

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

147278

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff

v.

ERIC W. SIMONS
A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMONS
A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
19 CLEARLAKE DRIVE
CENTRALIA, IL 62801-3720

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 07-95-CD

CLEARFIELD COUNTY

FILED \$85.00
1/12:00 am
JAN 19 2007
acc shff
(5)

William A. Shaw
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

ERIC W. SIMONS
A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMONS
A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
19 CLEARLAKE DRIVE
CENTRALIA, IL 62801-3720

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

3. On 09/10/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200414899.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

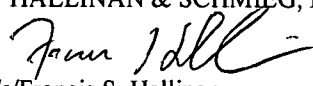
6. The following amounts are due on the mortgage:

Principal Balance	\$335,058.81
Interest	14,326.73
09/01/2006 through 01/17/2007 (Per Diem \$103.07)	
Attorney's Fees	1,250.00
Cumulative Late Charges	463.44
09/10/2004 to 01/17/2007	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 351,648.98
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 351,648.98

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 351,648.98, together with interest from 01/17/2007 at the rate of \$103.07 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

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

LEGAL DESCRIPTION

ALL that certain lot of ground situated in Clearfield Borough, Clearfield County, Pennsylvania and known in the Plan of Reed's Addition as Lots #8 and #9 in Block 'F', bounded and described as follows:

BEGINNING at a post corner of Lot #10 on the east side of South Second Street; thence along South Second Street South 35 minutes and 30 seconds, west 132 feet to post corner on Elizabeth Street; thence South 54 minutes 30 seconds east 200 feet along Elizabeth Street to an alley; thence North 35 minutes 30 seconds east 132 feet along said alley to post corner of Lot #10; thence North 54 minutes 30 seconds west along Lot #10 to South Second Street and place of beginning.

HAVING ERECTED THEREON a two and a half story brick house, garage, shed and underground pool known and numbered as 808 Old Towns Road, Clearfield, Pennsylvania, 16830.

Being identified as Tax Map No. 4.2-K08-236-00011.

BEING the same premises as were conveyed unto Eric W. Simons and Jeanne M. Simons, husband and wife, by deed of James P. Davidson and Darlene F. Davidson, husband and wife, dated September 9, 2004, and recorded at Clearfield County Instrument Number 2004 14898.

PROPERTY BEING: 808 SOUTH 2ND STREET

VERIFICATION

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

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

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written over a horizontal line.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE:

1-16-07

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
FAX: 215-563-5534
Email: complaints@fedphe.com

*Representing Lenders in
Pennsylvania and New Jersey*

January 17, 2007

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

Re: WELLS FARGO BANK, N.A. vs. ERIC W. SIMONS

ACTION IN MORTGAGE FORECLOSURE

Dear Sir/Madam:

Enclosed are an original and 2 copies of a Civil Action in Mortgage Foreclosure relative to the above captioned matter for filing with your office. A check for filing has been attached in the amount of \$85.00. The sheriff's office advised our office on 01/17/07 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Brandi Porter at PH&S; please do not return the complaint to our office.

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

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

Thank you for your cooperation.

Very truly yours,


PHELAN HALLINAN & SCHMIEG, LLP
COMPLAINT DEPARTMENT

File #: 147278

AFFIDAVIT OF SERVICE – CLEARFIELD COUNTY (JMR)

FILED
MAR 14 2007
m/10:32/67
MAR 14 2007

WELLS FARGO BANK, N.A.
Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts

Vs.
ERIC W. SIMONS A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMMONS A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
Defendants

TYPE OF ACTION
XX Mortgage Foreclosure

XX Civil Action
NO. 07-95-CD
File Number **147278**

SERVE AT: **19 CLEARLAKE DRIVE**
CENTRALIA, IL 62801

SERVED

Served and made known to **ERIC W. SIMONS A/K/A ERIC WILLIAM SIMONS** Defendant on the **20th** day of **Feb.**, 2007 at **5:30** o'clock, **P. M.**, at **19 Clearlake Centralia IL 62801** in the manner described below:

☒ Defendant personally served.
____ Adult family member with whom Defendant(s) reside(s).
Relationship is _____.
____ Adult in charge of Defendant's residence who refused to give name/relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s)
____ Agent or person in charge of Defendant's office or usual place of business.
_____ and officer of said defendant company.
____ Other: _____

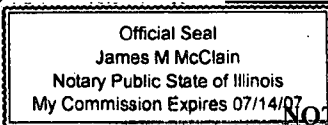
I, **MARK A. CLAYBURN**, A Private Process Server and competent adult, being duly sworn according to law, depose and state that I personally handed to **ERIC SIMONS** a true and correct copy of the **Law Complaint in Mortgage Foreclosure & Notice** issued in the captioned case on the date and at the address indicated above.

Description: **Approx 49** Height **6"** Weight **180** Race **White** Sex **Male** Other **Glasses**

Sworn to and subscribed
Before me this **21** day
Of **FEB**, 2007.

Served By: **MAA.Cly**

Notary:



NOT SERVED

On the _____ day of _____, 20__, at _____ o'clock
____ M., Defendant NOT FOUND because:
____ Moved ____ Unknown ____ No Answer ____ Vacant
Other: _____

Sworn to and subscribed
Before me the _____ day
Of _____, 20__.
Notary:

Not Served By: _____

Phelan Hallinan & Schmieg, LLP
Attorneys For Plaintiff
Francis S. Hallinan, Esquire – I.D.#62695
Suite 1400- One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103-1799
(215)563-7000

AFFIDAVIT OF SERVICE – CLEARFIELD COUNTY(JMR)

FILED NO
MAR 14 2007
William A. Shaw
Prothonotary/Clerk of Courts

WELLS FARGO BANK, N.A.
Plaintiff

Vs.
ERIC W. SIMONS A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMMONS A/K/AJEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
Defendants

TYPE OF ACTION
XX Mortgage Foreclosure

XX Civil Action
NO. 07-95-CD
File Number 147278

SERVE AT: **19 CLEARLAKE DRIVE
CENTRALIA, IL 62801**

SERVED

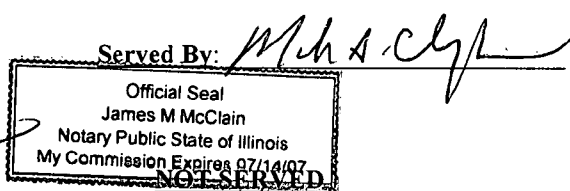
Served and made known to JEANNE M. SIMMONS A/K/AJEANNE M. CHAPMAN A/K/A JEANNE M. SHEESLEY, Defendant on the 20th day of Feb., 2006 at 5:32 o'clock, P. M., at 19 Clearlake Centralia IL 62801, City in the manner described below:

☐ Defendant personally served.
☒ Adult family member with whom Defendant(s) reside(s). ERIC Simons
Relationship is Husband.
☐ Adult in charge of Defendant's residence who refused to give name/relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s)
☐ Agent or person in charge of Defendant's office or usual place of business.
☐ _____ and officer of said defendant company.
☐ Other: _____

I, MARK A. CLAYBOURN, A Private Process Server and competent adult, being duly sworn according to law, depose and state that I personally handed to ERIC Simons a true and correct copy of the Law Complaint in Mortgage Foreclosure + Notice issued in the captioned case on the date and at the address indicated above.

Description: Approx Age 49 Height 6' Weight 80 Race White Sex Male Other Glasses

Sworn to and subscribed
Before me this 21 day
Of FEB, 2007.
Notary: [Signature]



On the _____ day of _____, 20____, at _____ o'clock
____.M., Defendant NOT FOUND because:
____ Moved ____ Unknown ____ No Answer ____ Vacant
Other: _____

Sworn to and subscribed
Before me the _____ day
Of _____, 20____.
Notary: _____

Not Served By: _____

Phelan Hallinan & Schmieg, LLP
Attorneys For Plaintiff
Francis S. Hallinan, Esquire – I.D.#62695
Suite 1400- One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103-1799
(215)563-7000

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102357**

WELLS FARGO BANK, N.A.

Case # 07-95-CD

VS.

ERIC W. SIMONS aka ERIC WILLIAM SIMONS and JEANNE M. SIMONS aka
JEANNE M. CHAPMAN aka JEANNE M. SHEESLEY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 24, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE "NOT FOUND" AS TO ERIC W. SIMONS AKA ERIC WILLIAM SIMONS, DEFENDANT.
808 SOUTH 2nd ST., CLEARFIELD, PA. "APPEARS EMPTY".

SERVED BY: /

FILED
9/9:00 LM
APR 25 2007 (LM)

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102357**

WELLS FARGO BANK, N.A.

Case # 07-95-CD

VS.

ERIC W. SIMONS aka ERIC WILLIAM SIMONS and JEANNE M. SIMONS aka
JEANNE M. CHAPMAN aka JEANNE M. SHEESLEY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 24, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JEANNE M. SIMONS AKA JEANNE M. CHAPMAN AKA JEANNE M. SHEESLEY, DEFENDANT. 808 SOUTH 2nd ST., CLEARFIELD, PA. "APPEARS EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102357
NO: 07-95-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: ERIC W. SIMONS aka ERIC WILLIAM SIMONS and JEANNE M. SIMONS aka
JEANNE M. CHAPMAN aka JEANNE M. SHEESLEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	566957	20.00
SHERIFF HAWKINS	PHELAN	566957	21.00

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


by 

Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 147278

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-95-CD

CLEARFIELD COUNTY

ERIC W. SIMONS
A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMONS
A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
19 CLEARLAKE DRIVE
CENTRALIA, IL 62801-3720

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

JAN 19 2007

Defendants

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

**We hereby certify the
within to be a true and
correct copy of the
original filed of record**

5-2

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1. Plaintiff is

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

ERIC W. SIMONS
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JEANNE M. SIMONS
A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
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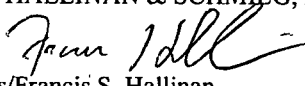
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TOTAL	\$ 351,648.98

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9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
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PHELAN HALLINAN & SCHMIEG, LLP

By: 

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

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PROPERTY BEING: 808 SOUTH 2ND STREET

VERIFICATION

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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 1-16-07

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 147278

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

Plaintiff

v.

ERIC W. SIMONS
A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMONS
A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
19 CLEARLAKE DRIVE
CENTRALIA, IL 62801-3720

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 07-95-CD

CLEARFIELD COUNTY

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

JAN 19 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

**We hereby certify the
within to be a true and
correct copy of the
original filed of record**

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

WELLS FARGO BANK, N.A.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

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

ERIC W. SIMONS
A/K/A ERIC WILLIAM SIMONS
JEANNE M. SIMONS
A/K/A JEANNE M. CHAPMAN
A/K/A JEANNE M. SHEESLEY
19 CLEARLAKE DRIVE
CENTRALIA, IL 62801-3720

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

3. On 09/10/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200414899.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$335,058.81
Interest	14,326.73
09/01/2006 through 01/17/2007 (Per Diem \$103.07)	
Attorney's Fees	1,250.00
Cumulative Late Charges	463.44
09/10/2004 to 01/17/2007	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 351,648.98
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$ 351,648.98

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 351,648.98, together with interest from 01/17/2007 at the rate of \$103.07 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: _____


/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot of ground situated in Clearfield Borough, Clearfield County, Pennsylvania and known in the Plan of Reed's Addition as Lots #8 and #9 in Block 'F', bounded and described as follows:

BEGINNING at a post corner of Lot #10 on the east side of South Second Street; thence along South Second Street South 35 minutes and 30 seconds, west 132 feet to post corner on Elizabeth Street; thence South 54 minutes 30 seconds east 200 feet along Elizabeth Street to an alley; thence North 35 minutes 30 seconds east 132 feet along said alley to post corner of Lot #10; thence North 54 minutes 30 seconds west along Lot #10 to South Second Street and place of beginning.

HAVING ERECTED THEREON a two and a half story brick house, garage, shed and underground pool known and numbered as 808 Old Towns Road, Clearfield, Pennsylvania, 16830.

Being identified as Tax Map No. 4.2-K08-236-00011.

BEING the same premises as were conveyed unto Eric W. Simons and Jeanne M. Simons, husband and wife, by deed of James P. Davidson and Darlene F. Davidson, husband and wife, dated September 9, 2004, and recorded at Clearfield County Instrument Number 2004 14898.

PROPERTY BEING: 808 SOUTH 2ND STREET

VERIFICATION

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

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



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 1-16-07

PHELAN HALLINAN & SCHMIEG, LLP
BY: FRANCIS S. HALLINAN, ESQUIRE
Identification No. 62695
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Wells Fargo Bank, N.A.

ATTORNEY FOR PLAINTIFF

Plaintiff

: Court of Common Pleas

: Civil Division

vs.

: Clearfield County

Eric W. Simons, a/k/a Eric William Simons
Jeanne M. Simons, a/k/a Jeanne M. Chapman,
a/k/a Jeanne M. Sheesley
Defendant(s)

: No. 07-95-CD

PRAECIPE

TO THE PROTHONOTARY:

 X Please mark the above referenced case Discontinued and Ended without prejudice.

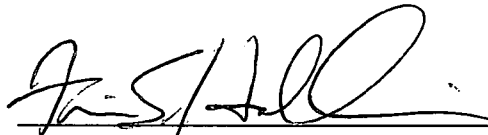
 Please mark the above referenced case Settled, Discontinued and Ended.

 Please mark Judgments satisfied and the Action settled, discontinued and ended.

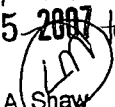
 Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

 Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: 10/31/07


Francis S. Hallinan, Esquire
Attorney for Plaintiff

PHS # 147278

FILED + 1 Cert
m/1:40pm of disc issued
NOV - 5 - 2007 to Atty Hallinan

William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL DIVISION

COPY

Wells Fargo Bank N.A.

Vs.

No. 2007-00095-CD

**Eric W. Simons aka Eric William
Simons and Jeanne M. Simons aka
Jeanne M. Chapman aka Jeanne M.
Sheesley**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 5, 2007, marked:

Discontinued and Ended without prejudice

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 5th day of November A.D. 2007.

A handwritten signature in cursive script, appearing to read "William A. Shaw", followed by the initials "LM". The signature is written in dark ink.

William A. Shaw, Prothonotary