

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

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

File #: 143987

Deputy Prothonotary

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

Deputy Prothonotary

FILED

NOV 15 2006

WILLIAM A. SHAW
Prothonotary/Clerk of Courts
2 Cents - to Sheriff

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM
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PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
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THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
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THE NAME AND ADDRESS OF THE ORIGINAL
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COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN
TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION
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YOU REQUEST PROOF OF THE DEBT OR THE NAME
AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN
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YOUR RECEIPT OF THIS COMPLAINT, THE LAW
REQUIRES US TO CEASE OUR EFFORTS (THROUGH
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UNTIL WE MAIL THE REQUESTED INFORMATION TO
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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

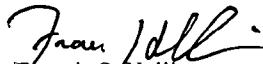
7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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 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

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 11/14/6

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION
NO. 2006-1893-CD

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

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 **DECREEED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREEED** 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

CA
FILED
M/10/57/01
JAN 08 2001
/ William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff

Wells Fargo Bank, N.A., s/b/m to : COURT OF COMMON PLEAS

Wells Fargo Home Mortgage, Inc. :

CIVIL DIVISION

vs.

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

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".

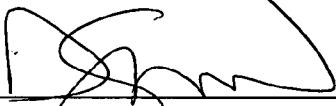
3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

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

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

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1893-C0

CLEARFIELD COUNTY

GREGORY PAUL HUNTER
KIMBERLY D.M. HUNTER
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39 SHADY LANE DRIVE
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2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

ATTORNEY FILE COPY
PLEASE RETURN

File #: 143987

We hereby certify that a true and correct copy of the foregoing instrument was filed in the office of the Clerk of Courts of Clearfield County, Pennsylvania, on November 15, 2006.

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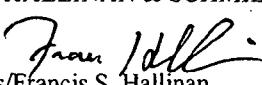
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PHELAN HALLINAN & SCHMIEG, LLP

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

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PROPERTY BING: 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

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE:

11/14/6

Exhibit B

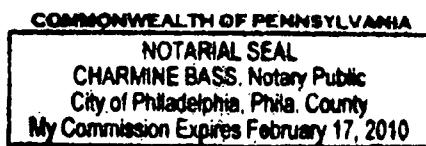
Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

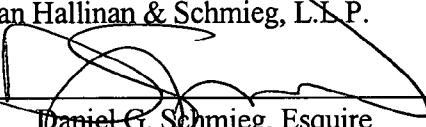
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to Wells Fargo Home Mortgage,
Inc. :
vs.
Gregory Paul Hunter : CIVIL DIVISION
Kimberly D.M. Hunter : CLEARFIELD COUNTY
a/k/a Kimberly D. Hunter :
: NO. 2006-1893-CD

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 5th day of January 2007

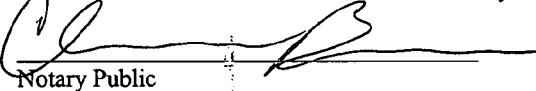

Notary Public

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. Fecho, 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).

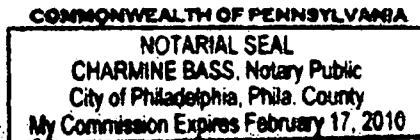
* Please be advised our database information indicates the subject resides at the current address.

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.



CB

Sworn to and subscribed before me this 21st day of December 2006.

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

kl

Ryan P. Hee

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 : COURT OF COMMON PLEAS
to Wells Fargo Home Mortgage,
Inc.

: CIVIL DIVISION

vs.
Gregory Paul Hunter : CLEARFIELD COUNTY
Kimberly D.M. Hunter
a/k/a Kimberly D. Hunter

: NO. 2006-1893-CD

CERTIFICATION OF SERVICE

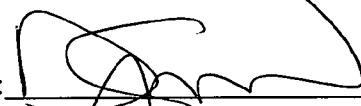
I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individuals as indicated below by first class mail, postage prepaid, on the date listed below.

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

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD County

: No. 2006-1893-CD

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

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

Date: January 5, 2007

/jcs, Svc Dept.
File# 143987

FILED Atty pd 7:00
JAN 10 2007 /Compl.
William A. Shaw
Reinstated to
Prothonotary/Clerk of Courts Atty

FILED 300
01/14/07 Atty Schmieg
JAN 10 2007
6P
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

O R D E R

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
01-37801
FEB 27 2007
S
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

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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

So Answers,

____ Day of _____ 2007


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

ATTORNEY FOR PLAINTIFF

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

Plaintiff

v.

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1893-CV

CLEARFIELD COUNTY

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

NOV. 15 2006

Defendants

Attest.

Laura
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M TO
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FORT MILL, SC 29715

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1893-CV

CLEARFIELD COUNTY

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

I hereby certify this to be a true
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statement filed in this case.

NOV 15 2006

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Attest.

William L. Chen
Prothonotary/
Clerk of Courts

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PHELAN HALLINAN & SCHMIEG, LLP

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

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PROPERTY BEING: 39 SHADY LANE DRIVE

VERIFICATION

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Francis S. Hallinan

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 11/14/6

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. CENS TO ATTY

w/ REINSTATEMENT COMPLAINT

2. REINSTATE COMPLAINT
TO SHAW

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

vs.

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

Defendant(s)

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: 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*
MAY 02 2007
WM 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 *110-06-01*
MAY 04 2007
ST

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

: Court Of Common Pleas

: Civil Division

: CLEARFIELD County

: No. 2006-1893-CD

William A. Shaw
Prothonotary/Clerk of Courts

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 end-
orsed 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 personally
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

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: : SS:
COUNTY OF CLEARFIELD :

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.

My Commission Expires
October 31, 2007

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

Gary A. Knaresboro
Gary A. Knaresboro, Esquire
Editor

bed to before me the day and year aforesaid.

Very
pires

Notary Public
Clearfield, PA
April 7, 2011

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

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 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

**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

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

•
•
•
•
**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Plaintiff,

• CIVIL DIVISION

v.

: NO. 2006-1893-CD

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

Defendant(s).

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

pd \$20.00 AMY
FILED ICC notice to
m/12:05pm debts
JUN 15 2007
S ICC & statement
to AMY
William A. Shaw
Prothonotary/Clerk of Courts

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	\$ 95,418.81

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. []

1, copy attached.
Daniel G. Schmieg
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

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

DATE OF NOTICE: MAY 22, 2007

FILE COPY

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

IMPORTANT NOTICE

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

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

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

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

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

Francis S. Hallinan
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

(Rule of Civil Procedure No. 236 - Revised

COPY

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. : CLEARFIELD COUNTY
FORT MILL, SC 29715 : COURT OF COMMON PLEAS
: CIVIL DIVISION
Plaintiff, :
v. : NO. 2006-1893-CD
KIMBERLY D.M. HUNTER A/K/A :
KIMBERLY D. HUNTER :
GREGORY PAUL HUNTER :
39 SHADY LANE DRIVE :
MORRISDALE, PA 16858 :
: Defendant(s).

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

BY Willie L. Brown DEPUTY

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

Daniel G. Schmieg

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

:

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

:

CIVIL DIVISION

v.

:

NO. 2006-1893-CD

KIMBERLY D.M. HUNTER A/K/A

KIMBERLY D. HUNTER

GREGORY PAUL HUNTER

39 SHADY LANE DRIVE

MORRISDALE, PA 16858

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:

Defendant(s).

VERIFICATION OF NON-MILITARY SERVICE

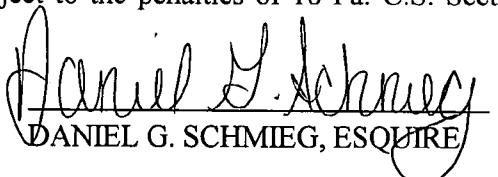
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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)

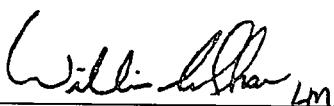
Entry: \$20.00

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

PRÆCIPÉ 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.....

PRAECLPÉ 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

\$3,098.74

\$ _____

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

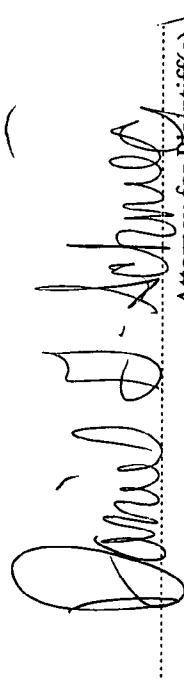
WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.

vs.

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

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Kimberly D.M. Hunter
Attorney for Plaintiff(s)

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

39 SHADY LANE DRIVE
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

GREGORY PAUL HUNTER

Commonwealth of Pennsylvania:

County of Clearfield

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)

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 Prothonotary, 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

Attorney for Plaintiff

GREGORY

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

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

:
:
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Plaintiff,

:
CIVIL DIVISION

v.

:
NO. 2006-1893-CD

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

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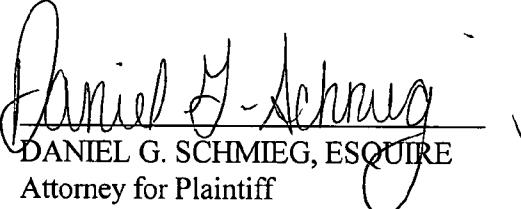
Defendant(s).

CERTIFICATION

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

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

This certification is made subject to the penalties of 18 Pa. C.S. 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. : **CLEARFIELD COUNTY**
FORT MILL, SC 29715 : **COURT OF COMMON PLEAS**
 Plaintiff, :
 v. : **CIVIL DIVISION**
KIMBERLY D.M. HUNTER A/K/A :
KIMBERLY D. HUNTER :
GREGORY PAUL HUNTER :
39 SHADY LANE DRIVE :
MORRISDALE, PA 16858 :
 Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)

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

GREGORY PAUL	39 SHADY LANE DRIVE
HUNTER	MORRISDALE, PA 16858

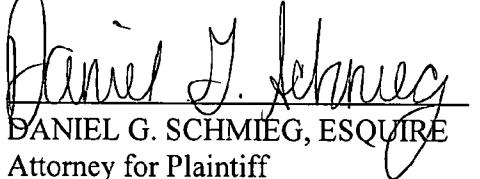
2. Name and address of Defendant(s) in the judgment:

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
M 110:46/01
AUG 03 2007 Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
per Atty

**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 Praeclipe 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.

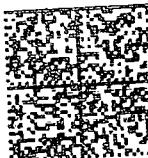
Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Date: August 1, 2007

Name and
Address
of Sender

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

8



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		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.

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
02/14/2007
SEP 12 2007
WMA

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 aka 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

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Attorney I.D. No.: 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

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

v.

Plaintiff,

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

Defendant(s).

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**
: **NO. 06-1893-CD**

FILED
m/10/28/07 NO CC
OCT 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

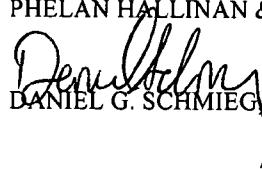
AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403

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



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

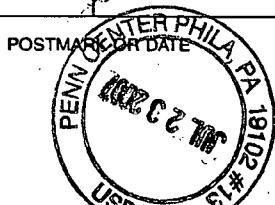
PS Form 3800, January 2005

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



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	NO. 06-1893-CD
KIMBERLY D.M. HUNTER a/k/a	*
KIMBERLY D. HUNTER	*
Defendants	*

O R D E R

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


William L. Ammerman
Prothonotary/
Clerk of Courts

Attest.

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
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 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.
 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:

By: D.M. Ellis
NOT SERVED

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

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: 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

AFFIDAVIT OF SERVICE

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

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

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

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

Type of Action
- Notice of Sheriff's Sale

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.
 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:

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 A.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

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.

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

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 or 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 thereof.

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.

Sharon J. Pusey
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 along familiar site as crews work on

Police file looks

Officers received a call on North Fourth Street concerning an incident on the highway. Traffic movement was reported in the I-80 area. Officers plan to conduct patrols.

The investigation into a vehicle fire at a store.

Lawrence Towns During an accident on Cabin Road a vehicle hit an embankment.

Police were able to identify the owner of two dogs.

Four people were taken to Clearfield Hospital for treatment. A patient suffered a tooth fracture at the intersection of SR 2023 and SR 2024. The accident took place when the driver tried to stop at a stop sign.

An intoxicated man was seen leaving Snappy's bar with two friends.

Officers are investigating a three-vehicle accident that happened on SR 879.

Officers assist Borough police in 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:

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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

NOTICE OF ACTION
IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION-LAW
NO. 06-893-CD
WELLS FARGO BANK,
N.A., S/B/M/T
WELLS FARGO
HOME MORTGAGE, INC.
vs.
GREGORY PAUL HUNTER
KIMBERLY D. M. HUNTER,
AKA/KIMBERLYD. HUNTER
NOTICE
TO: GREGORY PAUL HUNTER
KIMBERLY D. M. HUNTER,
AKA/KIMBERLYD. 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/T 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-
erly 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 : SS:
COUNTY OF CLEARFIELD :
On this 20th day of August, A.D. 20 07,
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.

Cheryl J. Robison

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

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

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

FILED 3CC
0/240cm Atty
DEC 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

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

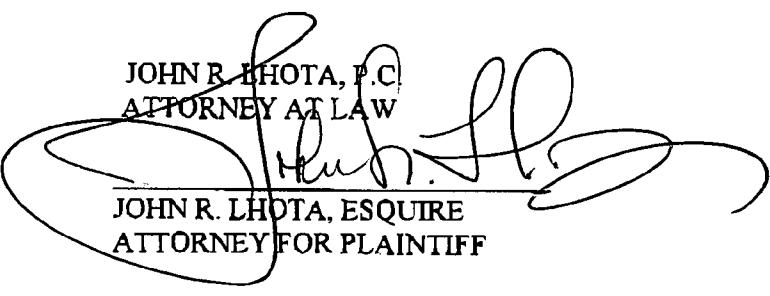
CLEARFIELD COUNTY
No.: 2006-1893-CD

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.

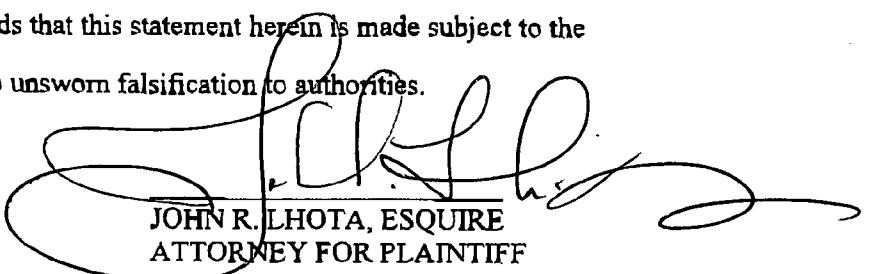
JOHN R. LHOTA, P.C.
ATTORNEY AT LAW

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: 12/06/07


JOHN R. LHOTA, ESQUIRE
ATTORNEY FOR PLAINTIFF

Prothonotary/Clerk of Courts
William A. Shaw

DEC 06 2007

FILED

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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
02:40
DEC 06 2007
2CC
ATM
CJM

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

Prothonotary/Clerk of Courts
William A. Shaw

DEC 06 2007

FILED

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

FILED
01/24/08
DEC 06 2007
AM

William A. Shaw
Prothonotary/Clerk of Courts

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

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

Prothonotary/Clerk of Courts
William A. Shaw

DEC 06 2007

FILED

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

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

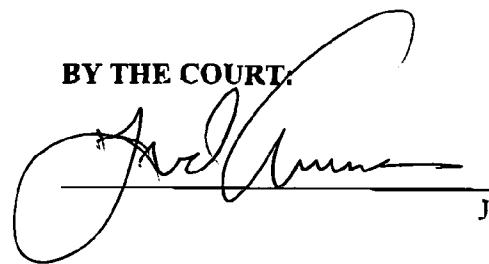
CLEARFIELD COUNTY
No.: 2006-1893-CD

ORDER

AND NOW, this 6th 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:



CC: John R. Lhota, Esquire

FILED

DEC 06 2007
013:00 (S)
William A. Shaw
Prothonotary/Clerk of Courts
2 copy to Atty
1 copy to Sheriff
(6K)

SH*

FILED

DEC 06 2007

William A. Sir
Prothonotary Clerk, Pa. Courts

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 C.R.R. 25
 Other

S/John R. Lhota

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

(C)

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. LHOOTA, P.C.
* 110 North Second Street
* Clearfield, PA 16830
* (814) 765-9611
* Pa. I.D. No. 22492

FILED acc
01/3/2007
DEC 13 2007 Atty Lhota
600

William A. Shaw
Prothonotary/Clerk of Courts

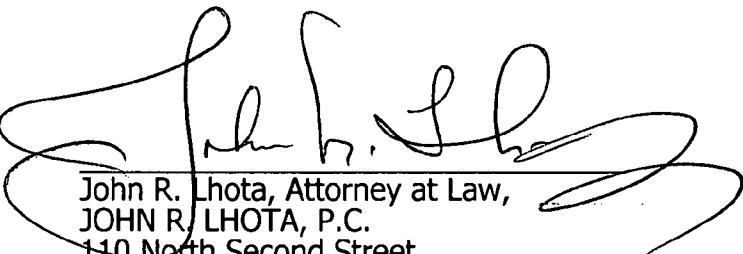
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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**

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**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

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
GP

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
by: Antoinette Butcher-Aughenbaugh
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 TURE 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 RECODING 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

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)

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 Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 6/15/07
(SEAL)

143987

Received this writ this 15th day
of JUNE A.D. 2007
At 3:12 A.M. (P.M.)

Cynthia A. Hendren
Sheriff By Cynthia Butler-Angelina

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

W~~R~~IT 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

Kimberly D. Hunter
Attorney for Plaintiff

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

GREGORY

39 SHADY LANE DRIVE
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.

**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	15.00
DEED	
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	
TOTAL SHERIFF COSTS	\$276.74

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

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	
TOTAL DEBT AND INTEREST	\$102,229.01
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	
TOTAL COSTS	\$1,578.00

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.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

JAN 10 2007


Prothonotary/
Clerk of Courts

Attest.



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



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

Hasler
7-184
1st Notice 7-28✓
2nd Notice 8-3
RETURNED
US POSTAGE

CMC 7-184

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

RECEIVED
RECORDED

RECEIVED
RECORDED

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL

Postage	\$ 1.58
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & Fees

\$ 3.38

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

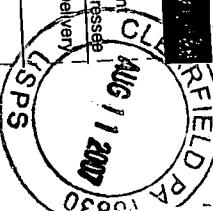
Agent
Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 No

If YES, enter delivery address below:



3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

7006 0810 0001 4507 2445

102595-02-44-1540

1. (Transfer from service label)

Domestic Return Receipt

PS Form 3811, February 2004

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

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

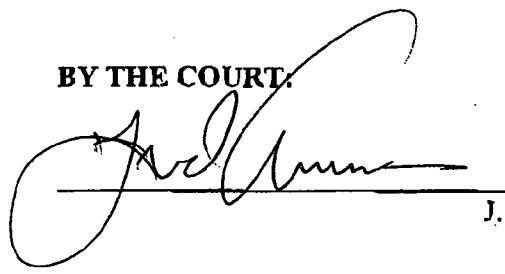
CLEARFIELD COUNTY
No.: 2006-1893-CD

ORDER

AND NOW, this 6th 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

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 814-765-5915

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

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	\$95,418.81
Per diem \$15.69	154.00
Add'l Costs	\$6,249.42
Writ Total	\$



Attorney for the Plaintiff(s)

Note: Please attach description of Property.

143987

FILED Atty pd. \$20.00
M10:50 AM JUN 13 2008
ICC & 60writs
William A. Shaw
Prothonotary/Clerk of Courts
W/prop. desc.
to Sheriff

(60)

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED.

JUN 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

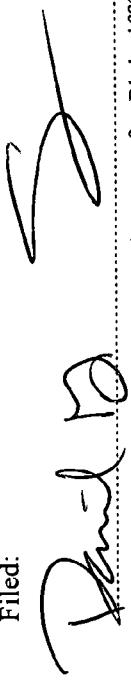
WELLS FARGO BANK, N.A., S/B/M TO WELLS
FARGO HOME MORTGAGE, INC.

vs.

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

PRAECEIPE 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 :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Plaintiff, : CIVIL DIVISION

v.

NO. 2006-1893-CD

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

Defendant(s).

CERTIFICATION

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

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

This certification is made subject to the penalties of 18 Pa. C.S. 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**

: **CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Plaintiff,

v.

CIVIL DIVISION

NO. 2006-1893-CD

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

:

:

:

:

Defendant(s).

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

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

Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **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**

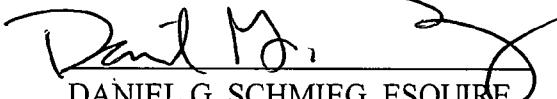
2. Name and address of Defendant(s) in the judgment:

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.	:	CLEARFIELD COUNTY
FORT MILL, SC 29715	:	COURT OF COMMON PLEAS
 Plaintiff,	:	
 v.	:	
 KIMBERLY D.M. HUNTER	:	CIVIL DIVISION
A/K/A KIMBERLY D. HUNTER	:	
GREGORY P. HUNTER	:	
39 SHADY LANE DRIVE	:	
MORRISDALE, PA 16858	:	
 Defendant(s).	:	

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 Praeclipe 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

6th Floor, Strawberry Sq., Dept 28061
Harrisburg, PA 17128

Internal Revenue Service
Federated Investors Tower

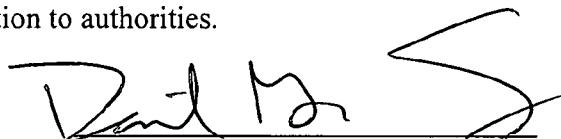
13TH Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

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

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

COPY

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

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	Prothonotary costs	
Interest from JUNE 13, 2007 to Sale	\$95,418.81	<i>154.00</i>
Per diem \$15.69	\$	_____
Add'l Costs	\$6,249.42	
Writ Total	\$	

Dated 6/13/08
(SEAL)

Willie L. Hunter
(Clerk) Office of the Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

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.

58

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

WRIT OF EXECUTION (Mortgage Foreclosure)

Costs	805 410 81
Best Deal*	

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

RULE

AND NOW, this 16th 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 18th day of August 2008, at 9:30 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT


143987

FILED
01/00/08 Amy Bradford
JUL 17 2008
610

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.	:	CLEARFIELD COUNTY
FORT MILL, SC 29715	:	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	:	
39 SHADY LANE DRIVE	:	
MORRISDALE, PA 16858	:	
Defendant(s).	:	
AMENDED AFFIDAVIT PURSUANT TO RULE 3129		
(Affidavit No.1)		

FILED

JUL 28 2008

By M.L. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

wo 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 Praeclipe 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
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

WELLS FARGO BANK, N.A., S/B/M TO	:	
WELLS FARGO HOME MORTGAGE, INC.	:	
3476 STATEVIEW BLVD.	:	CLEARFIELD COUNTY
FORT MILL, SC 29715	:	COURT OF COMMON PLEAS
:		
Plaintiff,	:	CIVIL DIVISION
v.		
		NO. 2006-1893-CD
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**

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

6th Floor, Strawberry Sq., Dept 28061
Harrisburg, PA 17128

Internal Revenue Service
Federated Investors Tower

13TH 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 Praeclipe 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

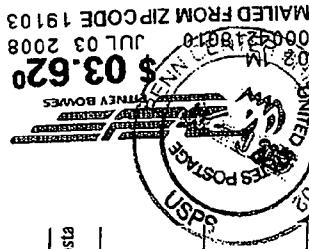
IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

Name and
Address
of Sender

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

Up

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
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 th Floor, Strawberry Sq., Dept 28061, Harrisburg, PA 17128	
5		Internal Revenue Service, Federated Investors Tower, 13 TH 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
1330 cm
AUG 18 2008
Atty, Bradford

William A. Shaw
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

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

: Civil Division

Plaintiff

: CLEARFIELD County

vs.

: No. 2006-1893-CD

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

Defendants

ORDER

AND NOW, this 18th 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

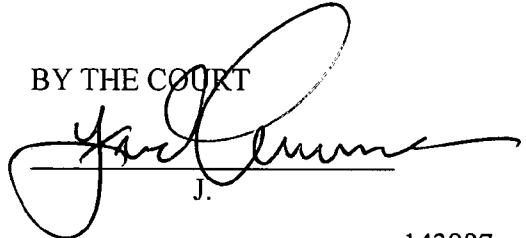
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$3,511.62</u>

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

A handwritten signature in black ink, appearing to read "John J. [illegible]". The signature is written over a horizontal line.

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
371113/301
JUL 14 2008
RECEIVED
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	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC.	:	
Plaintiff	:	Civil Division
vs.	:	CLEARFIELD County
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
TOTAL	\$106,477.69

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:

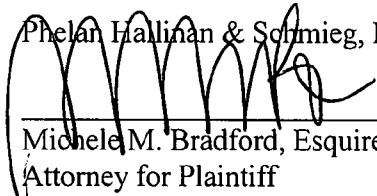

Phelan Hallinan & Schmieg, LLP
Michele M. Bradford, Esquire
Attorney for Plaintiff

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

v.

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-1893-C0

CLEARFIELD COUNTY

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
2nd 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 on 11/15/06.

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: 11/14/66

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

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Plaintiff,

CIVIL DIVISION

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

v.

NO. 2006-1893-CD

JUN 15 2007

Attest.

Willie L. Hall
Prothonotary/
Clerk of Courts

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

ATTORNEY FILE COPY
PLEASE RETURN

Defendant(s).

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 **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. Hall cm
PRO PROTHY

143987

Exhibit “C”

UNITED STATES BANKRUPTCY COURT
Western District of Pennsylvania

11
lfin

In re:

Bankruptcy Case No.: 07-71117-JAD

Gregory Paul Hunter
aka Greg
Debtor(s)

Chapter: 13
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

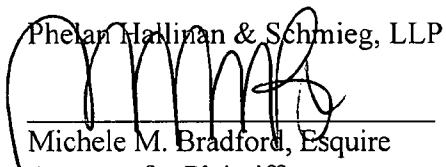
Jeffery A. Deller
Judge

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: 7/10/18

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

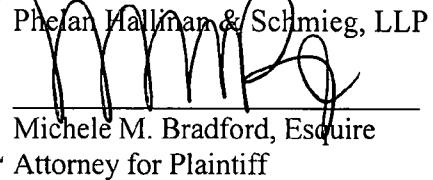
CERTIFICATION OF SERVICE

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

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
07/13/09
MAR 09 2009
W.M.

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 *Amber Beller-Aufderhald*
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, NOTICE 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 EXPIRED.

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

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	\$95,418.81
Per diem \$15.69	Prothonotary costs 159.00
Add'l Costs	\$ _____
Writ Total	\$6,249.42

*Wells Fargo
Bank*

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

Dated 10/13/08
(SEAL)

143987

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

*Chester A. Hawkins
Sheriff by Andrea Butler Aughenbaugh*

No. 2006-1893-CD Term 20A.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
Costs	
Protho Pd.	<u>159.00</u>
Sheriff	

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

 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
TOTAL DEED COSTS	\$0.00

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	
TOTAL DEBT AND INTEREST	\$104,453.98

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	
TOTAL COSTS	\$905.40

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. * NO. 06-1893-CD
GREGORY PAUL HUNTER *
KIMBERLY D.M. HUNTER a/k/a *
KIMBERLY D. HUNTER *
Defendants *

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 L. Ammerman
Prothonotary/
Clerk of Courts

CERTIFIED MAIL TM



CHESTER A. HAWKINS

ER A. H.

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

305490

ENCLAVE

**GREGORY P HUNTER
39 SHADY LANE DRIVE
MORRISDALE, PA 16358**

1st NOTICE _____
2nd NOTICE _____
RETURNED _____

卷之三

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 1890242203

3247201

卷之三

卷之三

REF. NO. 1000

三國志



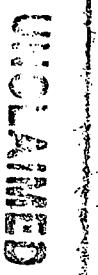
CHESTER A. HAWKINS

CONTINUE

1 NORTH SECOND STREET - SUITE 110
CLEARFIELD, PENNSYLVANIA 16830
COURTHOUSE

7006 0810 0001 4507 4081





- 10 -

UL 16 2008

10007 4 - 10

KIMBERLY D.M. HUNTER A/K/A
KIMBERLY D. HUNTER
39 SHADY
MORRIS NIXIE 163
RETURN UN
UNABLE
BC: 1603024722

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 46990247201 *0595-01913-14-29

MAIL ORDERS

ENTER ADDRESS ON BACK OF FORM
PLACE ADDRESS ON BACK OF FORM
OF THE BILLING ADDRESS
ENTER ADDRESS ON BACK OF FORM

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 16838

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input type="checkbox"/> Agent
<input checked="" type="checkbox"/> X	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

Article Number
(Transferred from Service Label) **7006 0810 0001 4507 4081**

10295-02-M-1540

PS Form 3811, February 2004

Domestic Return Receipt

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

Foreclosure Manager

Representing Lenders in
Pennsylvania and New Jersey

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 matter.

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

Foreclosure Manager

Representing Lenders in
Pennsylvania and New Jersey

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 matter.

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

Foreclosure Manager

Representing Lenders in
Pennsylvania and New Jersey

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 immediate discontinue the advertising of the sale and processing or posting of the Notice of Sale.

Please return the original Writ of Execution to the Prothonotary as soon as possible.

Thank you for your correspondence in this matter.

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

FILED
M/19/2016 11:11 a
S OCT 19 2016
200 pd 1c Atty. Tsai
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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 : Court of Common Pleas
WELLS FARGO HOME MORTGAGE, INC. :
Plaintiff : Civil Division
v. :
: CLEARFIELD County.
: No. 2006-1893-CD
GREGORY PAUL HUNTER :
KIMBERLY D.M. HUNTER :
Defendants :
:

PRAECIPE

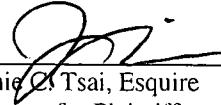
TO THE PROTHONOTARY:

- 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,
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1617 JFK Boulevard, Suite 1400
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Jennie.Tsai@phelanhallinan.com
Identification No: 315213
215-563-7000

Attorney For Plaintiff

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 : **No. 2006-1893-CD**
KIMBERLY D.M. HUNTER :
Defendants :
CERTIFICATION OF SERVICE

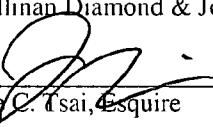
I hereby certify true and correct copies of the foregoing Plaintiff's Praeclipe was served by regular mail to the person(s) on the date listed below:

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

Date: OCT 18 2016

Phelan Hallinan Diamond & Jones, LLP

By:


Jennie C. Tsai, Esquire

Attorney for Plaintiff

PH # 638068