

06-2033-CD

Wells Fargo vs Kevin A. Myers et al

2006-2033-CD
Wells Fargo Bank et al vs Kevin Myers et al

**THIS IS AN ATTEMPT TO COLLECT A DEBT
ANY INFORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE**

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 ANYT 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 REUQUEST 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 RECFCIPT 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.

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A.,	:	COURT OF COMMON PLEAS
successor by merger to Wells	:	CLEARFIELD COUNTY
Fargo Home Mortgage, Inc.	:	
3476 Stateview Boulevard	:	
Fort Mill, SC 29715	:	
	:	Case No:
Plaintiff	:	
	:	
vs.	:	
Kevin A. Myers and	:	
Kara L. Myers	:	
243 Fourth Street	:	
Madera, PA 16661	:	

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE**

1. Plaintiff is Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., and formerly known as Norwest Mortgage, Inc., a bank organized and existing under state law, with offices for the conduct of business at 3476 Stateview Boulevard, Fort Mill, SC 29715.

2. Defendants, Kevin A. Myers and Kara L. Myers are the mortgagors and real owners of premises 243 Fourth Street, Madera, PA 16661, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a

certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Norwest Mortgage, Inc. d/b/a Directors Acceptance on August 6, 1999, which mortgage was recorded on August 11, 1999 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #199913211, secured on premises 243 Fourth Street, Madera, PA 16661 a true and correct description of which is attached hereto as Exhibit I.

4. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

5. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from August 2006 and each month thereafter, up to and including the present time.

6. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

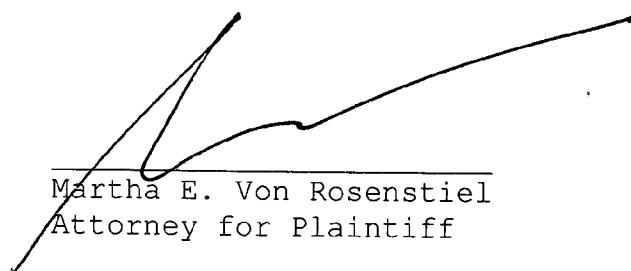
Principal Balance	\$31,133.88
Interest from 07/01/06 to 12/04/06	
At \$10.34 per diem	\$ 1,623.38
Accrued late charges to 12/04/06	\$ 52.95
Accrued Escrow deficit to 12/04/06	\$ 1,048.43
Corporate Advances	\$ 3,312.35
Attorney's fee (5% of unpaid Principal Balance)	\$ 1,556.69
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00

Notarizations	\$ 10.00
TOTAL	\$39,302.68

8. 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 Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

9. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$39,302.68, plus per diem interest at \$10.34 from December 5, 2006 to the date of judgment plus costs thereon.



Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.

Martha E. Von Rosenstiel

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, having thereon erected a two-story, frame dwelling, designated by the Middle Pennsylvania Coal Corporation, former Grantor, as House No. 243 and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of lot on Fourth Street, now or formerly owned by John Davidson, Jr.; thence along Fourth Street North twenty degrees twenty-six minutes East (N 20 deg. 26' E) fifty (50') feet to a post at the Southwest corner of another lot, now or formerly of the Middle Pennsylvania Coal Corporation, a former Grantor; thence thereby South sixty-nine degrees thirty-four minutes East (S 69 deg. 34' E) one hundred (100') feet to post corner on an alley; thence thereby South twenty degrees twenty-six minutes West (S 20 deg. 26' W) fifty (50') feet to the Northeast corner of the lot now or formerly of John Davidson, Jr.; thence thereby North sixty-nine degrees thirty-four minutes West (N 69 deg. 34' W) one hundred (100') feet to post and place of beginning.

Tax Parcel #103-K14-487-41

EXHIBIT 1

Wells Fargo Home Mortgage
P.O. Box 1225
Charlotte, NC 28201-1225



October 2, 2006

7100 4047 5100 3208 2105

Myers

Property Address

KEVIN A MYERS
243 FOURTH ST
MADERA PA 16661

000078/581Act91

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers

Mortgaged Premises: Kara L. Myers
243 Fourth St.
Madera, PA 16661

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE-PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

NOV 07 2006 EXHIBIT 

HOMEOWNER'S NAME(S):	<u>Kevin A. Myers Kara L. Myers</u>
PROPERTY ADDRESS:	<u>243 Fourth St.</u> <u>Madera, PA 16661</u>
LOAN ACCT. NO.:	<u>5043924</u>
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	<u>WELLS FARGO BANK, N.A.</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** **IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** **THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

000078/591

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 243 Fourth St.

Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>August 2006 - October 2006</u>	<u>\$1,219.05</u>
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Other charges (explain/itemize):	Late Charges	\$35.30
Other Fees (if applicable)		\$15.00
Suspense Amount		-\$0.00
TOTAL AMOUNT PAST DUE:	\$1,269.35	

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,269.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

000078/591

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Wells Fargo Home Mortgage
Address:	3476 Stateview Boulevard
	Fort Mill, SC 29715
Phone Number:	1-800-766-0987
Fax Number:	803-396-6063
Contact Person:	Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You ____ may or ____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6536
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Wells Fargo Home Mortgage
P.O. Box 1225
Charlotte, NC 28201-1225

20030 VAL ACT Letters Kara



L
Myers

October 2, 2006

7100 4047 5100 3208 2112

KARA L MYERS
243 FOURTH ST
MADERA PA 16661

000079/591Ac191

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers
Kara L. Myers
Mortgaged Premises: 243 Fourth St.
Madera, PA 16661

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

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SCANNED

HOMEOWNER'S NAME(S):	<u>Kevin A. Myers Kara L. Myers</u>
PROPERTY ADDRESS:	<u>243 Fourth St.</u> <u>Madera, PA 16661</u>
LOAN ACCT. NO.:	<u>5043924</u>
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	<u>WELLS FARGO BANK, N.A.</u>

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000079/59

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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August 2006 - October 2006 \$1,219.05

Other charges (explain/itemize):	<u>Late Charges</u>	<u>\$35.30</u>
Other Fees (if applicable)		<u>\$15.00</u>
Suspense Amount		<u>-\$0.00</u>
TOTAL AMOUNT PAST DUE:		<u>\$1,269.35</u>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,269.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

000079/581

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Wells Fargo Home Mortgage
Address:	3476 Stateview Boulevard
	Fort Mill, SC 29715
Phone Number:	1-800-766-0987
Fax Number:	803-396-6063
Contact Person:	Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

*20030VAL ACT letters*P.O. Box 1225
Charlotte, NC 28201-1225*Kara L Myers
Mailing address*

October 2, 2006

000073/591Act91

KARA L MYERS
P.O. BOX 523
MADERA PA 16661

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortagor(s): Kevin A. Myers
Kara L. Myers
Mortaged Premises: 243 Fourth St.
Madera, PA 16661

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

NOV 07 2006

HOMEOWNER'S NAME(S):

Kevin A. Myers Kara L. Myers

PROPERTY ADDRESS:

243 Fourth St.
Madera, PA 16661

LOAN ACCT. NO.:

5043924

ORIGINAL LENDER:

WELLS FARGO BANK, N.A.

CURRENT LENDER/SERVICER:

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

073/581

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 243 Fourth St.
Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
August 2006 - October 2006 \$1,219.05

Other charges (explain/itemize):	Late Charges	\$35.30
Other Fees (if applicable)		\$15.00
		-\$0.00
		<u>\$1,269.35</u>

TOTAL AMOUNT PAST DUE:

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,269.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

000073/591

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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HOW TO CONTACT THE LENDER:

Name of Lender: Wells Fargo Home Mortgage
Address: 3476 Stateview Boulevard
Phone Number: 1-800-766-0987
Fax Number: 803-396-6063
Contact Person: Clarice Townsend

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FAX# (814) 944-5747

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Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

20030 Val Act Letters

Kevin A Myers

P.O. Box 1225
Charlotte, NC 28201-1225Mailings address
=

October 2, 2006

000072/591Act91

KEVIN A MYERS
P.O. BOX 523
MADERA PA 16661

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers
Kara L. Myers
Mortgaged Premises: 243 Fourth St.
Madera, PA 16661

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

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NOV 07 2006

HOMEOWNER'S NAME(S):

Kevin A. Myers Kara L. Myers

PROPERTY ADDRESS:

243 Fourth St.
Madera, PA 16661

LOAN ACCT. NO.:

5043924

ORIGINAL LENDER:

WELLS FARGO BANK, N.A.

CURRENT LENDER/SERVICER:

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
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0072/b81

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August 2006 - October 2006 \$1,219.05

Other charges (explain/itemize):	Late Charges	\$35.30
Other Fees (if applicable)		\$15.00
Suspense Amount		-\$0.00
		\$1,269.35

TOTAL AMOUNT PAST DUE:

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WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

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OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

000072/681

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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HOW TO CONTACT THE LENDER:

Name of Lender:	Wells Fargo Home Mortgage
Address:	3476 Stateview Boulevard
	Fort Mill, SC 29715
Phone Number:	1-800-766-0987
Fax Number:	803-396-6063
Contact Person:	Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
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PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Kystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Suite 6
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A., successor by merger : COURT OF COMMON PLEAS
to Wells Fargo Home Mortgage, Inc. : Clearfield COUNTY

Plaintiff

vs.

Kevin A. Myers and Kara L. Myers

Defendant(s)

Case No: 06-2033-CD

PRAECIPE TO SUBSTITUTE VERIFCATION

TO THE PROTHONOTARY:

Kindly substitute the verification of Julie Matta for the verification of Martha E. Von Rosenstiel attached to Plaintiff's Complaint in Mortgage Foreclosure that was filed on or about December 5, 2006.

Martha E. Von Rosenstiel, Esquire
Attorney for Plaintiff

Dated: December 14, 2006

FILED NO cc
m 12:54 PM
DEC 15 2006 6P

William A. Shaw
Prothonotary/Clerk of Courts

Loan # 5043924

VERIFICATION

Julie Matta hereby states that he/she is the Vice President Loan Documentation of Wells Fargo (Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.), plaintiff herein; that he/she is duly authorized to make this Verification on behalf of Plaintiff and verifies that the statements made in the foregoing pleading/document are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


BY: Julie Matta
Title: Vice President Loan Documentation
Wells Fargo (Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.), Plaintiff

Dated: 12/4/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102220
NO: 06-2033-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: KEVIN A. MYERS and KARA L. MYERS

SHERIFF RETURN

NOW, January 04, 2007 AT 1:46 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN A. MYERS DEFENDANT AT 243 FOURTH ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN A. MYERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

01/30/2007
MAR 16 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102220**

WELLS FARGO BANK, N.A.

Case # **06-2033-CD**

vs.

KEVIN A. MYERS and KARA L. MYERS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 16, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KARA L. MYERS, DEFENDANT. RESIDES IN CAMBRIA COUNTY, ADDRESS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102220
NO: 06-2033-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: KEVIN A. MYERS and KARA L. MYERS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ROSENSTIEL	16065	20.00
SHERIFF HAWKINS	ROSENSTIEL	16065	80.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

✓ Chester A. Hawkins
Sheriff

#20030-CS

CFC

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID # 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A.,
successor by merger to Wells
Fargo Home Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

Plaintiff

vs.

Kevin A. Myers and
Kara L. Myers
243 Fourth Street
Madera, PA 16661

: Case No: 010-2033-CJ

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

DEC 05 2006

Defendants

Attest.

CIVIL ACTION - MORTGAGE FORECLOSURE

William L. Bane
Prothonotary/
Clerk of Courts

THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE

NOTICE

ADVISOR

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 ELEGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO. ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO. SI USTED NO TIENE EL DINERO SUFFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO.

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

**THIS IS AN ATTEMPT TO COLLECT A DEBT
ANY INFORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE**

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.

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A., : COURT OF COMMON PLEAS
successor by merger to Wells : CLEARFIELD COUNTY
Fargo Home Mortgage, Inc. :
3476 Stateview Boulevard :
Fort Mill, SC 29715 :
: Case No:
Plaintiff :
: vs.
Kevin A. Myers and :
Kara L. Myers :
243 Fourth Street :
Madera, PA 16661 :
Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE**

1. Plaintiff is Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., and formerly known as Norwest Mortgage, Inc., a bank organized and existing under state law, with offices for the conduct of business at 3476 Stateview Boulevard, Fort Mill, SC 29715.

2. Defendants, Kevin A. Myers and Kara L. Myers are the mortgagors and real owners of premises 243 Fourth Street, Madera, PA 16661, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a

certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Norwest Mortgage, Inc. d/b/a Directors Acceptance on August 6, 1999, which mortgage was recorded on August 11, 1999 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #199913211, secured on premises 243 Fourth Street, Madera, PA 16661 a true and correct description of which is attached hereto as Exhibit I.

4. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

5. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from August 2006 and each month thereafter, up to and including the present time.

6. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

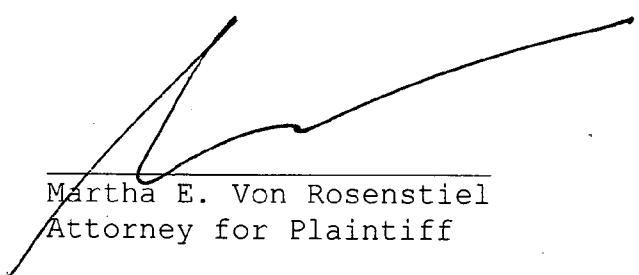
Principal Balance	\$31,133.88
Interest from 07/01/06 to 12/04/06	
At \$10.34 per diem	\$ 1,623.38
Accrued late charges to 12/04/06	\$ 52.95
Accrued Escrow deficit to 12/04/06	\$ 1,048.43
Corporate Advances	\$ 3,312.35
Attorney's fee (5% of unpaid Principal Balance)	\$ 1,556.69
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00

Notarizations	\$ 10.00
TOTAL	\$39,302.68

8. 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 Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

9. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$39,302.68, plus per diem interest at \$10.34 from December 5, 2006 to the date of judgment plus costs thereon.



Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa. R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Martha E. Von Rosenstiel

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, having thereon erected a two-story, frame dwelling, designated by the Middle Pennsylvania Coal Corporation, former Grantor, as House No. 243 and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of lot on Fourth Street, now or formerly owned by John Davidson, Jr.; thence along Fourth Street North twenty degrees twenty-six minutes East (N 20 deg. 26' E) fifty (50') feet to a post at the Southwest corner of another lot, now or formerly of the Middle Pennsylvania Coal Corporation, a former Grantor; thence thereby South sixty-nine degrees thirty-four minutes East (S 69 deg. 34' E) one hundred (100') feet to post corner on an alley; thence thereby South twenty degrees twenty-six minutes West (S 20 deg. 26' W) fifty (50') feet to the Northeast corner of the lot now or formerly of John Davidson, Jr.; thence thereby North sixty-nine degrees thirty-four minutes West (N 69 deg. 34' W) one hundred (100') feet to post and place of beginning.

Tax Parcel #103-K14-487-41

EXHIBIT 1

Wellis Fargo Home Mortgage
P.O. Box 1225
Charlotte, NC 28201-1225



October 2, 2006

7100 4047 5100 3208 2105

Myers

Property Address

KEVIN A MYERS
243 FOURTH ST
MADERA PA 16661

000078/591Act91

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers
Mortgaged Premises: Kara L. Myers
243 Fourth St.
Madera, PA 16661

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM", EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

NOV 07 2006 EXHIBIT 

HOMEOWNER'S NAME(S):	Kevin A. Myers Kara L. Myers
PROPERTY ADDRESS:	243 Fourth St. Madera, PA 16661
LOAN ACCT. NO.:	5043924
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	WELLS FARGO BANK, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.**

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

000078/591

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 243 Fourth St.

Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

August 2006 - October 2006

\$1,219.05

Other charges (explain/itemize):	<u>Late Charges</u>	<u>\$35.30</u>
Other Fees (if applicable)		<u>\$15.00</u>
Suspense Amount		<u>-\$0.00</u>
TOTAL AMOUNT PAST DUE:		<u>\$1,269.35</u>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,269.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

000078/591

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Wells Fargo Home Mortgage
Address:	3476 Stateview Boulevard
	Fort Mill, SC 29715
Phone Number:	1-800-766-0987
Fax Number:	803-396-6063
Contact Person:	Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Wells Fargo Home Mortgage
P.O. Box 1225
Charlotte, NC 28201-1225

20030 VAL ACT letters Kara



L
Myers

October 2, 2006

7100 4047 5100 3208 2132

000079/591A6191

KARA L MYERS
243 FOURTH ST
MADERA PA 16661

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers

Mortgaged Premises: Kara L. Myers
243 Fourth St.
Madera, PA 16661

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TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

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NOV 7 2006

HOMEOWNER'S NAME(S):	Kevin A. Myers Kara L. Myers
PROPERTY ADDRESS:	243 Fourth St. Madera, PA 16661
LOAN ACCT. NO.:	5043924
ORIGINAL LENDER:	
CURRENT LENDER/SERVICER:	WELLS FARGO BANK, N.A.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

000079/591

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 243 Fourth St.

Madera, PA 16661
IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

<u>August 2006 - October 2006</u>	<u>\$1,219.05</u>
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Other charges (explain/itemize):	Late Charges	\$35.30
Other Fees (if applicable)		\$15.00
Suspense Amount		-\$0.00
TOTAL AMOUNT PAST DUE:		\$1,269.35

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,269.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

000079/501

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Wells Fargo Home Mortgage
Address:	3476 Stateview Boulevard
	Fort Mill, SC 29715
Phone Number:	1-800-766-0987
Fax Number:	803-396-6063
Contact Person:	Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You ____ may or ____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

20030 VAL Act letters

P.O. Box 1225
Charlotte, NC 28201-1225Kara L Myers
Mailing address

October 2, 2006

000073/591Act91

KARA L MYERS
P.O. BOX 523
MADERA PA 16661

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers
Kara L. Myers
Mortgaged Premises: 243 Fourth St.
Madera, PA 16661

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

NOV 07 2006

HOMEOWNER'S NAME(S):

Kevin A. Myers Kara L. Myers

PROPERTY ADDRESS:

243 Fourth St.
Madera, PA 16661

LOAN ACCT. NO.:

5043924

ORIGINAL LENDER:

WELLS FARGO BANK, N.A.

CURRENT LENDER/SERVICER:

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
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YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

1561

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(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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Madera, PA 16661

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A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
August 2006 - October 2006 \$1,219.05

Other charges (explain/itemize):	Late Charges	\$35.30
Other Fees (if applicable)		\$15.00
Suspense Amount		-\$0.00
		\$1,269.35

TOTAL AMOUNT PAST DUE:

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,269.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
X2501-01H
DES MOINES, IOWA 50328

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000073/591

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Wells Fargo Home Mortgage
Address: 3476 Stateview Boulevard
Fort Mill, SC 29715
Phone Number: 1-800-766-0987
Fax Number: 803-396-6063
Contact Person: Clarice Townsend

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may or may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
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CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX# (814) 539-1688

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX# (724) 465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

20030 VAL ACT Letters
Kevin A Myers

P.O. Box 1225
Charlotte, NC 28201-1225

Mailings address
=

October 2, 2006

000072/591Act91

KEVIN A MYERS
P.O. BOX 523
MADERA PA 16661

RE: Wells Fargo Home Mortgage Loan Number 5043924

Mortgagor(s): Kevin A. Myers
Kara L. Myers
Mortgaged Premises: 243 Fourth St.
Madera, PA 16661

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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NOV 07 2006

000072/b91

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FAX# (814) 944-5747

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FAX# (814) 238-3669

CCCS of Western Pennsylvania
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Suite 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR: COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC. :

Plaintiff

Case No: 06-2033-CD

vs.

KEVIN A. MYERS AND KARA L. MYERS

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

To the Prothonotary:

Kindly reinstate the Complaint in Mortgage Foreclosure in the above matter.



Martha E. Von Rosenstiel
Attorney for Plaintiff

DATED: March 20, 2007

FILED Atty pd. 7.00
M 13 03 2007 MAR 28 2007
William A. Shaw Reinstated
Prothonotary/Clerk of Courts to Sheriff
Compl.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102628
NO: 06-2033-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: KEVIN A. MYERS and KARA L. MYERS

SHERIFF RETURN

NOW, April 11, 2007, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KARA L. MYERS.

NOW, April 17, 2007 AT 1:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KARA L. MYERS, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
03/15 LM
AUG 15 2007
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102628
NO: 06-2033-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.
vs.
DEFENDANT: KEVIN A. MYERS and KARA L. MYERS

SHERIFF RETURN

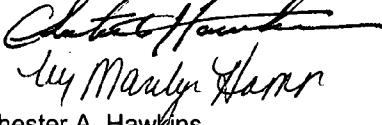
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ROSENSTIEL	18890	10.00
SHERIFF HAWKINS	ROSENSTIEL	18890	12.00
CAMBRIA CO.	ROSENSTIEL	18891	79.20

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

CASE # PLAINTIFF
90089-07 WELLS FARGO BANK 06-2033
DATE 4/17/07

DEFENDANT
MYERS, KEVIN A

AT 1:40PM - SERVED THE COMPLAINT IN MORTGAGE FCL UPON KARA
MYERS BY HANDING A TRUE AND ATTESTED COPY THEREOF TO HER
PERSONALLY AT 187 ROSELAND ROAD, FLINTON, PA 16640 AND MAKING
CONTENTS THEREOF KNOWN TO HER.

MY COSTS PAID BY PLAINTIFF'S ATTORNEY.

SHERIFF COST \$76.20
PROTHONOTARY 3.00
TOTAL \$79.20

SO ANSWERS,

Bob Kolar

BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 30TH DAY OF APRIL 2007

Ditty Berkovitz

PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR BY
MERGER TO WELLS FARGO HOME MORTGAGE,
INC.

Plaintiff :
v. : NO. 06-2033-CD

KEVIN A. MYERS AND KARA L. MYERS

Defendants :

ORDER

AND NOW, this **20** day of **August** 2007, upon consideration of Plaintiff's Motion
to File Affidavits of Service Returns, and any response thereto (if any), it is hereby:

ORDERED AND DECREED that the Clearfield County Sheriff's Office is hereby ordered
to file all affidavits of service returns in the above-captioned matter within ten (10) days from the
date of this Order.

BY THE COURT:



J.

FILED ^{1cc Aug}
^{09/5/07} ^{Claeys}
AUG 21 2007

William A. Shaw ^{1cc Sheriff}
Prothonotary/Clerk of Courts

(GK)

FILED

AUG 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/21/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

Martha E. Von Rosenstiel, P.C.
Keri P. Claeys, Esquire
649 South Avenue, Unit #7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Attorney for Plaintiff

FILED NO
M110-3987 CC
AUG 13 2007
6W

William A. Shaw
Prothonotary/Clerk of Courts

WELLS FARGO BANK, N.A., SUCCESSOR BY
MERGER TO WELLS FARGO HOME MORTGAGE,
INC.

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Plaintiff : NO. 06-2033-CD
v.

KEVIN A. MYERS AND KARA L. MYERS

Defendants :

PLAINTIFF'S MOTION TO SET ASIDE SHERIFF'S SALE

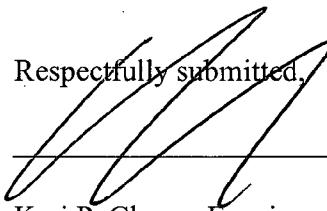
Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. by and through its attorneys, Martha E. Von Rosenstiel, P.C., hereby requests that Your Honorable Court enter an Order requiring the Clearfield County Sheriff's Office to file all affidavits of service returns and, in support thereof, avers the following:

1. The Defendants, Kevin A. Myers and Kara L. Myers, made, executed and delivered a mortgage upon the premises located at 243 Fourth Street, Madera, PA 16661 (hereinafter "Subject Premises") to Norwest Mortgage, Inc. DBA Directors Acceptance on August 6, 1999, which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 199913211.
2. For the Defendants' failure to make monthly mortgage payments due August 1, 2006 and each month thereafter, the Plaintiff commenced this action by filing a Complaint in Mortgage Foreclosure on or about December 5, 2006.

3. The Defendants were served with Plaintiff's Complaint in Mortgage Foreclosure by the Sheriff's Office of Clearfield County on January 4, 2007 and April 17, 2007.
4. As to date, the Sheriff of Clearfield County has not filed its service returns for the above-captioned matter.
5. The Plaintiff cannot proceed with filing its praecipe for default judgment without the Sheriff's Office filing the affidavits of service returns with the Court.
6. The Plaintiff is being unduly prejudice by not being able to file its praecipe for default judgment and subsequently its writ of execution.
7. The Plaintiff is seeking an Order from the Court requiring the Sheriff of Clearfield County to file all affidavits of service returns to date with the Court within ten (10) days.

WHEREFORE, Plaintiff respectfully requests that Your Honorable Court enter an Order requiring the Sheriff of Clearfield County to file all affidavits of service returns in the above-captioned matter within ten (10) days.

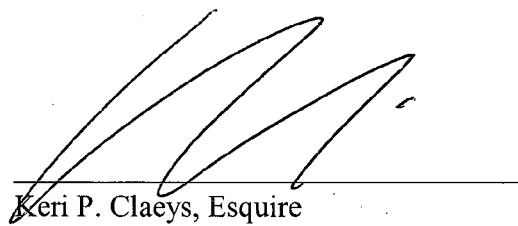
Respectfully submitted,


Keri P. Claeys, Esquire
Martha E. Von Rosenstiel, P.C.
649 South Avenue, Unit #7
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Date: August 9, 2007

VERIFICATION

Keri P. Claeys, Esquire, hereby states that she is the attorney for the Plaintiff and that is authorized to take this Verification and that the averments in the foregoing Motion to File Affidavits of Service Returns are true and correct to the best of her knowledge. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. 4904 relating to unsworn falsification to authorities.



Keri P. Claeys, Esquire

Date: August 9, 2007

Martha E. Von Rosenstiel, P.C.
Keri P. Claeys, Esquire
649 South Avenue, Unit #7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR BY
MERGER TO WELLS FARGO HOME MORTGAGE,
INC.

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

v.
KEVIN A. MYERS AND KARA L. MYERS

Plaintiff : NO. 06-2033-CD

Defendants :

CERTIFICATION OF SERVICE

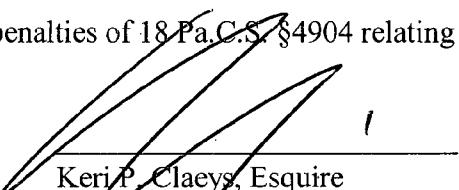
Keri P. Claeys, Esquire hereby certifies that she is the attorney for the Plaintiff herein, and that service of the Motion to File Affidavits of Service Returns and proposed order in the above matter was made upon the following:

Kevin A. Myers and Kara L. Myers
243 Fourth Street
Madera, PA 16661

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

by regular first class mail, postage prepaid, deposited with the United States Postal Service on August 9, 2007.

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


Keri P. Claeys, Esquire
Attorney for Plaintiff

Dated: August 9, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., SUCCESSOR BY
MERGER TO WELLS FARGO HOME MORTGAGE,
INC.

V.

NO. 06-2033-CD

KEVIN A. MYERS AND KARA L. MYERS

FILED

AUG 30 2007

M 11:45 (w)

William A. Shaw
Prothonotary/Clerk of Courts
CERT TO Court
DEFT. w/NOTICE

PRAECIPE FOR DEFAULT JUDGMENT

To the Prothonotary:

(XX) Enter judgment in favor of Plaintiff and against: Kevin A. Myers and Kara L. Myers for want of an answer.

(X) Assess Damages as Follows

Debt	\$ 39,302.68
Interest from 12/5/06 to 8/30/2007	
At \$10.34 per diem	\$ 2,781.46
Total	\$ 42,084.14

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT. I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of this Praecipe. A copy of the Notice is attached. R.C.P. 237.1



Attorney for Plaintiff

Martha E. Von Rosenstiel Attorney I.D. #52634

Print/Type Name and ID Number

Phone: (610) 328-2887

This 30th day of August, 2007 judgment is entered in favor of the Plaintiff and against Defendant(s), Kevin A. Myers and Kara L. Myers by default for want of an answer and damages assessed at the sum of \$42,084.14 as per the above certification.



Prothonotary, Clearfield County

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC. :
3476 Stateview Boulevard :
Fort Mill, SC 29715 :
Plaintiff : Case No: 06-2033-CD
vs. :
KEVIN A. MYERS AND KARA L. MYERS :
243 Fourth Street :
Madera, PA 16661 :
Defendant

TO:
Kara L. Myers
243 Fourth Street
Madera, PA 16661

IMPORTANT NOTICE

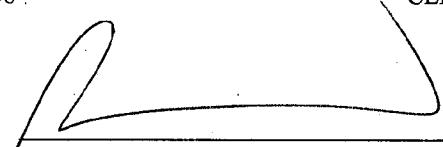
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

YOU SHOULD TAKE THIS NOTICE TO A 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
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG PA 17108
800-692-7375

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
CLEARFIELD, PA 16830


Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: June 04, 2007

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
 Martha E. Von Rosenstiel
 649 South Avenue, P.O. Box 307
 Secane, PA 19018
 (610) 328-2887
 Attorney I.D.# 52634

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
 BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
 MORTGAGE, INC.
 3476 Stateview Boulevard :
 Fort Mill, SC 29715 :
 Plaintiff : Case No: 06-2033-CD
 vs.
 KEVIN A. MYERS AND KARA L. MYERS :
 243 Fourth Street :
 Madera, PA 16661 :
 Defendant

TO:

Kevin A. Myers
 243 Fourth Street
 Madera, PA 16661

IMPORTANT NOTICE

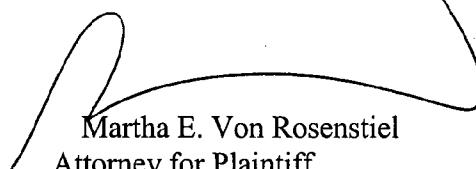
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CLEARFIELD COUNTY
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 HARRISBURG PA 17108
 800-692-7375

DAVID S. MEHOLICK
 COURT ADMINISTRATOR
 CLEARFIELD COUNTY COURT HOUSE
 CLEARFIELD, PA 16830


 Martha E. Von Rosenstiel
 Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
649 South Avenue, Unit 6
Secane, PA 19018
610-328-2887
Attorney I.D.# 52634

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC. :
Plaintiff :
vs. :
No: 06-2033-CD

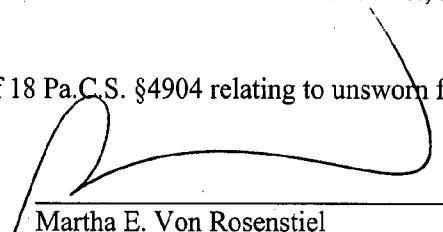
KEVIN A. MYERS AND KARA L. MYERS
Defendant(S)

NON MILITARY AFFIDAVIT

Martha E. Von Rosenstiel, Esquire hereby certifies that:

1. I am the attorney for the plaintiff herein.
2. The individual involved in this action is the owner of the premises described in the mortgage underlying this action.
3. The procedures of the Law Office of Martha E. Von Rosenstiel, P.C. are designed to discover facts concerning the military status of the mortgagor(s) and/or real owner(s).
4. Said procedures were followed in connection with the instant foreclosure proceeding.
5. Inquiry made with the Department of Defense, has confirmed that the defendant(s) is/are not in the military.
5. On information and belief, named mortgagor(s) and real owner(s) is/are not incompetent nor a service member in military service as defined by the Servicemembers Civil Relief Act, 50 U.S.C. Appx. Section 501 et seq.

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


Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: August 30, 2007



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

Kara L. Myers
187 Roseland Road
Flinton, PA 16440

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
MERGER TO WELLS FARGO HOME MORTGAGE, : CLEARFIELD COUNTY
INC. :
PLAINTIFF :
VS. : NO: 06-2033-CD

KEVIN A. MYERS AND KARA L. MYERS
DEFENDANT(S) :

Notice

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below in the amount of \$42,084.14 on August 30, 2007.

William A. Shaw, Sr.
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Court Findings

If you have any questions concerning this notice, please call: Attorney Martha E. Von Rosenstiel, Esquire at this telephone number: 610-328-2887.



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

Kevin A. Myers and Kara L. Myers
243 Fourth Street
Madera, PA 16661

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
MERGER TO WELLS FARGO HOME MORTGAGE, : CLEARFIELD COUNTY
INC. :
PLAINTIFF :
VS. :
NO: 06-2033-CD

KEVIN A. MYERS AND KARA L. MYERS
DEFENDANT(S) :

:

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ws
William A. Shaw, *Sr.*
Prothonotary

- Judgment by Default
- Money Judgment
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- Judgment on Award of Arbitration
- Judgment on Court Findings

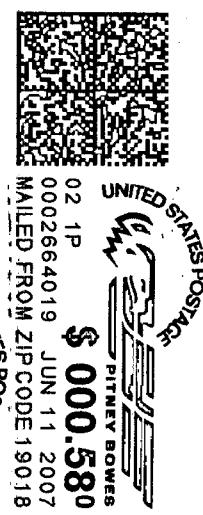
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Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, Pa. 16830

FILED

SEP 04 2007

William A. Shaw
Prothonotary/Clerk of Courts



Kevin A. Myers and Kara L. Myers
243 Fourth Street
Madera, PA 16661

RECEIVED 165 DC 1 00 09/01/07

NO RETURN TO SENDER
NO MAIL RECEIPT
UNABLE TO FORWARD

BC: 16830244899 *2343-01437-30-39

168302448



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

Kevin A. Myers and Kara L. Myers
243 Fourth Street
Madera, PA16661

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
MERGER TO WELLS FARGO HOME MORTGAGE, : CLEARFIELD COUNTY
INC.

PLAINTIFF

VS. NO: 06-2033-CD

KEVIN A. MYERS AND KARA L. MYERS
DEFENDANT(S)

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William A. Shaw, Sr.
William A. Shaw, Sr.
Prothonotary

- Judgment by Default
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- Judgment on Court Findings

If you have any questions concerning this notice, please call: Attorney Martha E. Von Rosenstiel, Esquire at this telephone number: 610-328-2887.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., SUCCESSOR BY
MERGER TO WELLS FARGO HOME MORTGAGE,
INC.

V.

I hereby certify this to be a true
NO. 06-2033-CD, ~~dated~~ copy of the original
statement filed in this case.

KEVIN A. MYERS AND KARA L. MYERS

AUG 30 2007

PRAECIPE FOR DEFAULT JUDGMENT

William J. Chene
Prothonotary/
Clerk of Courts

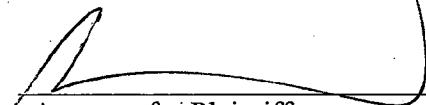
To the Prothonotary:

(XX) Enter judgment in favor of Plaintiff and against: Kevin A. Myers and Kara L. Myers for want of an answer.

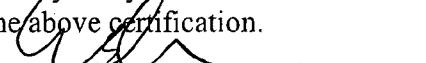
(X) Assess Damages as Follows

Debt	\$ 39,302.68
Interest from 12/5/06 to 8/30/2007	\$ 2,781.46
At \$10.34 per diem	\$ 42,084.14
Total	

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT. I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of this Praecipe. A copy of the Notice is attached. R.C.P. 237.1


 Attorney for Plaintiff
 Martha E. Von Rosenstiel Attorney I.D. #52634
 Print/Type Name and ID Number
 Phone: (610) 328-2887

This ^{30th day of August, 2007 judgment is entered in favor of the Plaintiff and against Defendant(s), Kevin A. Myers and Kara L. Myers by default for want of an answer and damages assessed at the sum of \$42,084.14 as per the above certification.}


 Prothonotary, Clearfield County

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715
Plaintiff

vs.

KEVIN A. MYERS AND KARA L. MYERS :
243 Fourth Street
Madera, PA 16661
Defendant

Case No: 06-2033-CD

TO:

Kara L. Myers
243 Fourth Street
Madera, PA 16661

IMPORTANT NOTICE

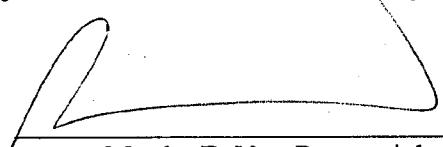
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CLEARFIELD COUNTY
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG PA 17108
800-692-7375

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
CLEARFIELD, PA 16830


Martha E. Von Rosenstiel
Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
 Martha E. Von Rosenstiel
 649 South Avenue, P.O. Box 307
 Secane, PA 19018
 (610) 328-2887
 Attorney I.D.# 52634

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
 BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
 MORTGAGE, INC.
 3476 Stateview Boulevard
 Fort Mill, SC 29715
 Plaintiff : Case No: 06-2033-CD
 vs.
 KEVIN A. MYERS AND KARA L. MYERS :
 243 Fourth Street
 Madera, PA 16661
 Defendant

TO:

Kevin A. Myers
 243 Fourth Street
 Madera, PA 16661

IMPORTANT NOTICE

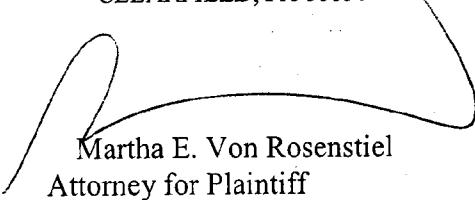
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CLEARFIELD COUNTY
 PENNSYLVANIA BAR ASSOCIATION
 P.O. BOX 186
 HARRISBURG PA 17108
 800-692-7375

DAVID S. MEHOLICK
 COURT ADMINISTRATOR
 CLEARFIELD COUNTY COURT HOUSE
 CLEARFIELD, PA 16830


 Martha E. Von Rosenstiel
 Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
649 South Avenue, Unit 6
Secane, PA 19018
610-328-2887
Attorney I.D.# 52634

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC. :
Plaintiff :
vs. : No: 06-2033-CD

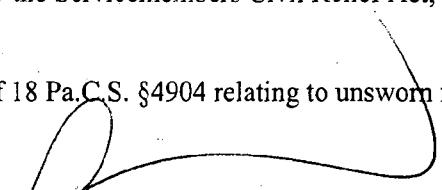
KEVIN A. MYERS AND KARA L. MYERS
Defendant(S)

NON MILITARY AFFIDAVIT

Martha E. Von Rosenstiel, Esquire hereby certifies that:

1. I am the attorney for the plaintiff herein.
2. The individual involved in this action is the owner of the premises described in the mortgage underlying this action.
3. The procedures of the Law Office of Martha E. Von Rosenstiel, P.C. are designed to discover facts concerning the military status of the mortgagor(s) and/or real owner(s).
4. Said procedures were followed in connection with the instant foreclosure proceeding.
5. Inquiry made with the Department of Defense, has confirmed that the defendant(s) is/are not in the military.
5. On information and belief, named mortgagor(s) and real owner(s) is/are not incompetent nor a service member in military service as defined by the Servicemembers Civil Relief Act, 50 U.S.C. Appx. Section 501 et seq.

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


Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: August 30, 2007



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

Kara L. Myers
187 Roseland Road
Flinton, PA 16440

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
MERGER TO WELLS FARGO HOME MORTGAGE, : CLEARFIELD COUNTY
INC. :
PLAINTIFF :
VS. : NO: 06-2033-CD
KEVIN A. MYERS AND KARA L. MYERS :
DEFENDANT(S) :

Notice

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below in the amount of \$42,084.14 on August 30, 2007.

William A. Shaw, Sr.
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Court Findings

If you have any questions concerning this notice, please call: Attorney Martha E. Von Rosenstiel, Esquire at this telephone number: 610-328-2887.

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

FILED

SEP 14 2007

12:30 (WED)

William A. Shaw
Prothonotary/Clerk of Courts

FEE TO ATTY +
SHEFF.

6 WHTS TO SHAW

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Home Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill SC 29715

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff : No: 06-2033-CD

vs.

Kevin A. Myers and Kara L. Myers
243 Fourth Street
Madera, PA 16661

Defendants

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter as follows:

Total Due \$42,084.14

Interest from 8/31/07 to
Sale Date @ \$6.92 per diem \$

Costs \$

Total \$

PREM: 243 Fourth Street
Madera, PA 16661

Prothonotary costs \$ 132.00

Martha E. Von Rosenstiel
Attorney for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, having thereon erected a two-story, frame dwelling, designated by the Middle Pennsylvanian Coal Corporation, former Grantor, as House No. 243 and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of lot on Fourth Street, now or formerly owned by John Davidson, Jr.; thence along Fourth Street North twenty degrees twenty-six minutes East (N 20 deg. 26' E) fifty (50') feet to a post at the Southwest corner of another lot, now or formerly of the Middle Pennsylvanian Coal Corporation, a former Grantor; thence thereby South sixty-nine degrees thirty-four minutes East (S 69 deg. 34' E) one hundred (100') feet to post corner on an alley; thence thereby South twenty degrees twenty-six minutes West (S 20 deg. 26' W) fifty (50') feet to the Northeast corner of the lot now or formerly of John Davidson, Jr.; thence thereby North sixty-nine degrees thirty-four minutes West (N 69 deg. 34' W) one hundred (100') feet to post and place of beginning.

Tax Parcel #103-K14-487-41

TITLE TO SAID PREMISES IS VESTED IN Kevin A. Myers and Kara L. Myers, his wife by Deed from Paul M. Fraley and Kathleen D. Fraley, his wife, dated 7/16/1999 and recorded 8/11/1999 in Instrument #199913210.

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A., successor by merger	:	COURT OF COMMON PLEAS
to Wells Fargo Home Mortgage, Inc.	:	CLEARFIELD COUNTY
3476 Stateview Boulevard	:	
Fort Mill SC 29715	:	
Plaintiff	:	
vs.	:	No: 06-2033-CD
Kevin A. Myers and Kara L. Myers	:	
243 Fourth Street	:	
Madera, PA 16661	:	
Defendants	:	

AFFIDAVIT OF NOTICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE :

MARTHA E. VON ROSENSTIEL, attorney for the plaintiff in the above action, sets forth as of the date the praecipe for the Writ of Execution was filed the following information concerning the real property located at 243 Fourth Street; Madera, PA 16661:

1. Name and address of owners(s) or reputed owner(s)

Kevin A. Myers
243 Fourth Street
Madera, PA 16661

Kara L. Myers
243 Fourth Street
Madera, PA 16661

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

Kevin A. Myers
243 Fourth Street
Madera, PA 16661

Kara L. Myers
243 Fourth Street
Madera, PA 16661

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

Christoff Mitchell Petroleum
P.O. Box 669
Phillipsburg, PA 16866

First National Bank of Pennsylvania
Alstan Mall, Suite 207
Monroeville, PA 15146

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

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17101

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

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

Attorney General of the United States
c/o Assistant Attorney General, Tax Division
U.S. Department of Justice
Post Office Box 227
Washington, DC 20044

PA Department of Revenue
Inheritance Tax Bureau
Strawberry Square, 11th Floor
Harrisburg, PA 17128-1100

Bureau of Compliance
Clearance Support Section/ATTN: Sheriff's Sale
Dept. 281230
Harrisburg, PA 17129-1230

Family Court/Domestic Relations Division
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 16830

Dept. of Public Welfare
Box 2675
Harrisburg, PA 17105

OCCUPANTS/TENANTS
243 Fourth Street
Madera, PA 16661

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

Martha E. Von Rosenstiel
Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A., successor by merger : COURT OF COMMON PLEAS
to Wells Fargo Home Mortgage, Inc. : CLEARFIELD COUNTY
3476 Stateview Boulevard :
Fort Mill SC 29715 :
:

Plaintiff : No: 06-2033-CD
vs.
Kevin A. Myers and Kara L. Myers :
243 Fourth Street :
Madera, PA 16661 :
:

Defendants :

:

CERTIFICATION

I hereby certify that I am the attorney of record for the plaintiff in this action against real property, and further certify that this property is:

() FHA – Tenant Occupied or Vacant
() Commercial
() As a result of a Complaint in Assumpsit
(X) That the plaintiff has complied in all respects with
Section 403 of the Mortgage Assistance Act including but not limited to:

(a) Service of the Notice on the defendants
(b) Expiration of the 30 days since Service of the
notice.
(c) Defendants failure to request or appear at meeting
with mortgagee or Consumer Credit Counseling
Agency.
(d) Defendants failure to file application with the
Homeowners Emergency Assistance Program.

I further agree to indemnify and hold harmless the Sheriff for any false statement given
herein.

Martha E. Von Rosenstiel, Esquire

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Home Mortgage, Inc.,

V_{S.}

NO.: 2006-02033-CD

Kevin A. Myers and
Kara L. Myers,

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Legal Description

(2)

AMOUNT DUE/PRINCIPAL: \$42,084.14
INTEREST FROM: 8/32/2007 to Sale Date @ \$6.92 per
diem
ATTY'S COMM: \$
DATE: 9/14/2007

PROTH. COSTS PAID: \$132.00
SHERIFF: \$
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Martha E. Von Rosenstiel, Esq.
649 South Ave., Unit 7
P.O. Box 307
Secane, PA 19018
610-328-2887

Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, having thereon erected a two-story, frame dwelling, designated by the Middle Pennsylvania Coal Corporation, former Grantor, as House No. 243 and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of lot on Fourth Street, now or formerly owned by John Davidson, Jr.; thence along Fourth Street North twenty degrees twenty-six minutes East (N 20 deg. 26' E) fifty (50') feet to a post at the Southwest corner of another lot, now or formerly of the Middle Pennsylvania Coal Corporation, a former Grantor; thence thereby South sixty-nine degrees thirty-four minutes East (S 69 deg. 34' E) one hundred (100') feet to post corner on an alley; thence thereby South twenty degrees twenty-six minutes West (S 20 deg. 26' W) fifty (50') feet to the Northeast corner of the lot now or formerly of John Davidson, Jr.; thence thereby North sixty-nine degrees thirty-four minutes West (N 69 deg. 34' W) one hundred (100') feet to post and place of beginning.

Tax Parcel #103-K14-487-41

TITLE TO SAID PREMISES IS VESTED IN Kevin A. Myers and Kara L. Myers, his wife by Deed from Paul M. Fraley and Kathleen D. Fraley, his wife, dated 7/16/1999 and recorded 8/11/1999 in Instrument #199913210.

Martha E. Von Rosenstiel, P.C.
 Martha E. Von Rosenstiel
 649 South Avenue, Unit 7
 P.O. Box 307
 Secane, PA 19018
 610 328-2887
 Attorney I.D.# 52634

Attorney for Plaintiff

Wells Fargo Bank, N.A., successor by merger : COURT OF COMMON PLEAS
 to Wells Fargo Home Mortgage, Inc. : CLEARFIELD COUNTY
 3476 Stateview Boulevard
 Fort Mill SC 29715
 Plaintiff :
 vs. : No: 06-2033-CD
 Kevin A. Myers and Kara L. Myers :
 243 Fourth Street :
 Madera, PA 16661 :
 Defendants :

12
 FILED NO
 OCT 19 2006
 William A. Shaw
 Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE OF NOTICES PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA: SS
 COUNTY OF DELAWARE :

MARTHA E. VON ROSENSTIEL, attorney for the plaintiff in the above action, hereby certifies that service of the Notice under Rule 3129.1, in the above matter was made on all interested parties, set forth below, by regular first class mail, postage prepaid, as evidenced by the attached certificates of mailing:

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

Christoff Mitchell Petroleum ✓
 P.O. Box 669
 Phillipsburg, PA 16866

First National Bank of Pennsylvania ✓
 Alstan Mall, Suite 207
 Monroeville, PA 15146

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

Pennsylvania Housing Finance Agency
 211 North Front Street
 Harrisburg, PA 17101

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

Clearfield County Tax Claim Bureau ✓
 230 E. Market Street
 Clearfield, PA 16830

Clearfield County Register of Wills

County Courthouse
Clearfield, PA 16830

Attorney General of the United States
c/o Assistant Attorney General, Tax Division
U.S. Department of Justice
Post Office Box 227
Washington, DC 20044

PA Department of Revenue
Inheritance Tax Bureau
Strawberry Square, 11th Floor
Harrisburg, PA 17128-1100

Bureau of Compliance
Clearance Support Section/ATTN: Sheriff's Sale
Dept. 281230
Harrisburg, PA 17129-1230

Family Court/Domestic Relations Division
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 16830

Dept. of Public Welfare
Box 2675
Harrisburg, PA 17105

OCCUPANTS/TENANTS
243 Fourth Street
Madera, PA 16661

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

Martha E. Von Rosenstiel
Attorney for Plaintiff

For Accountable Mail

20030 #

Name
and
Address
of
Sender

MARTHA E. VON ROSENSTIEL, P.C.
Attorney At Law
649 South Avenue, Unit 7

□ Registered □ Return Receipt
for Merchandise

for
Registered Mail:
□ With Postal Insurance
□ Without Postal
Insurance

certified or mailing or for
additional copies of this bill POSITIVE
REPRESENTATIVE OF REPAET
UNITED STATES SENATE
DUSTY BONIE

Name and Address of Sender		MARTHA E. VON ROSENSTIEL, P.C. Attorney At Law 649 South Avenue, Unit 7 Secane, PA. 19018							for Merchandise				
					Insured		Return Receipt for Merchandise		With Postal Insurance		Without Postal Insurance		
					COD		Intl Recorded Del.		Express Mail		Certified		
Line	Article Number	Name of Addresses, Street, and Post Office Address			Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	RR. Fee	SC. Fee	SR. Fee
1	GS- #20030	Clearfield County Tax Claim 230 East Market Street Clearfield, PA. 16830											\$R003.85
2		Clearfield County Register Wills County Courthouse Clearfield, PA.											
3		Attorney General of U.S. Co Assistant Atty. General Tax Division U.S. Department of Justice Post Office Box 227 Washington, DC. 20044											
4		PA. Department of Revenue Inheritance Tax Bureau Strawberry Square, 11 th Floor Harrisburg, PA. 17128											
5		Bureau of Compliance Clearance Support Section Attn: Sheriff's Sale Dept. 281230 Harrisburg, PA. 17129											
6		Family Court/Domestic Relations Clearfield County Courthouse 1 North Second Street Clearfield, PA. 16830											
7		Department of Public Welfare P.O. Box 2675 Harrisburg, PA. 17105											
8		Occupants / Tenants 243 Fourth Street Madera, PA. 16661											
9		PHFA 211 North Front Street Harrisburg, PA. 17101											
10		First National Bank of PA Alstan Mall, Suite 207 Monroeville, PA. 15146											
11		Christoff Mitchell Petroleum P.O. Box 669 Phillipsburg, PA. 16866											
Total Number of Pieces Listed by Sender		Total Number b4	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							

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

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. # 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC.

Plaintiff

: No: 06-2033-CD

VS.

KEVIN A. MYERS AND KARA L. MYERS

Defendants

NOTICE OF PRESENTATION

Please take notice that the within Motion for Special Service will be presented to the Motions Judge on _____ at _____ a.m./p.m. at the Clearfield County Courthouse, Court House, 230 East Market Street Clearfield, PA 16830.

Martha E. Von Rosenstiel, Esquire
Attorney for Plaintiff

Dated: 1/9/2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

WELLS FARGO BANK, N.A., SUCCESSOR:
BY MERGER TO WELLS FARGO HOME
MORTGAGE, INC.

: No: 06-2033-CD

Plaintiff

VS.

KEVIN A. MYERS AND KARA L. MYERS
Defendants

FILED

JAN 11 2008

0/9:55 AM
William A. Shaw
Prothonotary/Clerk of Courts

610

2 Ltr to Att

ORDER

AND NOW, this 11th day of January, 2008, upon consideration of Plaintiff's

Motion for Special Service and any response thereto (if any), it is hereby:

ORDERED and DECREED that Plaintiff may obtain service on Kevin A. Myers by mailing a true and correct copy of the the Notice of Sale and all subsequent notices by certified mail and regular, first class mail at his last known address of **3 BN 68th Armour D Co, Fort Carson, CO 80913** and by posting of the premises of 243 Fourth Street, Madera, PA 16661.

The Plaintiff may also obtain service on Kara L. Myers by mailing a true and correct copy of the Notice of Sale and all subsequent notices by certified mail and regular, first class mail at her last known addresses of **P.O. Box 523, Madera, PA 16661** and **187 Roseland Road, Flinton, PA 16640** and by posting the premises of 243 Fourth Street, Madera, PA 16661.

BY THE COURT:

Paul E Cherry
J

DATE: 1-11-08

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

JAN 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. # 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC. :

Plaintiff :
VS. :
KEVIN A. MYERS AND KARA L. MYERS :
Defendants :

:

FILED
M 11/4/08
JAN 10 2008
ATTY
GK
2cc

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SPECIAL SERVICE

Movant, by its counsel, Martha E. Von Rosenstiel, Esquire, moves this Honorable Court for an Order directing service of the Notice of Sale and all subsequent notices upon the above captioned defendant, Kevin A. Myers by regular mail and certified mail to his last known address of **3 BN 68th Armour D Co, Fort Carson, CO 80913** and by posting of the premises located at **243 Fourth Street, Madera, PA 16661** and upon the above captioned defendant, Kara L. Myers by regular and certified mail to her last known addresses of **P.O. Box 523, Madera, PA 16661** and **187 Roseland Road, Flinton, PA 16440**, and by posting of the premises located at **243 Fourth Street Madera, PA 16661** (hereinafter "Subject Premises") and in support thereof avers the following:

1. The Plaintiff filed its Complaint in Mortgage Foreclosure against Kevin A. Myers and

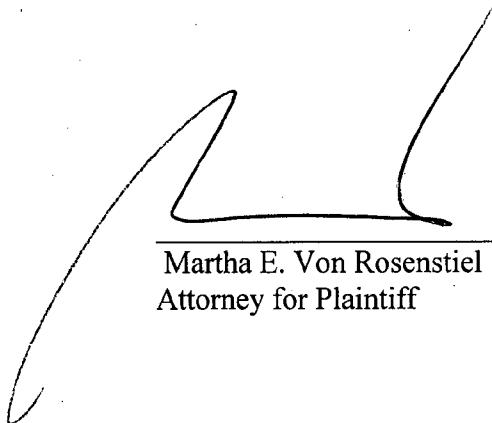
Kara L. Myers on or about December 5, 2006, for the defendants' failure to make monthly mortgage payments due August 1, 2006.

2. On or about August 30, 2007, a default judgment was entered against Kevin A. Myers and Kara L. Myers and in favor of the Plaintiff.
3. On or about September 14, 2007, a writ of execution was issued listing the Subject Premises for the February 1, 2008 Clearfield County Sheriff's Sale.
4. Plaintiff attempted to serve the defendant, Kevin A. Myers, via the Sheriff of Clearfield County at the Subject Premises. Sheriff was unable to effectuate service for the Notice of Sale. The Sheriff's return of service is attached hereto made part hereof and marked as Exhibit A.
5. Plaintiff attempted to serve the defendant, Kara L. Myers, via the Sheriff of Clearfield County at the possible mailing address of 187 Roseland Road, Flinton, PA 16440. Sheriff was unable to effectuate service for the Notice of Sale. The Sheriff's return of service is attached hereto made part hereof and marked as Exhibit B.
6. Plaintiff attempted to serve the defendant, Kara L. Myers via Certified Mail at the possible mailing address of P.O. Box 523, Madera, Pa 16661. Plaintiff was unable to effectuate service for the Notice of Sale. The Certified Mail receipts are attached hereto made part hereof and marked as Exhibit C.
7. Plaintiff attempted to serve the defendant, Kevin A. Myers via Certified Mail at the possible mailing address of 3 BN 68th Armour D Co. Fort Carson, CO, 80913. Plaintiff was unable to effectuate service for the Notice of Sale. The Certified Mail receipts are attached hereto made part hereof and marked as Exhibit D.
8. Pursuant to Pennsylvania Rules of Civil Procedure 430, Plaintiff has made a good faith

effort to locate the Defendants.

9. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefore is attached hereto made part hereof and marked as Exhibit E.

WHEREFORE, as Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Notice of Sale and all subsequent notices by certified and regular mail to the defendants' possible mailing addresses and by posting of the Subject Premises.



Martha E. Von Rosenstiel
Attorney for Plaintiff

Date: 11/9/2008

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. # 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC. :

Plaintiff :

: No: 06-2033-CD

VS. :

KEVIN A. MYERS AND KARA L. MYERS :

Defendants :

BRIEF IN SUPPORT OF ITS MOTION FOR SPECIAL SERVICE

Movant, by its counsel, Martha E. Von Rosenstiel, Esquire, moves this Honorable Court for an Order directing service of the Notice of Sale and all subsequent notices upon the above captioned defendant, Kevin A. Myers by regular mail and certified mail to his last known address of **3 BN 68th Armour D Co, Fort Carson, CO 80913** and by posting of the premises located at **243 Fourth Street, Madera, PA 16661**, and upon the above captioned defendant, Kara L. Myers by regular and certified mail to her last known addresses of **P.O. Box 523, Madera, Pa 16661** and **187 Roseland Road, Flinton, PA 16440**, and by posting of the premises located at **243 Fourth Street Madera, PA 16661** (hereinafter "Subject Premises") and in support thereof avers the following:

I. FACTS

The Plaintiff filed its Complaint in Mortgage Foreclosure against Kevin A. Myers and Kara L. Myers on or about December 5, 2006, for the defendants' failure to make monthly mortgage payments due August 1, 2006. On or about August 30, 2007, a default judgment was entered against Kevin A. Myers and Kara L. Myers and in favor of the Plaintiff. On or about September 14, 2007, a writ of execution was issued listing the Subject Premises for the February 1, 2008 Clearfield County Sheriff's Sale.

II. ARGUMENT

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

The Court in Romeo v. Looks, 369 Pa. Super 608 (1982) stated that "Before resort to substituted service maybe had, however, a plaintiff must have demonstrated a good faith effort to locate the defendant through more direct means."

An illustration of good faith effort to locate the Defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the Defendant and (3) examination of local telephone directories, voter registration records, local tax records, and motor vehicle records. Kittanning Coal Co., Inc. v. International Mining Co., Inc. 551 F. Supp. 834 (1982), Romeo v. Looks, 369 Pa. Super 608 (1987).

As set forth in the Sheriff's returns of service, marked Exhibit A and B, the Sheriff has been unable to serve the Notice of Sale after several attempts. Plaintiff attempted to serve the defendants at the possible mailing addresses via Certified Mail marked Exhibit C and D. The Plaintiff was unable to serve the Notice of Sale. A good faith effort to discover the whereabouts of the defendants has been made as evidenced by the attached Affidavit of Reasonable Investigation marked Exhibit E.

The Plaintiff submits that it has made a good faith effort to locate and serve the Defendants and has been unable to do so.

WHEREFORE, Plaintiff respectfully requests service of the Notice of Sale and all subsequent notices by certified and regular mail to all possible mailing addresses and by posting of the Subject Premises.

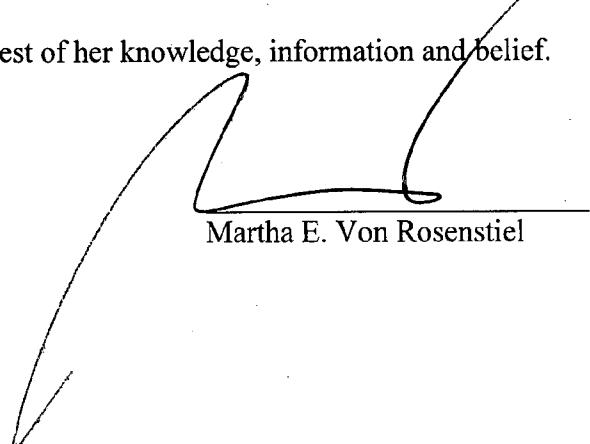
Respectfully submitted,

Martha E. Von Rosenstiel
Attorney for Plaintiff

Date: 11/9/68

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, being duly sworn according to law deposes and says that she is the attorney for the Plaintiff in the foregoing action; that she is duly authorized to make this verification on behalf of the Plaintiff; that she is fully familiar with the facts in this matter; and that the statements made in the foregoing Motion for Special Service are true and correct to the best of her knowledge, information and belief.



Martha E. Von Rosenstiel

Dated: January 03, 2008

Martha E. Von Rosenstiel, P.C.
 Martha E. Von Rosenstiel
 649 South Avenue, Unit 7
 P.O. Box 307
 Secane, PA 19018
 (610) 328-2887
 Attorney I.D. # 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR BY : COURT OF COMMON PLEAS
 MERGER TO WELLS FARGO HOME MORTGAGE, : CLEARFIELD COUNTY
 INC. :

Plaintiff :
 VS. :
 KEVIN A. MYERS AND KARA L. MYERS :
 Defendants :

CERTIFICATE OF SERVICE

Martha E. Von Rosenstiel, Esquire hereby certifies that she is the attorney for the Plaintiff herein, and that service of the Motion for Special Service, brief in support thereof, attached exhibits, notice of presentation and proposed order in the above matter was made upon the following: by regular first class mail, postage prepaid, deposited with the United States Postal Service on 1/9/08:

Kevin A. Myers and Kara L. Myers
 243 Fourth Street
 Madera, PA 16661

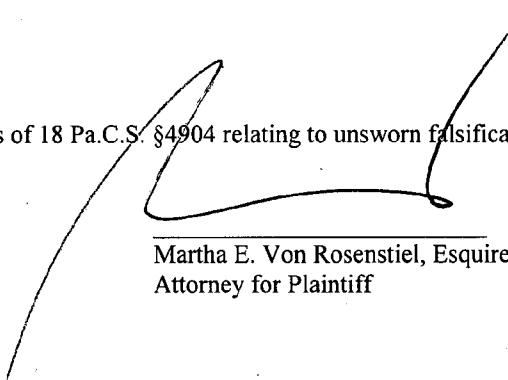
Kara L. Myers
 187 Roseland Road
 Clinton, PA 16440

Kara L. Myers
 P.O. Box 523
 Madera, Pa 16661

Kevin A. Myers
 3 BN 68th Armour D Co.
 Fort Carson, CO 80913

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

Dated: 1/9/2008


 Martha E. Von Rosenstiel, Esquire
 Attorney for Plaintiff

REAL ESTATE

REAL ESTATE

ECUTION SERVICE SHEET

DKT: EX PAGE: 20865

20030
CNC
NO
SVC
Kevir
prop

PUTY RECEIVED: October 11, 2007

DEFENDANT(S): KEVIN A. MYERS

DRESS: 243 FOURTH STREET
MADERA, PA 16661

WY & POST AT: SAME AS ABOVE

RVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

RT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

TERROGATORIES TO GARNISHEE WRIT OF POSSESSION

IST BE SERVED, POSTED OR LEVIED BY: ~~GOPT 10-07~~ PSSAD

TE SERVED, POSTED OR LEVIED: _____ TIME: _____

ME OF PERSON SERVED: _____

LE: _____

HERE SERVED /POSTED(ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

NATURE OF PERSON SERVED: _____

TE: _____

TEMPTS: 10-18-07 - 9:41A 10/14 10-30-07 - 10:10-10/14
10-19-07 - 10:54A - 10/14 11-9-07 - 1:30P - 10/14
10-22-07 - 11:10A - 10/14 11-15-07 - 11:42A - 10/14
10-23-07 - 10:44A - 10/14 12-18-07 - 10:26A - 10/14

ECIAL DIRECTIONS:

Det. NEVER
Home, Paper
Bank Out.

06-2033-CD
KEVIN A. MYERS AND KARA L. MYERS

RVED, POSTED OR LEVIED ON BY:

ITES: Works in THE ALTAMONTE Area. Only
Home on weekends.

EXHIBIT A

20030

CASE # PLAINTIFF DEFENDANT
90265-07 WELLS FARGO BANK DEFENDANT
DATE 11/27/07 Plaintiff, Sheriff, County of San Joaquin

AT 14:30 HRS. NOT FOUND AS TO DEFENDANT NAME. DEFENDANT, KARA L. MYERS, AT 187 ROSELAND RD. FOUNTAIN, CA 95336. THE HOUSE IS VACANT. MY COURT FAILS TO ATTENDANCE OF PLAINTIFF.

SHERIFF'S COSTS 72.20
PRO 3.00
TOTAL COSTS 75.20

ANSWERED.

Bob Klar
SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 29TH DAY OF NOVEMBER
PROTHONOTARY *Valley Superior*

Atten: Smith

EXHIBIT B

7006 2760 0003 7882 5351

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

Kara L. Myers

Street, Apt. No.
or PO Box No.
City, State, Zip

PRIMOS SECANE PA
NOV 2007
Postmark
Hero
19018-9998

PS Form 3800, August 2006
See Reverse for Instructions

MARTHA E. VON ROSENSTIEL, P.C.

ATTORNEY AT LAW
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018



7006 2760 0003 7882 5375



UNITED STATES POSTAGE
PITNEY BOWERS
02 1P \$ 005.38
0002664019 NOV 21 2007
MAILED FROM ZIP CODE 19018

ANK



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ 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.		<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>	
1. Article Addressed to: Kevin A Myers 3 BN 68th Armour D CO. FOOT 100-000		2. Article Number (Transfer from service label) 7006 2760 0003 7882 5375	
3. Receipt			

EXHIBIT

D

2760 0003 7882 5375
2006

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

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

OFFICIAL USE

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

19018-998
POSTBACK
MAIL
PRINTS SECURE

Kevin A. Myers
3 BN 68th Armor D Co.
Fort Carson, CO 80913

PS Form 3800, August 2006
See Reverse for Instructions

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

File Number: 20030-TM

Attorney Firm: Law Offices of Marty Von Rosenstiel

Subject: Kevin A. Myers & Kara L. Myers

Property Address: 243 Fourth Street, Madera, PA 16661

Possible Mailing Address: P.O. Box 523, Madera, PA 16661
187 Roseland Road, Flinton, PA 16440

I, Kerri Smith, 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

Kevin A. Myers - xxx-xx-6738

Kara L. Myers - xxx-xx-3249

B. EMPLOYMENT SEARCH

Kevin A. Myers & Kara L. Myers - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Kevin A. Myers reside(s) at: 3 BN 68th Armour D Co, Fort Carson, CO 80913 & Kara L. Myers reside(s) at: P.O. Box 523, Madera, PA 16661.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Kevin A. Myers & Kara L. Myers.

B. On 11-08-07 through 11-14-07 our office made several telephone calls to the phone number (814) 378-5337 and received the following information: answering machine.

III. INQUIRY OF NEIGHBORS

On 11-14-07 our office made a phone call in an attempt to contact Robert R. Bickford (814) 687-3977, 358 Roseland Road, Flinton, PA 16640: spoke with an unidentified female who could not confirm that the subjects reside(s) at 187 Roseland Road, Flinton, PA 16440.

On 11-08-07 through 11-14-07 our office made several phone calls in an attempt to contact Allen R. Hrabak (814) 687-4806, 834 Roseland Road, Flinton, PA 16640: no answer.

On 11-08-07 through 11-14-07 our office made a phone call in an attempt to contact Donald A. Tomb (814) 687-4902, 834 Roseland Road, Flinton, PA 16640: disconnected.

Using our white pages database our office was unable to locate any neighbors for 243 Fourth Street, Madera, PA 16661.

EXHIBIT

E

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 11-14-07 we reviewed the National Address database and found the following information: Kevin A. Myers & Kara L. Myers – P.O. Box 523, Madera, PA 16661.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: P.O. Box 523, Madera, PA 16661 & 187 Roseland Road, Flinton, PA 16440.

V. OTHER INQUIRIES

A. DEATH RECORDS

As of 11-14-07 Vital Records and all public databases have no death record on file for Kevin A. Myers & Kara L. Myers.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Kevin A. Myers & Kara L. Myers residing at: last registered address.

VI. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Kevin A. Myers - 01-01-1972

Kara L. Myers - 03-09-1977

B. A.K.A.

Kara L. Slogaski

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

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

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

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4910 relating to unsworn falsification to authorities.

Kerri Smith

AFFIANT - Kerri Smith
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 14th day of November, 2007.

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

kls

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

RYAN P. GALVIN, Notary Public

City of Philadelphia, Phila. County

My Commission Expires December 21, 2008

Ryan P. Galvin

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Unit 6
Secane, PA 19018
610-328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR: COURT OF COMMON PLEAS
BY MERGER TO WELLS FARGO HOME : CLEARFIELD COUNTY
MORTGAGE, INC.

Plaintiff

VS. : NO: 06-2033-CD
KEVIN A. MYERS AND KARA L. MYERS :
Defendant(s) :

SUPPLEMENTAL AFFIDAVIT OF SERVICE OF NOTICES PURSUANT TO RULE 3129.1

MARTHA E. VON ROSENSTIEL, ESQUIRE, attorney for the Plaintiff in the above action, hereby verifies that on January 16, 2008, mailings of true and correct copies of the Notice of Sheriff's Sale were served upon defendant(s): **KEVIN A. MYERS AND KARA L. MYERS**

pursuant to Court Order dated January 11, 2008. Proofs of mailings are attached hereto as Exhibit I.

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

Section 4904 relating to unsworn falsification to authorities.

Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: January 16, 2008

FILED NOCC
m/12/4/2008
JAN 18 2008
cm

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

WELLS FARGO BANK, N.A., SUCCESSOR:
BY MERGER TO WELLS FARGO HOME
MORTGAGE, INC.

No: 06-2033-CD

Plaintiff

VS.

KEVIN A. MYERS AND KARA L. MYERS

Defendants

ORDER

AND NOW, this 11th day of January, 2008, upon consideration of Plaintiff's Motion for Special Service and any response thereto (if any), it is hereby:

ORDERED and DECREED that Plaintiff may obtain service on Kevin A. Myers by mailing a true and correct copy of the the Notice of Sale and all subsequent notices by certified mail and regular, first class mail at his last known address of 3 BN 68th Armour D Co, Fort Carson, CO 80913 and by posting of the premises of 243 Fourth Street, Madera, PA 16661. The Plaintiff may also obtain service on Kara L. Myers by mailing a true and correct copy of the Notice of Sale and all subsequent notices by certified mail and regular, first class mail at her last known addresses of P.O. Box 523, Madera, PA 16661 and 187 Roseland Road, Flinton, PA 16640 and by posting the premises of 243 Fourth Street, Madera, PA 16661.

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

/s/ Paul E. Cherry

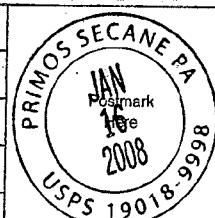
J.

JAN 11 2008

Attest.

William J. Prothonotary
Clerk of Courts

U.S. Postal Service™ 20030 TM NOS CERTIFIED MAIL™ RECEIPT (DO CO) <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
<input checked="" type="checkbox"/> For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
<input checked="" type="checkbox"/> Sent To Kara L. Myers Street, Apt. No.: Box 523 or PO Box No.: 106061 City/State/Zip: Moore, PA 15661	

U.S. Postal Service™ 20030TM NOS CERTIFIED MAIL™ RECEIPT (PERC) <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
<input type="checkbox"/> For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
<input type="checkbox"/> Certified Fee	
<input type="checkbox"/> Return Receipt Fee (Endorsement Required)	
<input type="checkbox"/> Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
<input type="checkbox"/> Sent To Kara L. Myers 187 Roseland Road Flintton, PA 16640	
	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (DUO) <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
<input checked="" type="checkbox"/> For delivery information visit our website at www.usps.com	
 OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
<input checked="" type="checkbox"/> Sent To <i>Kevin A Myers</i> <i>Street, Apt. No.:</i> <i>or PO Box No.:</i> <i>BN 68th Armor D Co</i> <i>Fort Carson, CO 80913</i>	
	

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From [REDACTED]

MARThA VON ROSEN
649 SOUTH AVENUE
UNIT [REDACTED]
SECANE, PA 19018

62 1P
0002664019
MAILED FROM ZIP CODE 19018

\$ 001.050
JAN 16 2008
ZIP CODE 19018

UNITED STATES POSTAL SERVICE
PITNEY BOWES

One piece of ordinary mail addressed to:
Kara L. Myers
P.O. Box 523
Meadow, PA 16060

USPS 19018-9988
2008
JAN 16
PRIMO SECANE PA

PS Form 3817, Mar. 1989 20030 TM 1005 (PERCO)

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

MARTHA VON ROSENBERG
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018



Affix fee here in stamps
Or meter postage and
Post mark. Inquire of
Postmaster for current
fees.

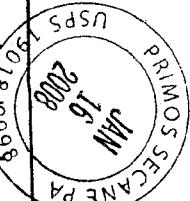
PITNEY BOWES

\$ 001.050

02 1P
0002664019
MAILED FROM ZIP CODE 19018

One piece of ordinary mail addressed to:

Kara L. Myers
187 Roseland Road
Flinton, PA 16640



PS Form 3817, Mar. 1989 20030TM NDS (Rev C)

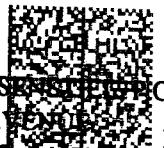
U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

MARTHA VON ROSENBERG
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018



Affix fee here in stamps
Or meter postage and
Post mark. Inquire of
Postmaster for current
fees.

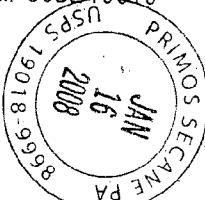
PITNEY BOWES

\$ 001.050

02 1P
0002664019
JAN 16 2008
MAILED FROM ZIP CODE 19018

One piece of ordinary mail addressed to:

KEVIN A. Myers
3 BN 108th Armour D Co
Fort Carson, CO 80913



PS Form 3817, Mar. 1989 20030TM NDS (Rev C)

AFFIDAVIT OF SERVICE

PLAINTIFF:

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.

DEFENDANT

Kevin A. Myers and Kara L. Myers

SERVE UPON:

Kevin A. Myers,
243 Fourth Street
Madera, PA 16661COURT OF COMMON PLEAS
Clearfield COUNTY
COURT NO. 06-2033-CD

TYPE OF ACTION

XX WRIT OF EXECUTION

SPECIAL INSTRUCTIONS:

PLEASE POST PREMISES IN ACCORDANCE
WITH COURT ORDERSERVED

Served and made known to KEVIN A. MYERS Defendant, on the 22nd day of JANUARY, 2008 at 3:36 o'clock, P. M., at 243 Fourth St., MADERA, PA 16661, Commonwealth of Pennsylvania, in the manner described below:

<input type="checkbox"/> Defendant personally served.	<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant resides.
<input type="checkbox"/> Adult family member with whom Defendant resides. Relationship is _____.	<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.
<input type="checkbox"/> Adult in charge of Defendant's residence who refused to give name/relationship.	<input checked="" type="checkbox"/> Other <u>POSTED</u>

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 to Poster a true and correct copy of the WRIT OF EXECUTION issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 23rd day
of January, 2008.
Notary: D.M. Ellis

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 Dec. 6, 2011

Member, Pennsylvania Association of Notaries

NOT SERVED

On the _____ day of _____, 20____, at _____ o'clock ___. M., Defendant NOT FOUND because:

 Moved Unknown No Answer Vacant

Date of Attempt:	Time of Attempt:	Result:

Sworn to and subscribed
before me this _____ day
of _____, 200____.

Notary:

By: _____

ATTORNEY

Martha E. Von Rosenstiel, P.C.
649 South Avenue, Unit 7 • Secane, PA 19018 • 610-328-2887

AFFIDAVIT OF SERVICE

PLAINTIFF:

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.

DEFENDANT

Kevin A. Myers and Kara L. Myers

COURT OF COMMON PLEAS
Clearfield COUNTY
COURT NO. 06-2033-CD

SERVE UPON:

Kara L. Myers
243 Fourth Street
Madera, PA 16661TYPE OF ACTION
XX WRIT OF EXECUTION

SALE DATE 2/1/08

SPECIAL INSTRUCTIONS:

**PLEASE POST PREMISES IN ACCORDANCE
WITH COURT ORDER**SERVED

Served and made known to KARA L. MYERS Defendant, on the 22nd day of JANUARY, 2008, at 3:30 o'clock, P. M., at 243 Fourth ST., MADERA, PA, Commonwealth of Pennsylvania, in the manner described below:

<input type="checkbox"/> Defendant personally served.	<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant resides.
<input type="checkbox"/> Adult family member with whom Defendant resides. Relationship is _____	<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.
<input type="checkbox"/> Adult in charge of Defendant's residence who refused to give name/relationship.	<input checked="" type="checkbox"/> Other <u>POSTED</u>

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 to POSTED a true and correct copy of the WRIT OF EXECUTION issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 23rd day
of January, 2008.
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 Dec. 6, 2011

Member, Pennsylvania Association of Notaries

NOT SERVED

On the _____ day of _____, 20____, at _____ o'clock ____ M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Date of Attempt:	Time of Attempt:	Result:

Sworn to and subscribed
before me this _____ day
of _____, 200____.

Notary: _____

ATTORNEY

Martha E. Von Rosenstiel, P.C.

649 South Avenue, Unit 7 • Secane, PA 19018 • 610-328-2887

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20665

NO: 06-2033-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.

vs.

DEFENDANT: KEVIN A. MYERS AND KARA L. MYERS

Execution REAL ESTATE

FILED

03/21/08
MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

DATE RECEIVED WRIT: 9/17/2007

LEVY TAKEN 10/18/2007 @ 9:41 AM

POSTED 10/18/2007 @ 9:41 AM

SALE HELD 3/7/2008

SOLD TO WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME
MORTGAGE, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 3/19/2008

DATE DEED FILED 3/18/2008

PROPERTY ADDRESS 243 FOURTH STREET MADERA, PA 16661

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$502.32

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester A. Hawkins
Sgt. Andrew Butler, Deaf Marshal

Chester A. Hawkins
Sheriff

WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.

VS

KEVIN A. MYERS AND KARA L. MYERS

1 @ SERVED KEVIN A. MYERS

DEPUTIES UNABLE TO SERVE KEVIN A. MYERS, DEFENDANT, AT 243 FORUTH STREET, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BECAUSE HE NO LONGER RESIDES AT THAT RESIDENCE.

2 @ SERVED KARA L. MYERS

DEPUTIES UNABLE TO SERVE KARA L. MYERS, DEFENDANT, AT 243 FOURTH STREET, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BECAUSE SHE NO LONGER RESIDES AT THAT RESIDENCE.

3 @ SERVED KARA L. MYERS

CAMBRIA COUNTY UNABLE TO SERVE KARA L. MYERS, DEFENDANT, 187 ROSELAND ROAD, FLINTON, CAMBRIA COUNTY, PENNSYLVANIA WAS A VACANT RESIDENCE.

4 1/28/2008 @ 1:49 PM SERVED KEVIN A. MYERS & KARA L. MYERS

SERVED KEVIN A. MYERS & KARA L. MYERS, DEFENDANTS BY POSTING THE PROPERTY WITH THE COURT ORDER AND NOTICE OF SALE.

5 1/24/2008 @ SERVED KARA L. MYERS

SERVED KARA L. MYERS, DEFENDANT, BY REG. & CERT MAIL PER COURT ORDER TO P. O. BOX 523, MADERA, PA 16661, CERT #70060810000145073787. REG. & CERT MAIL RETURNED UNCLAIMED 1/30/08.

6 1/24/2008 @ SERVED KEVIN A. MYERS

SERVED KEVIN A. MYERS, DEFENDANT, BY REG & CERT MAIL PER COURT AT 3 BN 68TH ARMOUR D. CO., FORT CARSON, CO 80913, CERT #70060810000145073800 REG. MAIL RETURNED UNCLAIMED ON 2/1/09. 3/3/08 CERT

7 2/8/2008 @ SERVED KARA L. MYERS

SERVED KARA L. MYERS WILSON, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 187 ROSELAND ROAD, FLINTON, PENNSYLVANIA. SIGNED FOR BY KARA L. WILSON.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO THEIR THE CONTENTS THEREOF

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Home Mortgage, Inc.,

Vs.

NO.: 2006-02033-CD

Kevin A. Myers and
Kara L. Myers,

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Legal Description

(2)

AMOUNT DUE/PRINCIPAL: \$42,084.14
INTEREST FROM: 8/32/2007 to Sale Date @ \$6.92 per
diem
ATTY'S COMM: \$
DATE: 9/14/2007

PROTH. COSTS PAID: \$132.00
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 17th day
of September A.D. 2007
At 2:00 A.M./P.M.

Requesting Party: Martha E. Von Rosenstiel, Esq.
649 South Ave., Unit 7
P.O. Box 307
Secane, PA 19018
610-328-2887

Chester A. Hawley
by Cynthia Butler Aughendae
Sheriff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, having thereon erected a two-story, frame dwelling, designated by the Middle Pennsylvania Coal Corporation, former Grantor, as House No. 243 and situated in the Village of Madera, Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of lot on Fourth Street, now or formerly owned by John Davidson, Jr.; thence along Fourth Street North twenty degrees twenty-six minutes East (N 20 deg. 26' E) fifty (50') feet to a post at the Southwest corner of another lot, now or formerly of the Middle Pennsylvania Coal Corporation, a former Grantor; thence thereby South sixty-nine degrees thirty-four minutes East (S 69 deg. 34' E) one hundred (100') feet to post corner on an alley; thence thereby South twenty degrees twenty-six minutes West (S 20 deg. 26' W) fifty (50') feet to the Northeast corner of the lot now or formerly of John Davidson, Jr.; thence thereby North sixty-nine degrees thirty-four minutes West (N 69 deg. 34' W) one hundred (100') feet to post and place of beginning.

Tax Parcel #103-K14-487-41

TITLE TO SAID PREMISES IS VESTED IN Kevin A. Myers and Kara L. Myers, his wife by Deed from Paul M. Fraley and Kathleen D. Fraley, his wife, dated 7/16/1999 and recorded 8/11/1999 in Instrument #199913210.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KEVIN A. MYERS

NO. 06-2033-CD

NOW, March 19, 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 March 07, 2008, I exposed the within described real estate of Kevin A. Myers And Kara L. Myers to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER 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	20.37
LEVY	15.00
MILEAGE	20.37
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	23.62
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	162.96
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$502.32

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	42,084.14
INTEREST @ 6.9200 %	1,363.24
FROM 08/23/2007 TO 03/07/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$43,487.38
COSTS:	
ADVERTISING	307.06
TAXES - COLLECTOR	164.98
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	502.32
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	346.68
TOTAL COSTS	\$1,771.04

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, PENNA.

WELLS FARGO BANK, N.A., SUCCESSOR:
BY MERGER TO WELLS FARGO HOME
MORTGAGE, INC.

No: 06-2033-CD

Plaintiff

VS.

KEVIN A. MYERS AND KARA L. MYERS

Defendants

ORDER

AND NOW, this 11th day of January, 2008, upon consideration of Plaintiff's Motion for Special Service and any response thereto (if any), it is hereby: ORDERED and DECREED that Plaintiff may obtain service on Kevin A. Myers by mailing a true and correct copy of the Notice of Sale and all subsequent notices by certified mail and regular, first class mail at his last known address of 3 BN 68th Armour D Co, Fort Carson, CO 80913 and by posting of the premises of 243 Fourth Street, Madera, PA 16661. The Plaintiff may also obtain service on Kara L. Myers by mailing a true and correct copy of the Notice of Sale and all subsequent notices by certified mail and regular, first class mail at her last known addresses of P.O. Box 523, Madera, PA 16661 and 187 Roseland Road, Flinton, PA 16640 and by posting the premises of 243 Fourth Street, Madera, PA 16661.

BY THE COURT:

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

/s/ Paul E. Cherry

J.

JAN 11 2008

Attest.

William B. Cherry
Prothonotary
Clerk of Courts



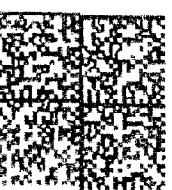
CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

UNABLE TO FORWARD



Hasler

\$00.580
01/24/2008

Bailed From 16830
US POSTAGE

016H16505405

KARA L. MYERS
P. O. BOX 523
MADERA, PA 16661

1666140523-23 8001



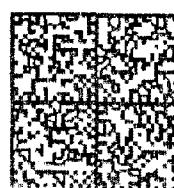
CHESTER A. HAWKINS

SHERIFF

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 3787



Hasler

\$05.380
01/24/2008

Railed From 16830
US POSTAGE

UNABLE TO FORWARD

KARA L. MYERS
P. O. BOX 523
MADERA, PA 16661

UNABLE TO FORWARD

3787 4507 0001 0810 0001 4507

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only, No Insurance)					
For delivery information visit our website at www.usps.com					
OFFICIAL USE					
Postage	\$				
Certified Fee					
Return Receipt Fee (Endorsement Required)					
Restricted Delivery Fee (Endorsement Required)					
Total Postage & Fees	\$	5.38			
Send To	KARA L. MYERS P. O. BOX 523 MADERA, PA 16661				
Street/ Apt. No.					
or PO Box No.					
City, State, Zip/4					

PS Form 3800, June 2002
See Reverse for Instructions

CLEARFIELD PA
JAN 2008
U.S. POSTAGE

MAILING DIVISION
U.S. POSTAL SERVICE

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- 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:

KARAL MYERS
P.O. BOX 523
MADERA, PA 16661

A. Signature	<input checked="" type="checkbox"/> Agent
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

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 3787

Domestic Return Receipt

102595-02-M-1540



U.S. POSTAL SERVICE
MAILING DIVISION
U.S. POSTAL SERVICE

MAILING DIVISION
U.S. POSTAL SERVICE

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:

KARA L. MYERS
187 ROSELAND ROAD
PLINTON, PA 16640

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Cherie Wilson
Kara L. Wilson

PA

2008

PA

PA

2008

PA

B. Received by (Printed Name)

Cherie Wilson
Kara L. Wilson

PA

2008

PA

C. Date of Delivery

PA

2008

PA

D. Is delivery address different from item 1?

Yes
 No

If YES, enter delivery address below:

**2. Article Number
(Transfer from service label)**

7006 0810 0001 4507 3794

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

102595-024M-1540

PS Form 3811, February 2004

Domestic Return Receipt

5. OFFICIAL USE

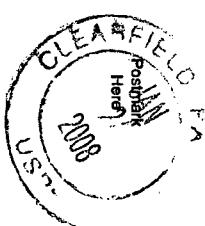
U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

7006 0001 4507 3794
0810

Total Postage & Fees

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



Sent To	KARA L. MYERS 187 ROSELAND ROAD PLINTON, PA 16640
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	

PS Form 3800, June 2002

See Reverse for Instructions



CHESTER A. HAWKINS

SHERMAN

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Hasler

016416505405

\$ 00.580
01/24/2008

卷之三

MAILED FROM 16830
US POSTAGE

KEVIN A. MYERS
3 BN 58TH ARMOUR D CO
FORT CARSON, CO 80913

三

卷三 三書

ATTEMPTED - UNABLE TO RETURN TO NUMBER UNKNOWN

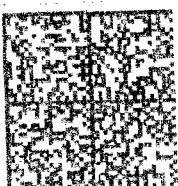
ପାତ୍ରବିଦ୍ୟା

卷之三



CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hasler

\$05.38
01/24/2008
Mailed From 16830
US POSTAGE

7006 0810 0001 4507 3800
7006 0810 0001 4507 3800

RECEIVED

MAR - 3 2008

2.25
2.25

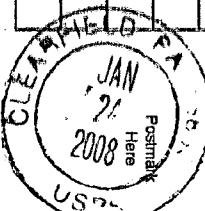
KEVIN A. MYERS
CLEARFIELD, PA 16830

FWD: 4997
El Lewis, WA 98433

16830-2998

Postmark
Here

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Postal Receipt Fee	
(Endorsement Requested)	
(Restricted Delivery Fee)	
Total Postage & Fees	\$ 5.38



SECT. 10 7006 0001 4507 3800	KEVIN A. MYERS 3 BN 68 TH ARMOUR D CO FORT CARSON, CO 80913 CIV. SEC. 22-4
------------------------------------	--

See Reverse for Instructions

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Track & Confirm

Search Results

Label/Receipt Number: **7006 0810 0001 4507 3800**

Detailed Results:

- Delivered, March 03, 2008, 10:41 am, CLEARFIELD, PA 16830
- Unclaimed, February 26, 2008, 10:17 am, TACOMA, WA
- Notice Left, February 15, 2008, 1:17 pm, TACOMA, WA 98433
- Notice Left, February 05, 2008, 9:54 am, TACOMA, WA 98433
- Forwarded, January 29, 2008, 12:06 pm, COLORADO SPRINGS, CO
- Delivered, January 28, 2008, 12:55 pm, COLORADO SPRINGS, CO 80913
- Arrival at Unit, January 28, 2008, 11:30 am, COLORADO SPRINGS, CO 80913

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No FEAR Act EEO Data

FOIA



Equal Employment
Opportunity Commission



Freedom of Information
Act

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20665

TERM & NO. 06-2033-CD

WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.

vs.

KEVIN A. MYERS AND KARA L. MYERS

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: KARA L. MYERS

ADDRESS: 187 ROSELAND ROAD
FLINTON, PA 16640

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CAMBRIA COUNTY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, October 29, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE # PLAINTIFF DEFENDANT
90265-07 WELLS FARGO BANK 06-2033 MYERS, KEVIN & KARA
DATE 11/27/07

AT 14:30 HRS. NOT FOUND AS TO THE WITHIN NAMED DEFENDANT,
KARA L. MYERS, AT 187 ROSELAND RD. FLINTON, PA. 16640.
THE HOUSE IS VACANT. MY COSTS PAID BY ATTORNEY FOR
PLAINTIFF.

SHERIFF'S COSTS 72.20
PRO 3.00
TOTAL COSTS 75.20

SO ANSWERS,

Bob Kalar
SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 29TH DAY OF NOV. 07.

PROTHONOTARY *Patty Burke*

**MARTHA E. VON ROSENSTIEL, P.C.
ATTORNEY AT LAW
649 SOUTH AVENUE, SUITE 7
SECANE, PA 19018**

Martha E. Von Rosenstiel, Esquire
Keri P. Claeys, Esquire

Phone: (610) 328-2887
Fax: (610) 328-2875

December 3, 2007

Sheriff of Clearfield County
Real Estate Sales
Court House
Clearfield, PA 16830
FAX: 814-765-5915
ATTN: Cindy

RE: SALE DATE: **12/7/07**
MORTGAGOR: Kevin A. Myers and Kara L. Myers
PREMISES: 243 Fourth Street, Madera, PA 16661
CRT./TRM. #: 06-2033-CD
OUR FILE #: 20030

Dear Cindy:

Please CONTINUE the above Sheriff Sale to **2/1/2008** on the above captioned matter, as we are unable to serve the defendants with the notice of sale.

If there is anything else you need before the new sale date, please let me know. Thank you for your assistance in this matter.

Sincerely yours,

Trinity McDaniel
Trinity McDaniel
Paralegal

**MARTHA E. VON ROSENSTIEL, P.C.
ATTORNEY AT LAW
649 SOUTH AVENUE, SUITE 7
SECANE, PA 19018**

Martha E. Von Rosenstiel, Esquire
Keri P. Claeys, Esquire

Phone: (610) 328-2887
Fax: (610) 328-2875

January 29, 2008

Sheriff of Clearfield County
Real Estate Sales
Court House
Clearfield, PA 16830
FAX: 814-765-5915
ATTN: Cindy

RE: SALE DATE: 2/1/08, continued from 12/7/07
MORTGAGOR: Kevin A. Myers and Kara L. Myers
PREMISES: 243 Fourth Street, Madera, PA 16661
CRT./TRM. #: 06-2033-CD
OUR FILE #: 20030

Dear Cindy:

Please CONTINUE the above Sheriff Sale to **3/7/2008** on the above captioned matter, to validate service of the defendants. Posting completed 1/22/08. Please see attached returns that will be sent to Prothonotary for filing.

If there is anything else you need before the new sale date, please let me know. Thank you for your assistance in this matter.

Sincerely yours,

Trinity McDaniel
Trinity McDaniel
Paralegal

Martha E. Von Rosenstiel, P.C.
 Martha E. Von Rosenstiel, Esquire
 649 South Avenue, Unit 6
 Secane, PA 19018
 610 328-2887
 Attorney I.D. # 52634

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR : COURT OF COMMON PLEAS
 BY MERGER TO WELLS FARGO HOME : Clearfield COUNTY
 MORTGAGE, INC. :
 Plaintiff : No: 06-2033-CD
 vs. :
 KEVIN A. MYERS AND KARA L. MYERS :
 Defendants

FILED
 m 1:42 p.m. GK
 JUN 16 2008 ICC Atty
 William A. Shaw
 Prothonotary/Clerk of Courts
 (6K)

PRAECIPE TO VACATE JUDGMENT
AND MARK CASE DISCONTINUED AND ENDED

TO THE PROTHONOTARY:

Kindly vacate the judgment in the above-referenced action and mark this action discontinued and ended without prejudice.

Martha E. Von Rosenstiel
 Attorney for Plaintiff

Dated: June 11, 2008