

39 Shady Lane Drive  
Morrisdale, PA 16858

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: January 5, 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

ATTORNEY FOR PLAINTIFF

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

Plaintiff

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD County

: No. 2006-1893-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*

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

Date: January 5, 2007

/jcs, Svc Dept.  
File# 143987

**FILED** Atty pdh 7.00  
JAN 08 2007 1 Compl.  
William A. Shaw Reinstated to  
Prothonotary/Clerk of Courts Atty

FILED

011:49/61  
JAN 10 2007

300

Atty Schmieg  
GR

CA

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.,  
Plaintiff

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER a/k/a  
KIMBERLY D. HUNTER  
Defendants

NO. 06-1893-CD

**ORDER**

NOW, this 9th day of January, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **Gregory Paul Hunter** and **Kimberly D.M. Hunter a/k/a Kimberly D. Hunter**, by :

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 39 Shady Lane Drive, Morrisdale, PA 16858;
3. By certified mail, return receipt requested, to 39 Shady Lane Drive, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as 39 Shady Lane Drive, Morrisdale, PA 16858.

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

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

Service # 1 of 2 Services

Sheriff Docket # **102150**

WELLS FARGO BANK, N.A.

Case # 06-1893-CD

vs.

GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER  
a/k/a KIMBERLY D. HUNTER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 27, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GREGORY PAUL HUNTER, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**FILED**  
071137BL  
FEB 27 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 # **102150**

WELLS FARGO BANK, N.A.

Case # 06-1893-CD

vs.

GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER  
a/k/a KIMBERLY D. HUNTER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 27, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KIMBERLY D.M. HUNTER AKA KIMBERLY D. HUNTER, DEFENDANT. ATTEMPTED NOT HOME.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102150  
NO: 06-1893-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER  
a/k/a KIMBERLY D. HUNTER

**SHERIFF RETURN**

---

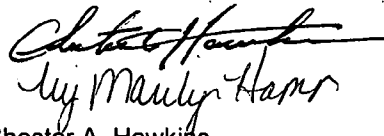
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	551523	20.00
SHERIFF HAWKINS	PHELAN	551523	53.71

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  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

143987

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

Plaintiff

v.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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. Meholic, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1893-CD

CLEARFIELD COUNTY

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

NOV 15 2006

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

We 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:

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

3. On 11/12/2003 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: 200320873.
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 08/01/2006 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	\$87,829.91
Interest	2,050.89
07/01/2006 through 11/14/2006 (Per Diem \$14.97)	
Attorney's Fees	1,325.00
Cumulative Late Charges	27.93
11/12/2003 to 11/14/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 91,783.73
Escrow	
Credit	0.00
Deficit	491.38
Subtotal	<u>\$ 491.38</u>

**TOTAL** \$ 92,275.11

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 \$ 92,275.11, together with interest from 11/14/2006 at the rate of \$14.97 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 tract of land, located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailer of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch.
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside the property.
4. Any garbage shall be attached to the house as a part of the house or breeze-way.
5. No shed type building or out-buildings shall be erected on the above premises, except a small metal utility building.

**PROPERTY BEING: 39 SHADY LANE DRIVE**

**VERIFICATION**

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

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



FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

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

11/14/16

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

143987

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

Plaintiff

v.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendants

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

Attest.

NOV 15 2006

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

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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

**We 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:

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

3. On 11/12/2003 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: 200320873.
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 08/01/2006 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.

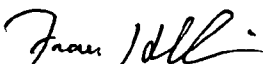
6. The following amounts are due on the mortgage:

Principal Balance	\$87,829.91
Interest	2,050.89
07/01/2006 through 11/14/2006 (Per Diem \$14.97)	
Attorney's Fees	1,325.00
Cumulative Late Charges	27.93
11/12/2003 to 11/14/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 91,783.73
Escrow	
Credit	0.00
Deficit	491.38
Subtotal	\$ 491.38
<b>TOTAL</b>	<b>\$ 92,275.11</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 \$ 92,275.11, together with interest from 11/14/2006 at the rate of \$14.97 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 tract of land, located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailer of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch.
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside the property.
4. Any garbage shall be attached to the house as a part of the house or breeze-way.
5. No shed type building or out-buildings shall be erected on the above premises, except a small metal utility building.

**PROPERTY BEING: 39 SHADY LANE DRIVE**

**VERIFICATION**

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

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



FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

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

11/14/16

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

ATTORNEY FOR PLAINTIFF

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

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER

Defendants

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

: No. 2006-1893-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  
FRANCIS S. HALLINAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
Attorneys for Plaintiff

Date: April 9, 2007

/jcs, Svc Dept.  
File# 143987

**FILED**

APR 10 2007

11:55/W

William A. Shaw  
Prothonotary/Clerk of Courts

1 CENA TO ATT

W/REINSTATE COMPLAINT

2 REINSTATE COMPLAINT  
TO SH

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

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.

Plaintiff

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

vs.

: CIVIL DIVISION

GREGORY PAUL HUNTER

KIMBERLY D.M. HUNTER

A/K/A KIMBERLY D. HUNTER

: CLEARFIELD COUNTY

Defendant(s)

: NO. 2006-1893-CD

**AFFIDAVIT OF SERVICE OF COMPLAINT  
BY MAIL PURSUANT TO COURT ORDER**

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons **GREGORY PAUL HUNTER** and **KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER** at **39 SHADY LANE DRIVE, MORRISDALE, PA 16858**, on **MAY 1, 2007**, in accordance with the Order of Court dated **JANUARY 9, 2007**.

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

Date: May 1, 2007

*Francis S. Hallinan*  
FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

**FILED** *no cc*  
*m 110:52/54*  
**MAY 02 2007** *LM*  
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  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

FILED <sup>NO CC</sup>  
MAY 04 2007  
S

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

: Court Of Common Pleas

: Civil Division

William A. Shaw  
Prothonotary/Clerk of Courts

vs.

: CLEARFIELD County

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER

: No. 2006-1893-CD

AFFIDAVIT OF SERVICE BY  
PUBLICATION IN ACCORDANCE WITH COURT ORDER

I hereby certify that service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated JANUARY 9, 2007 as indicated below:

By publication as provided by Pa. R.C.P. Rule 430(b)(1)  
in THE PROGRESS on APRIL 11, 2007 and CLEARFIELD COUNTY LEGAL JOURNAL on  
APRIL 20, 2007. Proofs of the said publications are attached hereto.

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

Francis S. Hallinan  
Francis S. Hallinan, Esquire

Date: May 3, 2007

Jason Seidman  
Service Dept.

NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
COURT OF  
COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 06-1893-CD

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

GREGORY P. HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER

NOTICE

TO GREGORY P. HUNTER and  
KIMBERLY D.M. HUNTER, A/K/A  
KIMBERLY D. HUNTER:

You are hereby notified that on  
NOVEMBER 15, 2006, Plaintiff,  
WELLS FARGO BANK, N.A.,  
S/B/M TO WELLS FARGO HOME  
MORTGAGE, INC., filed a Mort-  
gage Foreclosure Complaint en-  
dorsed with a Notice to Defend,  
against you in the Court of Common  
Pleas of CLEARFIELD County  
Pennsylvania, docketed to No.  
06-1893-CD. Wherein Plaintiff  
seeks to foreclose on the mortgage  
secured on your property located  
at 39 SHADY LANE DRIVE, MOR-  
RISDALE, PA 16858 whereupon  
your property would be sold by the  
Sheriff of CLEARFIELD County.

You are hereby notified to plead to  
the above referenced Complaint on  
or before 20 days from the date of  
this publication or a Judgment will  
be entered against you.

NOTICE

If you wish to defend, you must  
enter a written appearance person-  
ally or by attorney and file your de-  
fenses or objections in writing with  
the court. You are warned that if  
you fail to do so the case may pro-  
ceed without you and a judgment  
may be entered against you without  
further notice for the relief re-  
quested by the plaintiff. You may  
lose money or property or other  
rights important to you.

YOU SHOULD TAKE THIS NO-  
TICE 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 HIR-  
ING 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 LE-  
GAL 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, Ext. 5982

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

4:11-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 20th day of April 2, A.D. 2007,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of April 11, 2007

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

*Margaret E. Krebs*

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

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public

Clearfield Boro, Clearfield County

My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

My Commission Expires  
October 31, 2007

*Gary A. Knaresboro*

Gary A. Knaresboro, Esquire  
Editor

ed to before me the day and year aforesaid.

*may*

pires

ry Public  
nty, PA  
ril 7, 2011

Full Spectrum Legal Services Inc.  
400 Fellowship Rd Suite 220  
Mt. Laurel NJ 08054

**NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
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.  
Vs. GREGORY P. HUNTER, KIMBERLY D.  
M. HUNTER, A/K/A KIMBERLY D. HUNTER  
COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 06-1893-CD

**NOTICE**

TO GREGORY P. HUNTER and  
KIMBERLY D. M. HUNTER A/K/A  
KIMBERLY D. HUNTER:

You are hereby notified that on  
NOVEMBER 15, 2006, Plaintiff, WELLS  
FARGO BANK, N.A., S/B/M TO WELLS  
FARGO HOME MORTGAGE, INC., filed a  
Mortgage Foreclosure Complaint endorsed  
with a Notice to Defend, against you in the  
Court of Common Pleas of CLEARFIELD  
County Pennsylvania, docketed to No. 06-  
1893-CD. Wherein Plaintiff seeks to  
foreclose on the mortgage secured on your  
property located at 39 SHADY LANE  
DRIVE, MORRISDALE, PA 16858

whereupon your property would be sold by  
the Sheriff of CLEARFIELD County.

You are hereby notified to plead to the  
above referenced Complaint on or before 20  
days from the date of this publication or a  
Judgment will be entered against you.

**NOTICE**

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

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

IF YOU CANNOT AFFORD TO HIRE A  
LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION  
ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE PER-  
SONS 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 ASSO-  
CIATION, 100 SOUTH STREET, P.O. BOX  
186, HARRISBURG, PA 17108. 800-692-  
7375

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

One Penn Center at Suburban Station - 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.  
3476 STATEVIEW BLVD.  
FORT MILL, SC 29715

Plaintiff,

v.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

pd \$20.00 Att  
FILED  
m/12:05pm delts  
JUN 15 2007  
ICC & statement  
to Att

William A. Shaw  
Prothonotary/Clerk of Courts

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER and GREGORY PAUL HUNTER**, 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 the Complaint	\$ 92,275.11
Interest - 11/15/06 - 06/12/07	\$3,143.70
TOTAL	<u>\$ 95,418.81</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) 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: June 15, 2007

  
PRO PROTHY

143987

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 FARGO HOME MORTGAGE, INC.  
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

GREGORY P. HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
Defendants

: NO. 2006-1893-CD

FILE COPY

TO: GREGORY P. HUNTER  
39 SHADY LANE  
MORRISDALE, PA 16858

DATE OF NOTICE: MAY 22, 2007

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

#### IMPORTANT NOTICE

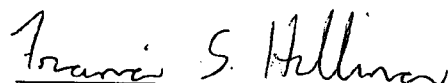
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

GREGORY P. HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
Defendants

: NO. 2006-1893-CD

FILE COPY

TO: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE  
MORRISDALE, PA 16858

DATE OF NOTICE: MAY 22, 2007

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

#### IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO 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*  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD PENNSYLVANIA

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

Plaintiff,

v.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

COPY

Notice is given that a Judgment in the above captioned matter has been entered against you  
on June 15, 2007.

BY Willie L. Schmiege DEPUTY

If you have any questions concerning this matter, please contact:

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

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

This firm is a debt collector attempting to collect a debt. Any information we obtain 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 enforcement of a lien against property.

**PHELAN HALLINAN & SCHMIEG**

**By: DANIEL G. SCHMIEG**

**Identification No. 62205**

**ATTORNEY FOR PLAINTIFF**

**Suite 1400**

**One Penn Center at Suburban Station**

**1617 John F. Kennedy Boulevard**

**Philadelphia, PA 19103-1814**

**(215) 563-7000**

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

**Plaintiff,**

**v.**

**KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 2006-1893-CD**

**VERIFICATION OF NON-MILITARY SERVICE**

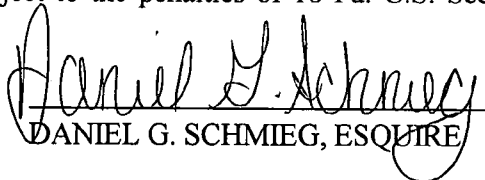
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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 **KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER** is over 18 years of age and resides at **39 SHADY LANE DRIVE, MORRISDALE, PA 16858**.

(c) that defendant **GREGORY PAUL HUNTER** is over 18 years of age, and resides at **39 SHADY LANE DRIVE, MORRISDALE, PA 16858**.

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

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

COPY

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

No.: 2006-01893-CD

Real Debt: \$95,418.81

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gregory Paul Hunter  
Kimberly D.M. Hunter  
Kimberly D. Hunter  
Defendant(s)

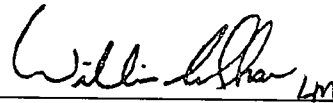
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 15, 2007

Expires: June 15, 2012

Certified from the record this June 15, 2007



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

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

vs.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER

GREGORY PAUL HUNTER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2006-1893-CD. Term 2005.....

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due

\$95,418.81

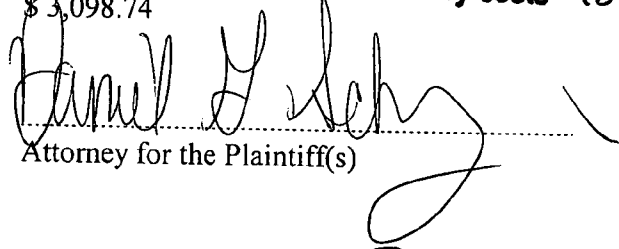
Interest from JUNE 12, 2007 to Sale  
Per diem \$15.69

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

Add'l Costs

\$3,098.74

Prothonotary costs \$139.00

  
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

143987

**FILED** 

JUN 15 2007

m/11:15/wa

William A. Shaw  
Prothonotary/Clerk of Courts

FCR to App

Issued 6 writ to SHFC

No. 2006-1893-CD..... Term 20 05 A.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.

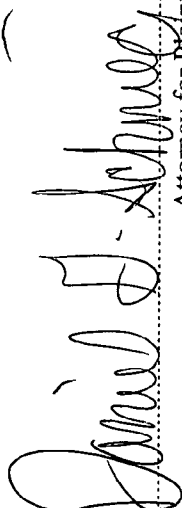
vs.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY PAUL HUNTER

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

  
.....  
Attorney for Plaintiff(s)

Address: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER  
PAUL HUNTER

39 SHADY LANE DRIVE 39 SHADY LANE DRIVE  
MORRISDALE, PA 16858 MORRISDALE, PA 16858

GREGORY

### DESCRIPTION

ALL that certain tract of land located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the Southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside of the property.

BEING the same premises conveyed unto Alan R. Larson and Judith S. Larson by deed dated December 7, 2001 and recorded at Clearfield County Instrument Number 200119653.

PARCEL IDENTIFICATION NO: Q09-000-00070

CONTROL #: 11602700

Premises: 39 Shady Lane Drive, Morrisdale, PA 16858  
Clearfield County  
Pennsylvania

TITLE TO SAID PREMISES IS VESTED IN Gregory P. Hunter and Kimberly D.M. Hunter, husband and wife, by Deed from Alan R. Larson and Judith S. Larson, husband and wife, dated 11/07/2003, recorded 11/13/2003, in Deed Mortgage Inst# 200320872.

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

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

vs.

KIMBERLY.D.M.HUNTER.A/K/A  
KIMBERLY.D.HUNTER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. .... Term 20  
No. 2006-1893-CD. Term 20 05  
No. .... Term 20

WRIT OF EXECUTION  
(Mortgage Foreclosure)

GREGORY.PAUL.HUNTER

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 property  
(specifically described property below):

PREMISES: 39 SHADY LANE DRIVE, MORRISDALE, PA 16858  
(See Legal Description attached)


Amount Due \$95,418.81

Interest from JUNE 12, 2007 to Sale \$-----  
per diem \$15.69

Total \$-----

Add'l Costs \$ 3,098.74

Prothonotary costs 139.00

  
(Clerk) Office of the Prothy Support, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated 6/15/07  
(SEAL)

143987

No. 2006-1893-CD..... Term 20.05 A.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.

vs.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY PAUL HUNTER

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Real Debt \$95,418.81

Int. from JUNE 12, 2007

To Date of Sale (\$15.69 per diem)

Costs

Prothy Pd.

Sheriff

*James D. Schumey*  
Attorney for Plaintiff(s)

Address: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER  
PAUL HUNTER

39 SHADY LANE DRIVE 39 SHADY LANE DRIVE  
MORRISDALE, PA 16858 MORRISDALE, PA 16858

GREGORY

### DESCRIPTION

ALL that certain tract of land located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the Southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside of the property.

BEING the same premises conveyed unto Alan R. Larson and Judith S. Larson by deed dated December 7, 2001 and recorded at Clearfield County Instrument Number 200119653.

PARCEL IDENTIFICATION NO: Q09-000-00070      CONTROL #: 11602700

Premises:      39 Shady Lane Drive, Morrisdale, PA 16858  
Clearfield County  
**Pennsylvania**

TITLE TO SAID PREMISES IS VESTED IN Gregory P. Hunter and Kimberly D.M. Hunter, husband and wife, by Deed from Alan R. Larson and Judith S. Larson, husband and wife, dated 11/07/2003, recorded 11/13/2003, in Deed Mortgage Inst# 200320872.

**PHILAN 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 BLVD.  
FORT MILL, SC 29715**

**Plaintiff,**

**v.**

**KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

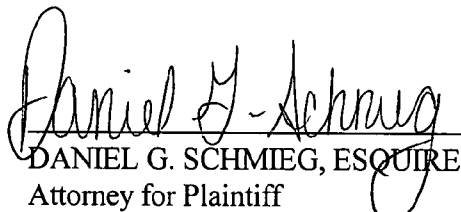
**NO. 2006-1893-CD**

**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. sec.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 BLVD.  
FORT MILL, SC 29715

Plaintiff,

v.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

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

**WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. ,**  
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the  
Praecipe for the Writ of Execution was filed, the following information concerning the real property located at  
**39 SHADY LANE DRIVE, MORRISDALE, PA 16858.**

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

NAME

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

KIMBERLY D.M.  
HUNTER A/K/A  
KIMBERLY D. HUNTER

39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

GREGORY PAUL  
HUNTER

39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

NAME

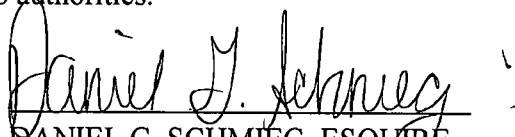
LAST KNOWN ADDRESS (If address cannot be  
reasonably ascertained, please so indicate.)

Same as Above

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

JUNE 12, 2007

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

SALE DATE: **SEPTEMBER 7, 2007**

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.**      No.: 2006-1893-CD

vs.

**KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
GREGORY P. HUNTER**

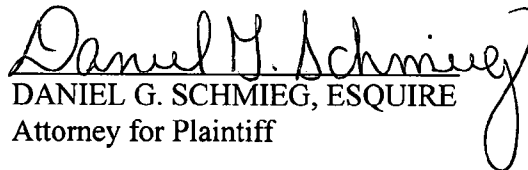
**FILED** <sup>icc</sup>  
AUG 03 2007 <sup>Sherriff</sup>  
William A. Shaw <sup>per Atty</sup>  
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1  
AND RETURN OF SERVICE PURSUANT TO  
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

**39 SHADY LANE DRIVE, MORRISDALE, PA 16858.**

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given 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 attached Affidavit No. 2 (previously filed) and Amended Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Date: August 1, 2007

CQS

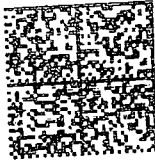
Name and  
Address  
of Sender

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

*Asley*

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT 39 SHADY LANE DRIVE MORRISDALE, PA 16858		
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		CLEARFIELD BANK AND TRUST COMPANY IRVIN DRIVE EXTENSION PHILADELPHIA, PA 16866		
5				
6				
7				
8				
9				
10				
11				
12		<b>Re: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER 143987</b>		
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.	

UNITED STATES POSTAGE  
 \$01.40  
 02 1M  
 0004218010  
 JUL 23 2007  
 MAILED FROM ZIP CODE 19103



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

DOCKET # 102669  
NO: 06-1893-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, N.A. s/b/m to WELLS FARGO HOME MORTGAGE INC  
vs.  
DEFENDANT: GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER ak/a KIMBERLY D. HUNTER

**SHERIFF RETURN**

---

NOW, April 20, 2007 AT 11:14 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE &  
ORDER AT 30 SHADY LANE DRIVE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. (GREGORY PAUL HUNTER)

SERVED BY: HUNTER / DEHAVEN

**FILED**  
02:40:34  
SEP 12 2007  
W  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 102669  
NO: 06-1893-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, N.A. s/b/m to WELLS FARGO HOME MORTGAGE INC

vs.

DEFENDANT: GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER ak/a KIMBERLY D. HUNTER

**SHERIFF RETURN**

---

NOW, April 20, 2007 AT 11:14 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 30 SHADY LANE DRIVE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA. (KIMBERLY D.M. HUNTER aka KIMBERLY D. HUNTER)  
SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102669  
NO: 06-1893-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, N.A. s/b/m to WELLS FARGO HOME MORTGAGE INC

vs.

DEFENDANT: GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER ak/a KIMBERLY D. HUNTER

SHERIFF RETURN

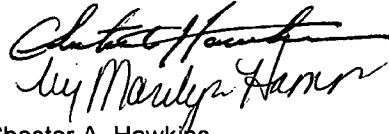
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	587626	20.00
SHERIFF HAWKINS	PHELAN	587626	27.61

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
Chester A. Hawkins  
Sheriff

**Attorney for Plaintiff**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**Plaintiff,**

**V.**

**CIVIL DIVISION**

**NO. 06-1893-CD**

**GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER**

**Defendant(s).**

FILED *no cc*  
OCT 19 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**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 **GREGORY PAUL HUNTER & KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER** on **JULY 23, 2007** at **39 SHADY LANE DRIVE, MORRISDALE, PA 16858** in accordance with the Order of Court dated **JANUARY 9, 2007**. The property was posted on **AUGUST 2, 2007**. Publication was advertised in **THE PROGRESS** on **AUGUST 10, 2007** & in **CLEARFIELD COUNTY LEGAL JOURNAL** on **AUGUST 10, 2007**.

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:

DANIEL G. SCHMIEG ESQUIRE

Dated: October 18, 2007

7160 3901 9845 0726 3810

TO:

GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

SENDER: TEAM4/AXA

REFERENCE: 0034555763  
PAIGE

PS Form 3800, January 2005

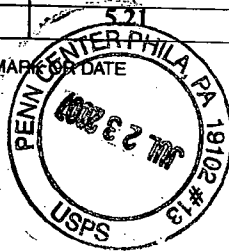
RETURN RECEIPT SERVICE	Postage	.41
	Certified Fee	2.65
	Return Receipt Fee	2.15
	Restricted Delivery	
	Total Postage & Fees	5.21

US Postal Service

### Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9845 0726 3827

TO:

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

SENDER: TEAM4/AXA

REFERENCE: 0034555763  
PAIGE

PS Form 3800, January 2005

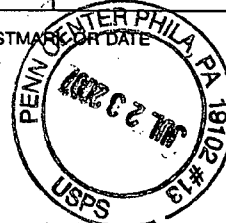
RETURN RECEIPT SERVICE	Postage	.41
	Certified Fee	2.65
	Return Receipt Fee	2.15
	Restricted Delivery	
	Total Postage & Fees	5.21

US Postal Service

### Receipt for Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



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

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER a/k/a  
KIMBERLY D. HUNTER  
Defendants

NO. 06-1893-CD

**ORDER**

NOW, this 9th day of January, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **Gregory Paul Hunter** and **Kimberly D.M. Hunter a/k/a Kimberly D. Hunter**, by :

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 39 Shady Lane Drive, Morrisdale, PA 16858;
3. By certified mail, return receipt requested, to 39 Shady Lane Drive, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as 39 Shady Lane Drive, Morrisdale, PA 16858.

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.

JAN 10 2007

Attest.

*William A. [Signature]*  
Prothonotary/  
Clerk of Courts

**CLEARFIELD County**  
**No. 2006-1893-CD**  
**Our File #: 143987**

**DEFENDANT(S)                KIMBERLY D.M. HUNTER A/K/A KIMBERLY  
D. HUNTER                   GREGORY PAUL HUNTER**

**Type of Action**  
- Notice of Sheriff's Sale

**Please serve upon: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER**

**Sale Date:** September 7, 2007 ✓

### POST PREMISES WITH NOTICE OF SALE, PER COURT ORDER

**SERVE AT: 39 SHADY LANE DRIVE  
MORRISDALE, PA 16858**

**SERVED**

Served and made known to KIMBERLY D.M. HUNTER, Defendant, on the 2<sup>nd</sup> day of AUGUST 2007, at 11:00 o'clock A.m., at 39 SHADY LANE DRIVE, MORRISDALE, PA 16858.

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.

X Other: POSTED BY FRONT ENTRANCE

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

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

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of August, 2007

Notary:

By: RM Ellis

**NOT SERVED**

**\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\***

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_m., Defendant **NOT FOUND** because:

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

1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 3rd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_.

Other:

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

Notary:

By:

Attorney for Plaintiff

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

*Marilyn A. Campbell*  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Marilyn A. Campbell, Notary Public  
City of Altoona, Blair County  
My Commission Expires Oct. 28, 2007

Member, Pennsylvania Association of Notaries

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**

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

**CLEARFIELD County  
No. 2006-1893-CD  
Our File #: 143987**

**DEFENDANT(S)  
D. HUNTER**

**KIMBERLY D.M. HUNTER A/K/A KIMBERLY  
GREGORY PAUL HUNTER**

**Type of Action  
- Notice of Sheriff's Sale**

**Please serve upon: GREGORY PAUL HUNTER  
POST PREMISES WITH NOTICE OF SALE, PER COURT ORDER  
SERVE AT: 39 SHADY LANE DRIVE  
MORRISDALE, PA 16858**

**Sale Date:** September 7, 2002.

**SERVED**

Served and made known to GREGORY PAUL HUNTER, Defendant, on the 2nd day of AUGUST, 2007, at 11:00, o'clock A.m., at 39 SHADY LANE DRIVE, MORRISDALE, PA 16858,

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.  
X Other: POSTED BY FRONT ENTRANCE

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

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

Sworn to and subscribed  
before me this 3rd day  
of August, 2007  
Notary: [Signature]

By: D.M. Ellis

Marilyn A. Campbell  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City of Altoona, Blair County  
My Commission Expires Oct. 28, 2007  
Member, Pennsylvania Association of Notaries

**NOT SERVED**

**\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\***

On the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_ o'clock \_\_\_\_m., Defendant **NOT FOUND** because:

\_\_\_\_ Moved \_\_\_\_ Unknown \_\_\_\_ No Answer \_\_\_\_ Vacant  
1st attempt Date: \_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_ Time: \_\_\_\_\_, 3rd attempt Date: \_\_\_\_ Time: \_\_\_\_\_  
Other: \_\_\_\_\_

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

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

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

**NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 06-1893-CD**

WELLS FARGO BANK, N.A., S/B/M TO  
WELLS FARGO HOME MORTGAGE, INC.  
vs. GREGORY PAUL HUNTER AND  
KIMBERLY D. M. HUNTER A/K/A  
KIMBERLY D. HUNTER

**NOTICE**

TO: GREGORY PAUL HUNTER and  
KIMBERLY D. M. HUNTER A/K/A  
KIMBERLY D. HUNTER

"NOTICE OF SHERIFF'S SALE OF  
REAL PROPERTY"

TAKE NOTICE that the real estate  
located at 39 SHADY LANE DRIVE,  
MORRISDALE, PA 16858 is scheduled to  
be sold at Sheriff's Sale on Friday,  
SEPTEMBER 7, 2007 at 10:00 A.M.,  
Dauphin County Administration Building, 4th  
Floor, Commissioners Hearing Room,  
Harrisburg, PA, to enforce the court  
judgment of \$95,418.81, obtained by  
WELLS FARGO BANK, N.A., S/B/M TO  
WELLS FARGO HOME MORTGAGE, INC.  
(the mortgagee).

ALL that certain tract of land located and  
situate in Graham Township, Clearfield  
County, Pennsylvania, bounded and  
described as follows:

BEGINNING at an iron pin at the  
common corner of Lots Nos. 17 and 18, said  
pin being on the Southerly right of way of  
Shady Lane Drive; thence South 6 degrees  
00 minutes West 125 feet to an iron pin at  
the common corner of Lots Nos. 18, 13 and  
14; thence North 74 degrees 20 minutes  
West 130 feet to an iron pin; thence North 6  
degrees 00 minutes East 125 feet to an iron  
pin; thence along Shady Lane Drive South  
74 degrees 20 minutes East 130 feet to point  
and place of beginning. Containing  
approximately 0.37 acres and being known  
as Lot No. 17 as shown on survey prepared  
for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be  
permitted on the above premises.
2. Surface water only shall be permitted  
to drain into an open ditch.
3. No dogs or other pets are permitted  
on the above premises, except small house  
dogs which must be on a leash when outside  
of the property.

BEING the same premises conveyed  
unto Alan R. Larson and Judith S. Larson by  
deed dated December 7, 2001 and recorded  
at Clearfield County Instrument Number  
200119653.

TITLE TO SAID PREMISES IS  
VESTED IN Gregory P. Hunter and Kimberly  
D. M. Hunter, husband and wife, by Deed  
from Alan R. Larson and Judith S. Larson,  
husband and wife, dated 11/07/2003,  
recorded 11/13/2003, in Deed Mortgage  
Inst# 200320872.

Being Premises 39 SHADY LANE  
DRIVE, MORRISDALE, PA 16858.

Improvements consist of residential  
property.

Sold as the property of GREGORY  
PAUL HUNTER & KIMBERLY D. M.

HUNTER A/K/A KIMBERLY D. HUNTER  
CONDITIONS OF SALE: THE  
HIGHEST AND BEST BIDDER SHALL BE  
THE BUYER.

TAKE NOTICE that a Schedule of  
Distribution will be filed by the Sheriff on  
OCTOBER 8, 2007, distribution will be made  
in accordance with the schedule unless  
exceptions are filed within ten days thereto.

Daniel G. Schmieg, Esquire, Suite 1400,  
One Penn Center, 1617 John F. Kennedy  
Boulevard, Philadelphia, PA 19103-1814,  
(215) 563-7000, Attorney for Plaintiff

#### SHERIFF'S SALE OF VALUABLE REAL ESTATE

BY VIRTUE OF: Writ of Execution  
issued out of the Court of Common Pleas of  
Clearfield County, Pennsylvania and to me  
directed, there will be exposed to public sale  
in the Sheriff's Office in the Courthouse in  
the Borough of Clearfield on Friday,  
September 7, 2007, 10:00 A.M.

THE FOLLOWING DESCRIBED  
PROPERTY TO WIT: (SEE ATTACHED  
DESCRIPTION) TERMS OF SALE

The price of sum at which the property  
shall be struck off must be paid at the time  
of sale or such other arrangements made as  
will be approved, otherwise the property will  
be immediately put up and sold again at the  
expense and risk of the person to whom it  
was struck off and who in case of deficiency  
of such resale shall make good for the same  
and in no instance will the deed be  
presented for confirmation unless the money  
is actually paid to the Sheriff.

TO all parties in interest and claimants:  
A schedule of distribution will be filed by the  
Sheriff in his office the first Monday following  
the date of the sale and distribution will be  
made in accordance with the schedule  
unless exceptions are filed within ten (10)  
days thereafter.

ALL that certain piece or parcel of land,  
situate, lying and being in Huston Township,  
Clearfield County, Pennsylvania, bounded  
and described as follows to wit:

BEGINNING at an iron pin set by this  
survey, said iron pin being North 75 degrees  
15 minutes East a distance of 272.68 feet  
from an existing iron pipe, said iron pin being  
the northeast corner of John and Delia  
Bundy and being the northwest corner of  
herein described parcel; thence North 75  
degrees 15 minutes East along the lands of  
Green Glen Corporation, a distance of  
641.24 feet to an iron pin set by this survey,  
said iron pin being South 75 degrees 15  
minutes West a distance of 1006.09 feet

buildings. Map #119-G03-000-00009.

UNDER AND SUBJECT to all  
exceptions and reservations contained in  
prior deeds and subject to all leases,  
agreements, and rights of way affecting said  
land.

BEING the same premises conveyed to  
Benedetto P. Palumbo and Donna Palumbo,  
husband and wife, by deed of Helen M  
Wilhelm, single, dated October 3, 1977 and  
record October 28, 1977 in Clearfield County  
Record Book 749, page 153.

TITLE TO SAID PREMISES IS  
VESTED IN Gary S. Carlson and Debra R.  
Carlson, husband and wife, by Deed from  
Benedetto P. Palumbo and Donna Palumbo,

HUNTER A/K/A KIMBERLY D. HUNTER  
CONDITIONS OF SALE: THE  
HIGHEST AND BEST BIDDER SHALL BE  
THE BUYER.

TAKE NOTICE that a Schedule of  
Distribution will be filed by the Sheriff on  
OCTOBER 8, 2007, distribution will be made  
in accordance with the schedule unless  
exceptions are filed within ten days thereto.

Daniel G. Schmieg, Esquire, Suite 1400,  
One Penn Center, 1617 John F. Kennedy  
Boulevard, Philadelphia, PA 19103-1814,  
(215) 563-7000, Attorney for Plaintiff

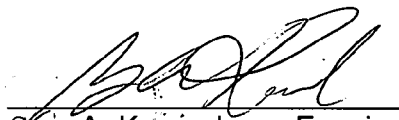
## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

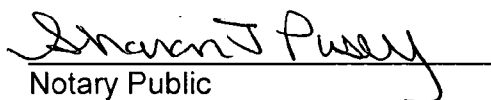
:

COUNTY OF CLEARFIELD :

On this 10th day of August AD 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of August 10, 2007, Vol. 19, No. 32. 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

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Houtzdale, Clearfield County, PA  
My Commission Expires, April 7, 2011

Full Spectrum Legal Services  
400 Fellowship Rd Suite 220  
Mt Laurel NJ 08054

Motorists who travel al  
familiar site as crews work c

## lice file lo

an was  
in inci-  
t on  
away.

ed in a  
ig. 2 at

id man  
state  
ck the

ebecca  
ile she  
to turn  
id.

an was  
alcohol  
n to  
emical  
nd her  
er of  
; seat  
odland

n Hale  
orough  
n. and

red the  
is bowl  
e with  
o call

iminal  
m., an  
rove a  
roperty  
dsceola  
shland  
n after

Officers recei  
call on North Fou

Traffic movin  
reported in the I  
Officers plan to  
patrols.

The investiga  
into a vehicle fir  
store.

**Lawrence Towns**

During an ac  
Cabin Road a ve  
an embankment.

Police were ab  
owner of two dog

Four people w  
to Clearfield Hos  
lance for treatm  
suffered in a tv  
dent at the inte  
2023 and SR 2024  
took place when  
to stop at a stop

An intoxica  
Snappy's was pe  
cers to leave  
friends.

Officers are  
three-vehicle acc  
pened on SR 879.

Officers assist  
Borough police  
progress at a

Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch.
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside of the property.

BEING the same premises conveyed unto Alan R. Larson and Judith S. Larson by deed dated December 7, 2001 and recorded at Clearfield County Instrument Number 200119653.

TITLE TO SAID PREMISES IS VESTED IN Gregory P. Hunter and Kimberly D.M. Hunter, husband and wife, by Deed from Alan R. Larson and Judith S. Larson, husband and wife, dated 11/07/2003, recorded 11/13/2003, in Deed Mortgage Instr# 200320872

Being Premises 39 SHADY LANE DRIVE, MORRISDALE, PA 16858

Improvements consist of residential property.

Sold as the property of GREGORY PAUL HUNTER & KIMBERLY D.M. HUNTER, A/K/A KIMBERLY D. HUNTER.

CONDITIONS OF SALE:

THE HIGHEST AND BEST BIDDER SHALL BE THE BUYER.

TAKE NOTICE that a Schedule of Distribution will be filed by the Sheriff on OCTOBER 8, 2007, distribution will be made in accordance with the schedule unless exceptions are filed within ten days thereto.

Daniel G. Schmieg, Esquire

Suite 1400,

One Penn Center

1671 John F. Kennedy

Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

8:10-1d-b

NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT

OF COMMONPLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW

NO. 06-1893-CD  
WELLS FARGO BANK,  
N.A., S/B/M TO  
WELLS FARGO  
HOME MORTGAGE, INC.

vs.  
GREGORY PAUL HUNTER  
KIMBERLY D. M. HUNTER,  
A/K/A KIMBERLY D. HUNTER  
NOTICE

TO: GREGORY PAUL HUNTER  
KIMBERLY D. M. HUNTER,  
A/K/A KIMBERLY D. HUNTER  
"NOTICE OF SHERIFF'S  
SALE OF  
REAL PROPERTY"

TAKE NOTICE that the real estate located at 39 SHADY LANE DRIVE, MORRISDALE, PA 16858 is scheduled to be sold at Sheriff's Sale on Friday, SEPTEMBER 7, 2007 at 10:00 A.M., Dauphin County Administration Building, 4th Floor, Commissioners Hearing Room, Harrisburg, PA, to enforce the court judgment of \$95,418.81, obtained by WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. (the mortgagee).

ALL that certain tract of land located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the South-easterly right-of-way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 20th day of August, A.D. 2007

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

the regular issues of August 10, 2007.  
And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

*Margaret E. Krebs*  
Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robinson*  
Notary Public  
Clearfield, Pa.  
My Commission Expires  
October 31, 2007

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

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW  
By: JOHN R. LHOTA, ESQUIRE  
110 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
IDENTIFICATION NO. 22492  
(814) 765-9611

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

vs.

GREGORY P. HUNTER  
KIMBERLY D. HUNTER

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

No.: 2006-1893-CD

FILED 3CC  
9/2:40cm  
DEC 06 2007  
AM

William A. Shaw  
Prothonotary/Clerk of Courts

**MOTION FOR POSTPONEMENT OF SHERIFF'S SALE**

Plaintiff, by its counsel, JOHN R. LHOTA, P.C., ATTORNEY AT LAW, petitions this Honorable Court for a postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled December 7, 2007.
2. A postponement of the Sheriff's sale will enable Plaintiff sufficient time to evaluate the account for a possible short pay off.

**WHEREFORE**, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to February 1, 2008.

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW



JOHN R. LHOTA, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

John R. Lhota, Esquire, hereby states that he is the attorney for the plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** 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:

12/6/07



JOHN R. LHOTA, ESQUIRE  
ATTORNEY FOR PLAINTIFF

William A. Shaw  
Prothonotary/Clerk of Courts

DEC 06 2007

FILED

Lap over margin

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW  
110 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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,

v.

GREGORY P. HUNTER  
KIMBERLY D. HUNTER.  
Defendants.

No. 06-1893-CD

**FILED**  
9/2:40  
DEC 06 2007

2CC  
AH.

(im)

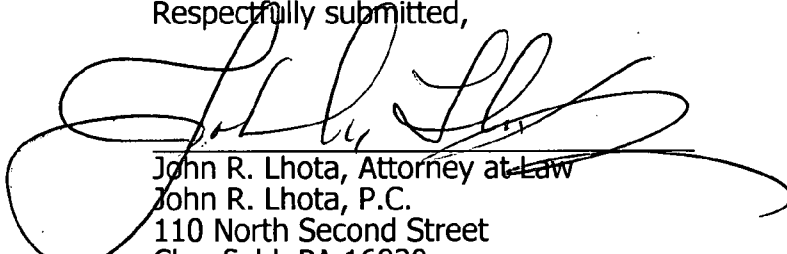
**ENTRY OF APPEARANCE**

William A. Shaw  
Prothonotary/Clerk of Courts

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of Wells Fargo Bank, N.A., S/B/M to Wells Fargo Home Mortgage, Inc., plaintiff in the above-captioned matter.

Respectfully submitted,



John R. Lhota, Attorney at Law  
John R. Lhota, P.C.  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611  
Pa. I. D. No. 22492

Dated: December 6, 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DEC 06 2007

FILED

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW  
110 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW  
By: JOHN R. LHOTA, ESQUIRE  
110 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
IDENTIFICATION NO. 22492  
(814) 765-9611

FILED  
01/2:40pm  
DEC 06 2007  
2CC  
AM

William A. Shaw  
Prothonotary/Clerk of Courts

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

GREGORY P. HUNTER  
KIMBERLY D. HUNTER

CLEARFIELD COUNTY

No.: 2006-1893-CD

CERTIFICATION OF SERVICE

I, JOHN R. LHOTA, ESQUIRE hereby certify that a copy of the Motion for  
Postponement of Sheriff's Sale has been sent to the individuals indicated below on

12/6/07

GREGORY P. HUNTER  
KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW

JOHN R. LHOTA, ESQUIRE  
ATTORNEY FOR PLAINTIFF

William A. Shaw  
Prothonotary/Clerk of Courts

DEC 06 2007

FILED

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW  
110 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

GREGORY P. HUNTER  
KIMBERLY D. HUNTER

CLEARFIELD COUNTY

No.: 2006-1893-CD

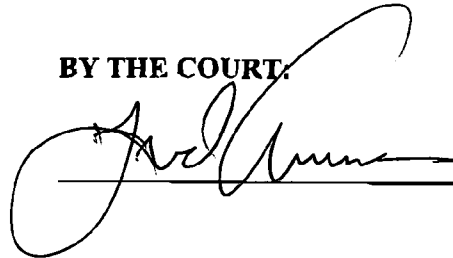
**ORDER**

AND NOW, this 6<sup>th</sup> day of December, 2007, after consideration of  
Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby

**ORDERED** that the said sale is extended to the regularly scheduled Clearfield County  
Sheriff's Sale dated February 1, 2008.

No further advertising or additional notice to lienholder or defendants is required.

BY THE COURT:

  
J.

CC: John R. Lhota, Esquire

**FILED**

DEC 06 2007

013:00/W  
William A. Shaw

Prothonotary/Clerk of Courts

2 sent to Att

1 sent to Sheriff

(GK)

FILED

DEC 06 2007

WILLIAM A. STINE  
PROTHONOTARY PUBLIC OF PENNSYLVANIA

DATE: 12-6-07

☒ 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: Return to

Sign

SH

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, \*

vs. \*

GREGORY P. HUNTER \*  
KIMBERLY D. HUNTER \*  
Defendants. \*

NO. 06-1893-CD

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed on Behalf of: Plaintiff

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

Counsel of Record for this party:

John R. Lhota, Attorney at Law  
JOHN R. LHOTA, P.C.  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611  
Pa. I.D. No. 22492

FILED  
DEC 13 2007

2cc  
Att Lhota

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. \*  
Plaintiff, \*

vs.

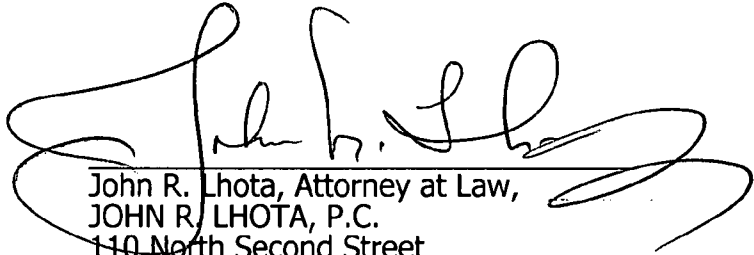
\* NO. 06-1893-CD  
\*  
\*

GREGORY P. HUNTER \*  
KIMBERLY D. HUNTER \*  
Defendants. \*

CERTIFICATE OF SERVICE

I hereby certify that I served a certified copy of an Order of Court dated December 6, 2007, which was issued and filed in the above captioned matter upon Gregory P. Hunter and Kimberly D. Hunter, defendants in the above captioned matter, by United States first class mail, postage prepaid, at the address set forth below on December 6, 2007.

Gregory P. Hunter  
Kimberly D. Hunter  
39 Shady Lane Drive  
Morrisdale, PA 16858



John R. Lhota, Attorney at Law,  
JOHN R. LHOTA, P.C.  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611  
Pa. I.D. No. 22492

Dated: December 13, 2007

C:\clients\MISC\HUNTERGREGORY.COS.wpd

**FILED**

**DEC 13 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

JOHN R. LHOTA, P.C.  
ATTORNEY AT LAW  
110 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20605  
NO: 06-1893-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.  
vs.  
DEFENDANT: KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER AND GREGORY PAUL HUNTER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/15/2007

LEVY TAKEN 7/12/2007 @ 11:32 AM

POSTED 7/12/2007 @ 10:08 AM

SALE HELD 2/1/2008

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

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/26/2008

DATE DEED FILED NOT SOLD

PROPERTY ADDRESS 39 SHADY LANE DRIVE MORRISDALE , PA 16858

**FILED**  
01/23/08  
FEB 26 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES


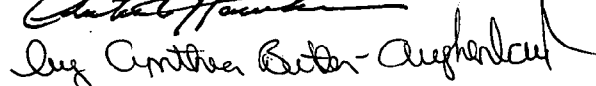
SHERIFF HAWKINS \$276.74

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

  
  
Chester A. Hawkins  
Sheriff

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

vs

KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER AND GREGORY PAUL HUNTER

---

1 7/17/2007 @ SERVED KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER

SERVED KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER, DEFENDANT, BY CERT & REG MAIL PER COURT ORDER TO 39 SHADY LAND DRIVE, MORRISDALE, PENNSYLVANIA, CERT #70060810000145072445. CERT RETURNED A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

---

2 8/10/2007 @ SERVED GREGORY PAUL HUNTER

SERVED GREGORY PAUL HUNTER BY REG & CERT MAIL PER COURT ORDER TO 39 SHADY LANE DRIVE, MORRISDALE, PA 16858, CERT #70060810000145072452. CERT MAIL RETURNED UNCLAIMED AUGUST 10, 2007 A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

@ SERVED

NOW, SEPTEMBER 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR AND RELIST THE SALE FOR OCTOBER 5, 2007.

---

@ SERVED

NOW, OCTOBER 5, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR OCTOBER 5, 2007 AND RELIST THE SALE FOR DECEMBER 7, 2007.

---

@ SERVED

NOW, DECEMBER 6, 2007 RECEIVED A COURT ORDER TO EXTEND THE REGULARLY SCHEDULED SHERIFF SALE OF DECEMBER 7, 2007 TO FEBRUARY 1, 2008.

---

@ SERVED

NOW, FEBRUARY 13, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO MARK THE TERMS OF THE SHERIFF SALE FOR FEBRUARY 1, 2008 NOT COMPLIED WITH; BECAUSE PLAINTIFF IS WORKING OUT AN

---

@ SERVED

NOW, FEBRUARY 25, 2008 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY RECINDING PREVIOUS INSTRUCTIONS FOR A DEED. THEY DO NOT WANT A DEED RECORDED.

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

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

vs.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER

GREGORY PAUL HUNTER

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 property  
(specifically described property below):

PREMISES: 39 SHADY LANE DRIVE, MORRISDALE, PA 16858  
(See Legal Description attached)

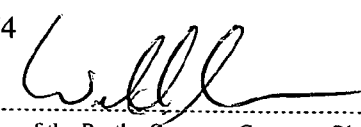
Amount Due \$95,418.81

Interest from JUNE 12, 2007 to Sale \$-----  
per diem \$15.69

Total \$-----

Add'l Costs \$ 3,098.74

Prothonotary costs 139.00

  
(Clerk) Office of the Prothy Support, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated 6/15/07  
(SEAL)

143987

Received this writ this 15<sup>th</sup> day  
of JUNE A.D. 2007  
At 3:12 A.M./P.M.

Charles A. Henderson  
Sheriff By Cynthia Butler-Arphend

No. 2006-1893-CD..... Term 20 05 A.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.

vs.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY PAUL HUNTER

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Real Debt                      \$95,418.81

Int. from JUNE 12, 2007

To Date of Sale (\$15.69 per diem)

Costs

Prothy Pd.

Sheriff

*Paul D. Schumacher*  
Attorney for Plaintiffs

Address: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER  
PAUL HUNTER

GREGORY

39 SHADY LANE DRIVE    39 SHADY LANE DRIVE  
MORRISDALE, PA 16858   MORRISDALE, PA 16858

Received this writ this  
of A.D.  
M.A.M.

### DESCRIPTION

ALL that certain tract of land located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the Southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside of the property.

BEING the same premises conveyed unto Alan R. Larson and Judith S. Larson by deed dated December 7, 2001 and recorded at Clearfield County Instrument Number 200119653.

PARCEL IDENTIFICATION NO: Q09-000-00070      CONTROL #: 11602700

Premises:      39 Shady Lane Drive, Morrisdale, PA 16858  
                 Clearfield County  
                 Pennsylvania

TITLE TO SAID PREMISES IS VESTED IN Gregory P. Hunter and Kimberly D.M. Hunter, husband and wife, by Deed from Alan R. Larson and Judith S. Larson, husband and wife, dated 11/07/2003, recorded 11/13/2003, in Deed Mortgage Inst# 200320872.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER

NO. 06-1893-CD

NOW, February 26, 2008, 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 February 01, 2008, I exposed the within described real estate of Kimberly D. M. Hunter A/K/A Kimberly D. Hunter And Gregory Paul Hunter to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.61
LEVY	15.00
MILEAGE	12.61
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	25.52
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE DEED	15.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	60.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$276.74</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	95,418.81
INTEREST @ 15.6900 %	3,671.46
FROM 06/12/2007 TO 02/01/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	3,098.74
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>\$102,229.01</b>

**COSTS:**

ADVERTISING	422.26
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	400.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	276.74
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	160.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,578.00</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

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

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER a/k/a  
KIMBERLY D. HUNTER  
Defendants

NO. 06-1893-CD

**ORDER**

NOW, this 9th day of January, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **Gregory Paul Hunter** and **Kimberly D.M. Hunter a/k/a Kimberly D. Hunter**, by :

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 39 Shady Lane Drive, Morrisdale, PA 16858;
3. By certified mail, return receipt requested, to 39 Shady Lane Drive, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as 39 Shady Lane Drive, Morrisdale, PA 16858.

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.

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

JAN 10 2007

Attest.

*William A. Chen*  
Prothonotary/  
Clerk of Courts

BY THE COURT,

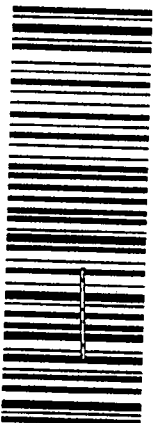
/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN  
President Judge

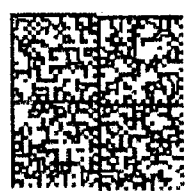


**CHESTER A. HAWKINS**  
**SHERIFF**  
 COURTHOUSE  
 1 NORTH SECOND STREET - SUITE 116  
 CLEARFIELD, PENNSYLVANIA 16830

**CERTIFIED MAIL™**



7006 0810 0001 4507 2452



Hasler

016H16505405  
**\$05.38**  
 07/17/2007  
 Mailed From: 16830  
 US POSTAGE

GREGORY PAUL HUNTER  
 39 SHADY LANE DRIVE  
 MORRISDALE, PA 16858

UNC  
 7-18  
 1st NOTICE 7-28  
 2nd NOTICE 8-3  
 RETURNED

NIXIE 165 SE 1 25 08/07/07  
 RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD  
 EC: 16830247201 \*0596-09499-07-26  
 16830@2472

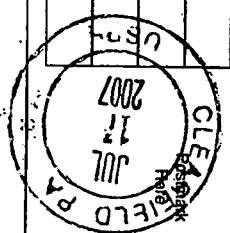
7006 0810 0001 4507 2452

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage	\$	5.38
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$5.38

Sent To: GREGORY PAUL HUNTER  
 Street, Apt. No.: 39 SHADY LANE DRIVE  
 or PO Box No.: MORRISDALE, PA 16858  
 City, State, ZIP+4: MORRISDALE, PA 16858

PS Form 3800, June 2002 See Reverse for Instructions



**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:

*Accidently  
Signed for  
by the sender  
Security.*

2. Article Number

PS Form 3849, February 2001

Domestic Return Receipt

7006 0810 0001 4507 2452

102585-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Date of Delivery

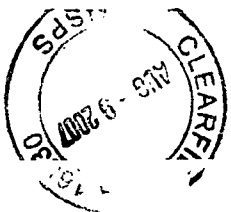
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



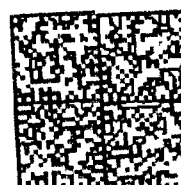


CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL™



7006 0810 0001 4507 2445



Hasler

016H16505405  
\$05.380  
07/17/2007  
Mailed From 16830  
US POSTAGE

KIMBERLY D. M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

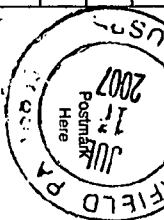
18 NOTICE  
2nd NOTICE  
RETURNED  
7-28  
8-3

UNCLAIMED

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL REGISTER

Postage	\$ 1.58
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To  
Street Apt No.:  
or PO Box No.  
City, State, ZIP+4

KIMBERLY D. M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 2445

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**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:

KIMBERLY D. M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

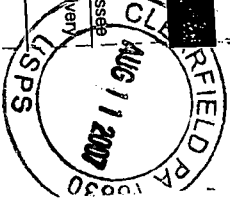
(Transfer from service label)

7006 0810 0001 4507 2445

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-14-1540



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

Christine Schoffler  
Judgment Department, Ext. 1286

Representing Lenders in  
Pennsylvania and New Jersey

September 6, 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. KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER AND GREGORY P. HUNTER  
No. 2006-1893-CD  
39 SHADY LANE DRIVE, MORRISDALE, PA 16858**

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for **SEPTEMBER 7, 2007**.

The property is to be relisted for the **OCTOBER 5, 2007** Sheriff's Sale.

Very truly yours,  
CQS  
Christine Schoffler

**VIA TELECOPY (814) 765-5915**

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

October 5, 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. KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER GREGORY P. HUNTER  
No. 2006-1893-CD

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which  
is scheduled for **OCTOBER 5, 2007**.

The property is to be relisted for the **DECEMBER 7, 2007** Sheriff's Sale.

Very truly yours,  
CQS  
Christine Schoffler

VIA TELECOPY (814) 765-5915

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

GREGORY P. HUNTER  
KIMBERLY D. HUNTER

CLEARFIELD COUNTY

No.: 2006-1893-CD

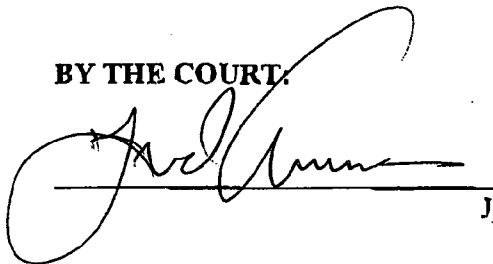
**ORDER**

AND NOW, this 6<sup>th</sup> day of December, 2007, after consideration of  
Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby

**ORDERED** that the said sale is extended to the regularly scheduled Clearfield County  
Sheriff's Sale dated February 1, 2008.

No further advertising or additional notice to lienholder or defendants is required.

BY THE COURT.



J.

CC: John R. Lhota, Esquire

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

February 13, 2008

Office of the Sheriff  
Clearfield County Courthouse

**Re: WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME  
MORTGAGE, INC. v. GREGORY P. HUNTER AND KIMBERLY D. HUNTER  
No. 2006-1893-CD  
Premises: 39 SHADY LANE DRIVE, MORRISDALE, PA 16858**

Dear Cindy:

Please "mark the terms of sale not complied with" for the above referenced property, which took place on **FEBRUARY 1, 2008**. Our client is in the process of working out an agreement with the Defendant's to cure the mortgage default.

Please return the original writ of execution to the Prothonotary as soon as possible.

Very truly yours,  
*Christine Schoffler*  
Christine Schoffler  
For Phelan Hallinan & Schmieg, LLP

VIA TELECOPY 614-765-5915

**PHELAN, HALLINAN & SCHMIEG LLP**

One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
Tel: 215-563-7000  
Fax: 215-567-0072  
[Erin.dormer@fedphe.com](mailto:Erin.dormer@fedphe.com)

Erin Dormer  
Legal Assistant, Ext. 1246

Representing Lenders in  
Pennsylvania and New Jersey

February 21, 2008

Office of the Sheriff  
Clearfield County Courthouse  
One North 2nd Street  
Clearfield, PA 16830

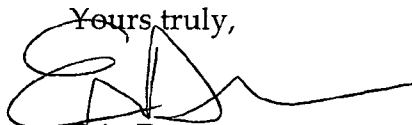
Re: GREGORY PAUL HUNTER AND KIMBERLY D.M. HUNTER  
39 Shady Lane Drive  
Morrisdale, PA 16858  
No. 2006-1893-CD

Dear Sir or Madam:

Please do not record the deed to **FEDERAL HOME LOAN MORTGAGE CORPORATION**, Foreclosure Unit, Mail Stop 61, P.O. Box 5000, Vienna, VA 22183-5000 as the sale has been rescinded by our client. They no longer wish to proceed with this action. Please disregard the instructions to record the deed that were sent to your office on February 6, 2008. If you have any questions please feel free to contact me at the phone number above.

Your cooperation in this matter would be appreciated.

Yours truly,



Erin Dormer

**RECEIVED**  
FEB 25 2008

Enclosure

cc: Wells Fargo Home Mortgage, Inc.

Account No: 0034555763

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

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

vs.

KIMBERLY.D.M.HUNTER.A/K/A  
KIMBERLY.D.HUNTER

GREGORY.P.HUNTER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2006-1893-CD.. Term 20

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due

Interest from JUNE 13, 2007 to Sale  
Per diem \$15.69  
Add'l Costs  
Writ Total

**Prothonotary costs** \$95,418.81  
154.00

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

\$6,249.42

\$

*David M. S*

Attorney for the Plaintiff(s)

Note: Please attach description of Property.

143987

**FILED**

*m112: 50/81*  
**JUN 13 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

*Att'y pd. \$20.00*  
*ICC & 6 writs*  
*w/prop. desc.*  
*to Sheriff*

*(610)*

No. 2006-1893-CD..... Term 20 .....A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**FILED**

**JUN 13 2008**

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

William A. Shaw  
Prothonotary/Clerk of Courts

vs.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY P. HUNTER

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff(s)

Address: KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858  
GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

**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 BLVD.  
FORT MILL, SC 29715**

**Plaintiff,**

**v.**

**KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858**

**Defendant(s).**


**:  
:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2006-1893-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. sec.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 BLVD.  
FORT MILL, SC 29715

Plaintiff,

v.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

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

**WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC.,**  
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the  
Praecipe for the Writ of Execution was filed, the following information concerning the real property located at  
**39 SHADY LANE DRIVE, MORRISDALE, PA 16858.**

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

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

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER	39 SHADY LANE DRIVE MORRISDALE, PA 16858
---	---

GREGORY P. HUNTER	39 SHADY LANE DRIVE MORRISDALE, PA 16858
-------------------	---

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

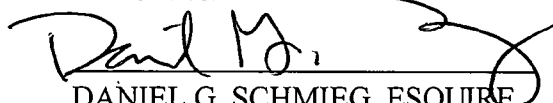
NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	--

Same as Above

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

JUNE 11, 2008

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

Plaintiff,

v.

KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

**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  
**39 SHADY LANE DRIVE, MORRISDALE, PA 16858.**

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

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

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
Clearfield Bank and Trust Company	Irvin Drive Extension Philadelphia, PA 16866

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

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

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

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

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

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

TENANT/OCCUPANT	39 SHADY LANE DRIVE MORRISDALE, PA 16858
-----------------	---

DOMESTIC RELATIONS CLEARFIELD COUNTY	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
---	--

COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
---------------------------------	--

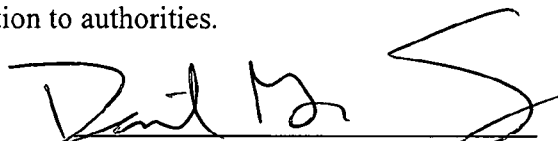
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6 <sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128
--	---

Internal Revenue Service Federated Investors Tower	13 <sup>TH</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
---	---

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105
--	--

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

JUNE 11, 2008  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

COPY

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

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

vs.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER

GREGORY P. HUNTER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. .... Term 20  
No. 2006-1893-CD ..... Term 20  
No. .... Term 20

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 abovematter you are directed to levy upon and sell the following property  
(specifically described property below):

PREMISES: 39 SHADY LANE DRIVE, MORRISDALE, PA 16858  
(See Legal Description attached)

Amount Due

Interest from JUNE 13, 2007 to Sale  
Per diem \$15.69  
Add'l Costs  
Writ Total

Prothonotary costs

\$95,418.81  
159.00

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

\$6,249.42

\$

*Willie L. Shaffer*

(Clerk) Office of the Prothy Support, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated 6/13/08  
(SEAL)

No. 2006-1893-CD Term 20 A.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.

vs.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY P. HUNTER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs


Real Debt \$95,418.81

Int. from JUNE 11, 2008  
To Date of Sale (\$15.69 per diem)

Costs

Prothy Pd. 159.00

Sheriff

  
Attorney for Plaintiff(s)

Address: KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER GREGORY P. HUNTER  
39 SHADY LANE DRIVE 39 SHADY LANE DRIVE  
MORRISDALE, PA 16858 MORRISDALE, PA 16858

### DESCRIPTION

ALL that certain tract of land located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the Southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside of the property.

BEING the same premises conveyed unto Alan R. Larson and Judith S. Larson by deed dated December 7, 2001 and recorded at Clearfield County Instrument Number 200119653.

PARCEL IDENTIFICATION NO: Q09-000-00070      CONTROL #: 11602700

Premises:     39 Shady Lane Drive, Morrisdale, PA 16858  
                 Clearfield County  
                 Pennsylvania

TITLE TO SAID PREMISES IS VESTED IN Gregory P. Hunter and Kimberly D.M. Hunter, husband and wife, by Deed from Alan R. Larson and Judith S. Larson, husband and wife, dated 11/07/2003, recorded 11/13/2003, in Deed Mortgage Inst# 200320872.

SEIZED, taken in execution to be sold as the property of KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER AND GREGORY PAUL HUNTER, at the suit of WELLS FARGO BANK, N.A. S/B/M TO WELLS FARGO HOME MORTGAGE, INC. JUDGMENT NO. 06-1893-CD

CA

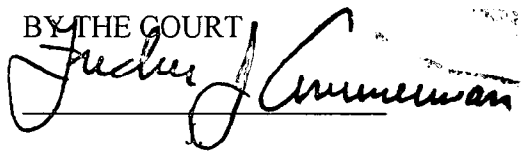
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO WELLS	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC.	:	
Plaintiff	:	Civil Division
	:	
vs.	:	CLEARFIELD County
	:	
GREGORY PAUL HUNTER	:	No. 2006-1893-CD
KIMBERLY D.M. HUNTER	:	
A/K/A KIMBERLY D. HUNTER	:	
Defendants	:	

RULE

AND NOW, this 16<sup>th</sup> day of July 2008, 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 18<sup>th</sup> day of August 2008, at 9:30 in the Clearfield County Courthouse, Clearfield, Pennsylvania. A.M.

BY THE COURT  


143987

**FILED**  
014:00  
JUL 17 2008  
Atty Bradford  
(616)  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED

JUL 17 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 7/17/08

☒ 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 No. CC  
JUL 25 2008

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.

Plaintiff

Court of Common Pleas

Civil Division

vs.

CLEARFIELD County

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER

No. 2006-1893-CD

Defendants

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's July 16, 2008 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

DATE: 7/23/08

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire  
Attorney for Plaintiff

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

Plaintiff,

v.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

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

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

**FILED**

JUL 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

no 9c

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 39 SHADY LANE DRIVE, MORRISDALE, PA 16858.

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

NAME

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

LPI-III, D/B/A INTEGRITY  
FORECLOSURE PRESTION SERVICES  
("IFPS"), AN OHIO LLC, AS TRUSTEE  
OF THE HUNTER FAMILY TRUST, AN  
INTER VIVO TRUST, UNDER THE  
PROVISIONS OF A TRUST  
AGREEMENT DATED 08/02/2007,  
KNOWN AS "THE HUNTER FAMILY  
TRUST" AND/OR TRUST NUMBER "39"

39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

NAME

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

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER

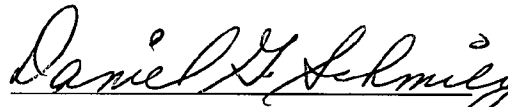
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

GREGORY P. HUNTER

39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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. '4904 relating to unsworn falsification to authorities.

July 24, 2008  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

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

**Plaintiff,**

**v.**

**KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 2006-1893-CD**

**AMENDED  
AFFIDAVIT PURSUANT TO RULE 3129**

**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 39 SHADY LANE DRIVE,  
MORRISDALE, PA 16858.**

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

NAME

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

**None**

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

NAME

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

**Clearfield Bank and Trust Company**

**Irvin Drive Extension  
Philadelphia, PA 16866**

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

NAME

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

**None**

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

NAME

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

**None**

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

NAME

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

TENANT/OCCUPANT

39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

DOMESTIC RELATIONS  
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

COMMONWEALTH OF  
PENNSYLVANIA

DEPARTMENT OF WELFARE  
PO BOX 2675  
HARRISBURG, PA 17105

Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division

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

Internal Revenue Service  
Federated Investors Tower


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

Department of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program

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

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

July 24, 2008  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO	:	CLEARFIELD COUNTY
HOME MORTGAGE, INC.	:	COURT OF COMMON PLEAS
Plaintiff,	:	
v.	:	CIVIL DIVISION
	:	
KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.	:	NO. 2006-1893-CD
HUNTER	:	
GREGORY P. HUNTER	:	
Defendant(s)	:	

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA       )  
COUNTY OF CLEARFIELD                )       SS:

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 39 SHADY LANE DRIVE, MORRISDALE, PA 16858.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given to Lienholders 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 No. 2 (previously filed) and/or Amended Affidavit No. 2 on the date indicated. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Date: July 24, 2008

**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.

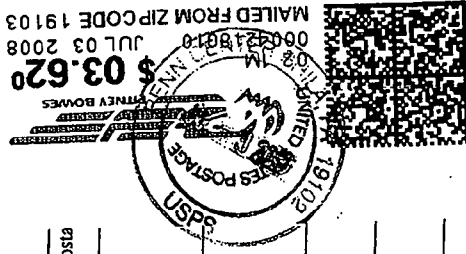
CQS

Name and  
Address  
of Sender

PHILAN 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	Posta
1		TENANT/OCCUPANT 39 SHADY LANE DRIVE MORRISDALE, PA 16858	
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 Division, 6 <sup>th</sup> Floor, Strawberry Sq., Dept 28061, Harrisburg, PA 17128	
5		Internal Revenue Service, Federated Investors Tower, 13 <sup>TH</sup> Floor, Suite 1300, 1001 Liberty Avenue, Pittsburgh, PA 15222	
6		Department of Public Welfare, TPL Casualty Unit, Estate Recovery Program, P.O. Box 8486, Willow Oak Building, Harrisburg, PA 17105	
7		Clearfield Bank and Trust Company, Irvin Drive Extension, Philadelphia, PA 16866	
8		GREGORY P. HUNTER, 39 SHADY LANE DRIVE, MORRISDALE, PA 16858	
9		KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER, 39 SHADY LANE DRIVE, MORRISDALE, PA 16858	
10			
11			
12		Re: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER 143987 TEAM 4	
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 2cc Atty  
9/330 cm Brader  
AUG 18 2008

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.

Plaintiff

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER

Defendants

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 2006-1893-CD

ORDER

AND NOW, this 18<sup>th</sup> day of August, 2008 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	\$87,524.84
Interest Through September 5, 2008	\$10,553.56
Per Diem \$14.99	
Late Charges	\$27.93
Legal fees	\$1,325.00
Cost of Suit and Title	\$2,024.42
Sheriff's Sale Costs	\$1,400.32
Property Inspections/ Property Preservation	\$110.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

Suspense/Misc. Credits  
Escrow Deficit

(\$0.00)  
\$3,511.62

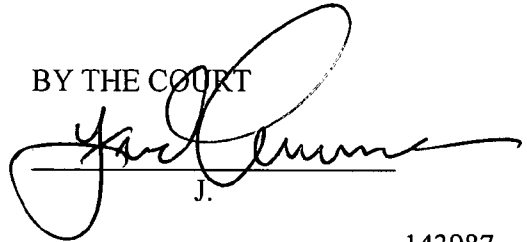
**TOTAL**

\$106,477.69

Plus interest from September 5, 2008 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.

143987

FILED

AUG 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8-18-2008

☒ 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 NO CC  
m/11:13/31  
JUL 14 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Civil Division

Plaintiff

CLEARFIELD County

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
Defendants

No. 2006-1893-CD

**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 November 15, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on June 15, 2007 in the amount of \$95,418.81. 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 39 SHADY LANE DRIVE, MORRISDALE, PA 16858 (hereinafter the "Property") was postponed or stayed for the following reason:

a.) The Defendants filed a Chapter 13 Bankruptcy at Docket Number 07-71117 on October 4, 2007. The Bankruptcy was dismissed by order of court dated October 25, 2007. A true and correct copy of the Bankruptcy Court Order is attached hereto, made part hereof, and marked as Exhibit "C".

5. The Property is listed for Sheriff's Sale on September 5, 2008.

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	\$87,524.84
Interest Through September 5, 2008	\$10,553.56
Per Diem \$14.99	
Late Charges	\$27.93
Legal fees	\$1,325.00
Cost of Suit and Title	\$2,024.42
Sheriff's Sale Costs	\$1,400.32
Property Inspections/ Property Preservation	\$110.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$3,511.62
<b>TOTAL</b>	<b>\$106,477.69</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.

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

7/10/08

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

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire  
Attorney for Plaintiff

# Exhibit “A”

NOV 15 2006

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  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

143987

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

v.

NO. 2006-1893-CO

CLEARFIELD COUNTY

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

**ATTORNEY FILE COPY:  
PLEASE RETURN**

File #: 143987

We hereby certify that  
within to be a true and  
correct copy of the  
original filed as noted.

**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:

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

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

3. On 11/12/2003 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: 200320873.
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 08/01/2006 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	\$87,829.91
Interest	2,050.89
07/01/2006 through 11/14/2006 (Per Diem \$14.97)	
Attorney's Fees	1,325.00
Cumulative Late Charges	27.93
11/12/2003 to 11/14/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 91,783.73
Escrow	
Credit	0.00
Deficit	491.38
Subtotal	\$ 491.38
<b>TOTAL</b>	<b>\$ 92,275.11</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 \$ 92,275.11, together with interest from 11/14/2006 at the rate of \$14.97 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 tract of land, located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailer of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch.
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside the property.
4. Any garbage shall be attached to the house as a part of the house or breeze-way.
5. No shed type building or out-buildings shall be erected on the above premises, except a small metal utility building.

**PROPERTY BIENG: 39 SHADY LANE DRIVE**

**VERIFICATION**

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

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



FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

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

11/14/16

# **Exhibit “B”**

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

One Penn Center at Suburban Station - Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

ATTORNEY FILE COPY  
PLEASE RETURN

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

Plaintiff,

v.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
GREGORY PAUL HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-1893-CD

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

JUN 15 2007

Attest.

*Willie L. Shaw*  
Prothonotary/  
Clerk of Courts

ATTORNEY FILE COPY  
PLEASE RETURN

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER and GREGORY PAUL HUNTER**, 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 the Complaint	\$ 92,275.11
Interest - 11/15/06 - 06/12/07	\$3,143.70
TOTAL	<u>\$ 95,418.81</u>

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

ATTORNEY FILE COPY  
PLEASE RETURN

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

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: June 15, 2007

*Willie L. Shaw*  
PRO PROTHY

143987

# **Exhibit “C”**

UNITED STATES BANKRUPTCY COURT  
Western District of Pennsylvania

11  
lfin

In re:

Bankruptcy Case No.: 07-71117-JAD

Chapter: 13

**Gregory Paul Hunter**  
**aka Greg**  
Debtor(s)

Kimberly D.M. Hunter  
aka Kim

**CERTIFICATION OF CLERK AND ORDER OF DISMISSAL  
FOR FAILURE TO TIMELY FILE SCHEDULES**

The undersigned Deputy Clerk of the above-entitled Court certifies that:

1. The above-entitled case was filed on 10/4/07 without all documentation necessary to complete the filing;
2. The clerk issued a notice concerning deficiency to the debtor's attorney, or debtor if not represented by an attorney, stating the deadline for filing the required schedules, statements and/or lists and advising that failure to cure the deficiency would result in the dismissal of the case; and
3. As of this date, some or all of the required documents have not been filed with the Clerk of the Court.

Dated: 10/24/07

John J. Horner  
Interim Clerk, U.S. Bankruptcy Court  
5414 U.S. Steel Tower  
600 Grant Street  
Pittsburgh, PA 15219

**ORDER**

Based on the foregoing Certification and pursuant to Rule of Bankruptcy Procedure 1007 and Amended General Order #91-1 of the Court,

IT IS HEREBY ORDERED that the above-captioned case is administratively closed; however, the court retains jurisdiction over the Trustee's Certification of Conclusion of Chapter 13 Case Where No Funds Have Been Received Or Distributed And Case Has Been Dismissed. Following submission of the Certification, the Trustee shall be deemed discharged from her duties in this case and this case shall be deemed closed without further order of court.

Dated: 10/24/07

Jeffery A. Deller  
Judge

**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: \_\_\_\_\_

7/10/08

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

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.

Plaintiff

Court of Common Pleas

Civil Division

vs.

CLEARFIELD County

GREGORY PAUL HUNTER

KIMBERLY D.M. HUNTER

A/K/A KIMBERLY D. HUNTER

No. 2006-1893-CD

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.

GREGORY PAUL HUNTER

KIMBERLY D.M. HUNTER

A/K/A KIMBERLY D. HUNTER

39 SHADY LANE DRIVE

MORRISDALE, PA 16858

DATE:

7/10/08

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20785

NO: 06-1893-CD

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

DEFENDANT: KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER AND GREGORY P. HUNTER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/13/2008

LEVY TAKEN 6/19/2008 @ 2:50 PM

POSTED 6/19/2008 @ 2:50 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/9/2009

DATE DEED FILED

PROPERTY ADDRESS 39 SHADY LANE MORRISDALE , PA 16858

**FILED**  
07/01/09  
MAR 09 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$236.30

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2009

*Chester A. Hawkins*  
*by Cynthia Butler - Aug 12/09*  
Chester A. Hawkins  
Sheriff

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

vs  
KIMBERLY D.M. HUNTER A/K/A KIMBERLY D. HUNTER AND GREGORY P. HUNTER

---

1 6/24/2008 @ SERVED KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER

SERVED KIMBERLY D.M. HUNER A/K/A KIMBERLY D. HUNTER, DEFENDANT BY REG & CERT MAIL PER COURT ORDER TO 39 SHADY LANE DRIVE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA CERT  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION , NOTI CE OF SALE AND COPY OF THE LEVY.

---

2 6/24/2008 @ SERVED GREGORY P. HUNTER

SERVED GREGORY P. HUNTER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 39 SHADY LANE DRIVE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145074074. CERT. RETD UNCLAIMED  
A TRUE AND ASTTESTED COPY OF THE ORIGINA WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

@ SERVED

NOW, AUGUST 13, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 5, 2008 TO NOVEMBER 7, 2008, DUE TO BANKRUPTCY FILING

---

@ SERVED

NOW, NOVEMBER 4, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 7, 2008 TO DECEMBER 5, 2008, DUE TO BANKRUPTCY FILING.

---

@ SERVED

NOW, NOVEMBER 25, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 5, 2008, DUE TO BANKRUPTCY FILING.

---

@ SERVED

NOW, MARCH 9, 2008 RETURN WRIT AS TIME EXPRIED.

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

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

vs.

KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. .... Term 20  
No. 2006-1893-CD ..... Term 20  
No. .... Term 20

WRIT OF EXECUTION  
(Mortgage Foreclosure)

GREGORY P. HUNTER

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: 39 SHADY LANE DRIVE, MORRISDALE, PA 16858  
(See Legal Description attached)

Amount Due

Interest from JUNE 13, 2007 to Sale  
Per diem \$15.69  
Add'l Costs  
Writ Total

Prothonotary costs \$95,418.81  
159.00  
\$ \_\_\_\_\_

\$6,249.42

*William A. Hunter*  
BA

(Clerk) Office of the Prothy Support, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated 6/13/08  
(SEAL)

143987

Received this writ this 13<sup>th</sup> day  
of JUNE A.D. 2008  
At 2:00 A.M./P.M.

*Charles A. Hawkins*  
Sheriff *By Cynthia Butler*

No. 2006-1893-CD..... Term 20 .....A.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.

vs.

KIMBERLY D.M. HUNTER A/K/A KIMBERLY D.  
HUNTER  
GREGORY P. HUNTER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Real Debt                      \$95,418.81

Int. from JUNE 11, 2008  
To Date of Sale (\$15.69 per diem)

Costs

Prothy Pd.                      159.00

Sheriff

  
.....  
Attorney for Plaintiff(s)

Address: KIMBERLY D.M. HUNTER  
A/K/A KIMBERLY D. HUNTER    GREGORY P. HUNTER  
39 SHADY LANE DRIVE    39 SHADY LANE DRIVE  
MORRISDALE, PA 16858    MORRISDALE, PA 16858

### DESCRIPTION

ALL that certain tract of land located and situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the common corner of Lots Nos. 17 and 18, said pin being on the Southerly right of way of Shady Lane Drive; thence South 6 degrees 00 minutes West 125 feet to an iron pin at the common corner of Lots Nos. 18, 13 and 14; thence North 74 degrees 20 minutes West 130 feet to an iron pin; thence North 6 degrees 00 minutes East 125 feet to an iron pin; thence along Shady Lane Drive South 74 degrees 20 minutes East 130 feet to point and place of beginning. Containing approximately 0.37 acres and being known as Lot No. 17 as shown on survey prepared for Harold J. Smeal.

SUBJECT to the following restrictions:

1. No trailers of any kind shall be permitted on the above premises.
2. Surface water only shall be permitted to drain into an open ditch
3. No dogs or other pets are permitted on the above premises, except small house dogs which must be on a leash when outside of the property.

BEING the same premises conveyed unto Alan R. Larson and Judith S. Larson by deed dated December 7, 2001 and recorded at Clearfield County Instrument Number 200119653.

PARCEL IDENTIFICATION NO: Q09-000-00070      CONTROL #: 11602700

Premises:      39 Shady Lane Drive, Morrisdale, PA 16858  
                 Clearfield County  
                 Pennsylvania

TITLE TO SAID PREMISES IS VESTED IN Gregory P. Hunter and Kimberly D.M. Hunter, husband and wife, by Deed from Alan R. Larson and Judith S. Larson, husband and wife, dated 11/07/2003, recorded 11/13/2003, in Deed Mortgage Inst# 200320872.

SEIZED, taken in execution to be sold as the property of KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER AND GREGORY PAUL HUNTER, at the suit of WELLS FARGO BANK, N.A. S/B/M TO WELLS FARGO HOME MORTGAGE, INC. JUDGMENT NO. 06-1893-CD

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KIMBERLY D. M. HUNTER A/K/A KIMBERLY D. HUNTER

NO. 06-1893-CD

NOW, March 08, 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 December 05, 2008, I exposed the within described real estate of Kimberly D.M. Hunter A/K/A Kimberly D. Hunter And Gregory P. Hunter 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	13.13
LEVY	15.00
MILEAGE	13.13
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
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	40.00
MISCELLANEOUS	

**TOTAL SHERIFF COSTS \$236.30**

**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	95,418.81
INTEREST @ 15.6900	2,745.75
FROM 06/13/2008 TO 12/05/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	6,249.42
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>\$104,453.98</b>

**COSTS:**

ADVERTISING	420.10
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	236.30
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	159.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$905.40</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

COPY

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

vs.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER a/k/a  
KIMBERLY D. HUNTER  
Defendants

NO. 06-1893-CD

ORDER

NOW, this 9th day of January, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **Gregory Paul Hunter** and **Kimberly D.M. Hunter a/k/a Kimberly D. Hunter**, by :

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 39 Shady Lane Drive, Morrisdale, PA 16858;
3. By certified mail, return receipt requested, to 39 Shady Lane Drive, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as 39 Shady Lane Drive, Morrisdale, PA 16858.

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.

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

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN  
President Judge

JAN 10 2007

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

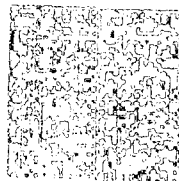


CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

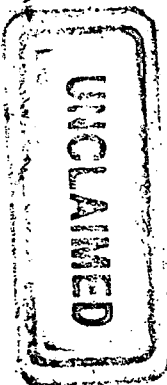
**CERTIFIED MAIL™**



7006 0810 0001 4507 4074



605480  
US POSTAGE



RECEIVED

JUL 16 2008

GREGORY P HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16958

1st NOTICE  
2nd NOTICE  
RETURNED

NIXIE

185

4E

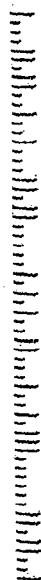
72 07/14/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 16830247201

\*0596-01914-14-28

1683002472



**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:

GREGORY P. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

### A. Signature

**X**

**B. Received by (Printed Name)**

C. Date of Delivery

**D. Is delivery address different from item 1?**

**If YES, enter delivery address below**

☐ Yes

☐ No

### 3. Service Type

☒ Certified Mail      ☐ Express Mail  
☐ Registered      ☐ Return Receipt for Merchandise  
☐ Insured Mail      ☐ C.O.D.

#### 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

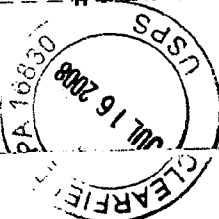
**(Transfer from service label)**

PS Form 3811, February 2004

## Domestic Return Receipt

7006 0820 0001 4507 4074

102595-02-M-1540

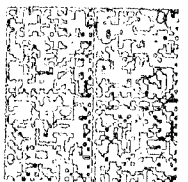




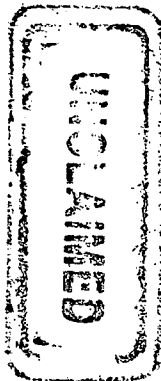
CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4081



05490  
\$05.490  
16830  
US POSTAGE



RECEIVED  
JUL 16 2008

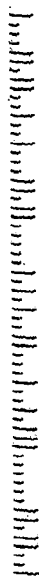
KIMBERLY D.M. HUNTER A/K/A  
KIMBERLY D. HUNTER  
39 SHADY  
MORRISDALE  
NIXIE

163 BC 1 72 07/14/08  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

1683002472

BC: 16830247201

\*0586-01913-14-28



U.S. Postal Service™ RECEIPT  
(Domestic Mail Only. No Insurance Coverage Provided)  
For delivery information visit our website at www.usps.com

7006 0810 0001 4507 4081

OFFICIAL USE

Postage	\$ 5.92
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49

Sent To: KIMBERLY D.M. HUNTER A/K/A  
Street, Apt. No.: KIMBERLY D. HUNTER  
or PO Box No.: 39 SHADY LANE DRIVE  
City, State, ZIP+4: MORRISDALE, PA 16858

PS Form 3800, June 2002 See Reverse for Instructions

CLEARFIELD PA 16830  
JUN 24 2008  
usps

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

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:

KIMBERLY D.M. HUNTER AKA  
KIMBERLY D. HUNTER  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4081

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

Representing Lenders in  
Pennsylvania and New Jersey

Foreclosure Manager

August 13, 2008

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.  
GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER  
39 SHADY LANE DRIVE MORRISDALE, PA 16858  
Court No. 2006-1893-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is  
scheduled for September 5, 2008 due to the following: Bankruptcy.

The Property is to be relisted for the November 7, 2008 Sheriff Sale.

Thank you for your correspondence in this matters.

Very Truly Yours,  
MICHELLE GRAGO for  
Phelan Hallinan & Schmieg, LLP

**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) 563-8656**

Representing Lenders in  
Pennsylvania and New Jersey

Foreclosure Manager

November 4, 2008

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.  
GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER  
39 SHADY LANE DRIVE MORRISDALE, PA 16858  
Court No. 2006-1893-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is  
scheduled for November 7, 2008 due to the following: Bankruptcy.

The Property is to be relisted for the December 5, 2008 Sheriff Sale.

Thank you for your correspondence in this matters.

Very Truly Yours,  
LYNNETTE BRITTON for  
Phelan Hallinan & Schmieg, LLP

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

Representing Lenders in  
Pennsylvania and New Jersey

Foreclosure Manager

November 25, 2008

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.  
GREGORY PAUL HUNTER and KIMBERLY D.M. HUNTER  
39 SHADY LANE DRIVE MORRISDALE, PA 16858  
Court No. 2006-1893-CD

Dear Sir/Madam:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for December 5, 2008 due to the following: Bankruptcy.

Defendants filed a Chapter 13, Bankruptcy Number 08-70908, Bankruptcy on August 13, 2008.

You are hereby directed to immediately 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.

Thank you for your correspondence in this matters.

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

PHS # 143987

FILED  
11/19/16 11:11 AM  
OCT 19 2016  
2.00 pd 1u Atty. Tsai.  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS

Jennie C. Tsai, Esq., Id. No. 315213  
PHELAN HALLINAN DIAMOND & JONES,  
LLP

Attorney for Plaintiff

1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Jennie.Tsai@phelanhallinan.com  
Identification No: 315213  
215-563-7000

WELLS FARGO BANK, N.A., S/B/M TO : Court of Common Pleas  
WELLS FARGO HOME MORTGAGE, INC. :  
Plaintiff : Civil Division

v.

: CLEARFIELD County.

GREGORY PAUL HUNTER :  
KIMBERLY D.M. HUNTER :  
Defendants :  
:

: No. 2006-1893-CD

PRAECIPE

TO THE PROTHONOTARY:

- ☐ Please withdraw the complaint and mark the action discontinued and ended without prejudice.
- ☐ Please mark the above referenced case settled, discontinued and ended.
- ☒ Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.
- ☐ Please mark the in rem judgment satisfied and the action discontinued and ended.
- ☐ Please vacate the judgment.

Date: OCT 18 2016

Phelan Hallinan Diamond & Jones, LLP

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

Jennie C. Tsai, Esquire  
Attorney for Plaintiff

PH # 638068

PH # 638068

Jennie C. Tsai, Esq., Id. No.315213  
PHELAN HALLINAN DIAMOND & JONES,  
LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Jennie.Tsai@phelanhallinan.com  
Identification No: 315213  
215-563-7000

Attorney For Plaintiff

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

v.

GREGORY PAUL HUNTER  
KIMBERLY D.M. HUNTER  
Defendants

: Court of Common Pleas  
:  
: Civil Division  
:  
: CLEARFIELD County  
:  
: No. 2006-1893-CD  
:  
:

**CERTIFICATION OF SERVICE**

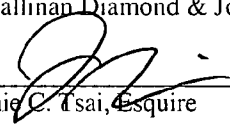
I hereby certify true and correct copies of the foregoing Plaintiff's Praecipe was served by regular mail to the person(s) on the date listed below:

GREGORY PAUL HUNTER  
HUNTER, KIMBERLY D.M.  
39 SHADY LANE DRIVE  
MORRISDALE, PA 16858-7654

Date: OCT 18 2016

PH # 638068

Phelan Hallinan Diamond & Jones, LLP

By:   
Jennie C. Tsai, Esquire

Attorney for Plaintiff