

07-416-CD
Vanderbilt Mort. Vs Geraldine Bratton

Vanderbilt Mortgage vs Geraldine Bratton
2007-416-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Vanderbilt Mortgage + Finance, Inc.
(Plaintiff) CIVIL ACTION

500 Alcoa Trail
(Street Address)

Maryville, TN 37804
(City, State ZIP)

No. 07-416-CD

Type of Case: mortgage Foreclosure

Type of Pleading: Complaint

VS.

Geraldine + Randy Bratton
(Defendant)

1540 Maple St.
(Street Address)

Morrisdale, PA 16858
(City, State ZIP)

Filed on Behalf of:

Vanderbilt Mortgage + Finance, Inc.
(Plaintiff/Defendant)

Richard M. Squire, Esq.

(Filed by)

Richard M. Squire & Associates, LLC
One Jenkintown Station, Suite 104
115 West Avenue

Jenkintown, PA 19046
(Address)

(215) 886-8790

(Phone)

Richard M. Squire / JC
(Signature)

FILED
m/12:51/34
MAR 19 2007
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 85.00
bcc Sheriff

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,

PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

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 of 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
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982**

AVISO

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 asentar 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 avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, 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 edades u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE.
SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA.
ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO
CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES
POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE
AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A
PERSONAS QUE CUALIFICAN.

Lawyer Referral Service
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165

Attorneys for Plaintiff

One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,

PLAINTIFF,

v.

Geraldine E Bratton

Randy A. Bratton

1540 Maple St.

Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Vanderbilt Mortgage and Finance, Inc., by and through its undersigned attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, Vanderbilt Mortgage and Finance, Inc. ("Plaintiff"), is a corporation with its principal place of business at 500 Alcoa Trail Maryville TN 37804.
2. Defendants, Geraldine E Bratton and Randy A. Bratton, are the real owners, mortgagers, and grantees in the last Deed of record to the real property located at Lot 13 Sunset Acres, RR1 Box 814 Morrisdale, PA 16858 (hereinafter referred to as "Premises"). Defendants reside at 1540 Maple St. Morrisdale, PA16858.
3. On Defendants, Geraldine E Bratton and Randy A. Bratton, made, executed, and delivered a Mortgage for the benefit of as security for Defendants', payment and other obligations under a promissory note executed by Defendants on the same date in consideration of a loan made to Defendants by Plaintiff. Said Mortgage is recorded in the

Office of the Recorder in and for Clearfield County, as Instrument No. 199913683, and is incorporated herein by reference by virtue of Pa. R.C.P. §1019(g).

4. The Plaintiff is in the process of preparing a formal legal assignment.
5. Plaintiff is, therefore, either the original mortgagee named in the Mortgage, the legal successor-in-interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignment.
6. The Premises, which is subject to the aforesaid Mortgage is described in Exhibit "A," attached hereto and incorporated herein by reference. The address of the Premises is Lot 13 Sunset Acres, RR1 Box 814, Morrisdale, PA 16858.
7. The aforesaid Mortgage is in default because the required monthly payments due under the terms of the aforesaid promissory note and Mortgage have not been made from through the present date. By the terms of the aforesaid Mortgage, upon breach and failure to cure said breach after written notice, all sums secured by said Mortgage shall be immediately due and owing.
8. The terms of the aforesaid Mortgage further provide that, in the event of default, Defendants shall be liable for Plaintiff's costs and attorney's fees.

9. The following amounts are due as of March 7, 2007:

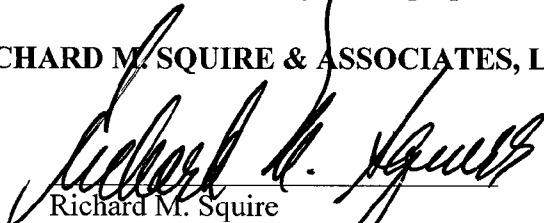
Principal	\$85,081.11
Accrued Interest through March 7, 2007	\$4,532.91
Late Charges	\$373.50
Attorney's Fees	\$4,254.06
TOTAL	<u>\$94,241.58</u>

- plus costs, per diem interest at the rate of \$18.20 for each day after March 7, 2007, until the entry of judgment, and per diem interest subsequent to the entry of judgment.
10. Plaintiff has demanded the total amount due from Defendants, but Defendants have failed and/or refused to pay the same.
11. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. (hereinafter collectively referred to as "Act 91 Notice") was mailed to Defendants via simultaneous regular mail postage prepaid and certified mail return receipt requested on 1/31/2007. A true and correct copy of the Act 91 Notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff respectfully requests that judgment *in rem* be entered in its favor and against Defendants, Geraldine E Bratton and Randy A. Bratton, for foreclosure and sale of the Premises in the amounts due as set forth in Paragraph 9, namely **\$94,241.58**, plus costs, per diem interest, and such other relief as this Court deems just and proper.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By:

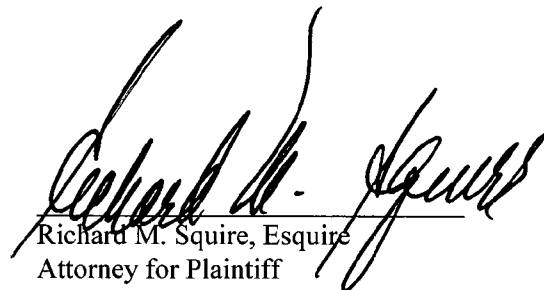

Richard M. Squire
115 West Avenue, Suite 104
Jenkintown, PA 19046
215-886-8790
Attorneys for Plaintiff

Date: March 7, 2007

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

Richard M. Squire, hereby states that he is the attorney for the Plaintiff, a corporation, unless designated otherwise; that he is authorized to make this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Richard M. Squire, Esquire
Attorney for Plaintiff

Date: March 7, 2007

EXHIBIT "A"

LEGAL DESCRIPTION

Exhibit "A"

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

BEGINNING at an iron pin the northerly line of Lot 5 and a corner of Lot 12 of the Sunset Acres Subdivision as recorded in Map File No. 1656 in the Clearfield County Recorder of Deeds Office; thence from said point of beginning and along Lot 12 North $06^{\circ} 38' 48''$ East a distance of 578.98 feet to an iron pin on a southerly corner of Lot 14; thence along Lot 14 South $88^{\circ} 16' 33''$ East a distance of 382.36 feet to an iron pin on the westerly line of lands now or formerly of Dorothy L. Turner, et al.; thence along lands of Turner South $06^{\circ} 38' 48''$ West a distance of 519.96 feet to an iron pin on the northeasterly corner of Lot 4; thence along Lot 4 and Lot 5 South $83^{\circ} 05' 35''$ West a distance of 391.87 feet to an iron pin, the point and place of beginning. Known as Lot 13 of the Sunset Acres Subdivision and containing 4.805 acres.

BEING a portion of the same premises as were granted and conveyed unto George Novosel, by Deed of Mary Knepp, et al., dated August 8, 1997, and recorded at Clearfield County Instrument No. 199900211.

Exhibit B

RICHARD M. SQUIRE & ASSOCIATES, LLC
ATTORNEYS AT LAW

Richard M. Squire*
M. Troy Freedman
* Also Admitted In MD

115 West Ave., Ste. 104
Jenkintown, PA 19046
Tel (215) 886-8790 Fax (215) 886-8791
Email: rsquire@squirelaw.com

DATE: JANUARY 29, 2007

RANDY A. BRATTON
GERALDINE E. BRATTON
LOT 13 SUNSET ACRES
MORRISDALE, PA 16858

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

If you have received a chapter 7 discharge under the Bankruptcy Code of the United States, or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute and attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that require notice prior to foreclosure. As such, this is not an attempt to assert that you may have any personal liability for this debt.

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.

RICHARD M. SQUIRE & ASSOCIATES, LLC
ATTORNEYS AT LAW

Richard M. Squire*
M. Troy Freedman
* Also Admitted In MD

115 West Ave., Ste. 104
Jenkintown, PA 19046
Tel (215) 886-8790 Fax (215) 886-8791
Email: rsquire@squirelaw.com

DATE: JANUARY 29, 2007

RANDY A. BRATTON
GERALDINE E. BRATTON
123 TURNER ROAD
MORRISDALE, PA 16858

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

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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

HOMEOWNER'S NAME(S):	RANDY A. BRATTON GERALDINE E. BRATTON
PROPERTY ADDRESS:	LOT 13, SUNSET ACRES MORRISDALE, PA 16858
LOAN ACCT. NO.:	09189270
ORIGINAL LENDER:	VANDERBILT MORTGAGE AND FINANCE, INC.
CURRENT LENDER/SERVICER:	VANDERBILT MORTGAGE AND FINANCE, INC.

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 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 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 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.

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:

Lot 13, Sunset Acres, Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amount is now past due:

7/1/2006	Prin. + Int.	\$829.94
8/1/2006	Prin. + Int.	\$829.94
9/1/2006	Prin. + Int.	\$829.94
10/1/2006	Prin. + Int.	\$829.94
11/1/2006	Prin. + Int.	\$829.94
12/1/2006	Prin. + Int.	\$829.94
1/1/2007	Prin. + Int.	\$829.94

TOTAL AMOUNT PAST DUE **\$5,809.58**

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of this date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER** WHICH IS \$5,809.58, 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: Vanderbilt Mortgage and Finance, Inc.

P.O. Box 9800
Maryville, TN 37802

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.

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 FIVE (5) 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 of action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Vanderbilt Mortgage and Finance, Inc.
P.O. Box 9800
Maryville, TN 37802

Phone Number: (800) 970-7250

Fax Number: (865) 380-3772

Contact Person: Lisa Simpson

EFFECT OF SHERIFF'S SALE – You should realize that a Sheriff' 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 X 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 it 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 THE 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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE INCLUDED. See attached listing for the agency located in your county.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. Squire". The signature is fluid and cursive, with the first name "Richard" and last name "Squire" clearly distinguishable.

RICHARD M. SQUIRE & ASSOCIATES, LLC
Richard M. Squire, Esquire

Comprehensive Housing Counseling Agencies

Clearfield County

Please note: Many of the agencies offer workshops at various sites; call to find a location near you.

Report last updated: 11/28/2006 4:18:30

C C C Service of N.E.P.A.

Craig Selner
401 Laurel Street
Pittston PA 18640
800.922.9537
Fax 814.238.3669

CCCS of Western PA

Mary Loftus
917 A Logan Blvd.
Altoona PA 16602
888.511.2227
Fax 412.390.1336

Indiana County Community Action Program

Randy Foster
827 Water Street
Indiana PA 15701
724.465.2657
Fax 724.465.5118

Keystone Economic Development Corporation

Jackie Lightfoot
1954 Mary Grace Lane
Johnstown PA 15901
814.535.6556
Fax 814.539.1688

Northern Cambria Group (NORCAM)

Connie Kuzma
4200 Crawford Avenue S-200
Northern Cambria PA 15714
814.948.4444
Fax 814.948.4449

Rural Opportunities, Inc.

Michael Johnson
1625 N. Front Street
Harrisburg PA 17102
717.234.6616
Fax 717.234.6692

Exhibit C

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 18th day of August, 1999, by and between the undersigned, Randy A. Bratton and Geraldine E. Bratton, Husband and Wife hereinafter called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E Pleasant Valley Blvd., Altoona, Pennsylvania 16602, hereinafter called "Mortgagee"

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith in the principal sum of Ninety-One Thousand Four Hundred Three and 00/100 Dollars (\$91,403.00)

(and/or any renewal, refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) or

Township of Graham known and numbered as RRI Box 814 Lot 13 Sunset Acres Subdivision City Morrisdale, PA 16858

Street Address _____ City Town Post Office _____
Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Instrument # _____ and more particularly described as:

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, licenses, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferment
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and pay Mortgagee for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining balance due on the balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisement, stay and exemption laws now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereon in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagors do _____ intend to permanently affix to said property

Recorded
8-18-99
Instrument

199913683

BUT PROVIDED ALWAYS that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown,

Signed Sealed and Delivered in the Presence of

Mary Kay Pritchard

Randy A. Bratton (SEAL)
Randy A. Bratton

Geraldine E. Bratton (SEAL)
Geraldine E. Bratton

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagee to be 1683 E PLEASANT VALLEY BLVD, ALTOONA, PENNSYLVANIA 16602

Melody J. Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 18th day of August, 19 99, before me Melody J. Endress, the undersigned officer, personally appeared Randy A. Bratton and Geraldine E. Bratton, Husband and Wife known to me (or satisfactorily proven) to be the person s whose name s are subscribed to the within instrument and acknowledged that they as Mortgagors have executed the same for the purposes herein contained

In Witness Whereof I Hereunto set my hand and official seal
My commission expires

Notarial Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 2002
Member Pennsylvania Association of Notaries

Melody J. Endress
Notary Public

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF
RECORDED on this
day
A.D. 19
in
the Recorder's Office of said County, in Mort-
gage Book, Vol. Page
Given under my hand and seal of the said
office, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO

FAMILY MOBILE
HOMES, INC.

MAIL TO

FAMILY MOBILE
HOMES, INC.

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
M. Troy Freedman, Esquire
ID No. 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Attorneys for Plaintiff

CR
FILED ^{icc}
01:40 PM ^{Atty}
MAY 15 2007 ^{Freedman}

William A. Shaw
Prothonotary/Clerk of Courts
^{icc Sheriff}
^(without memo)
(GK)

Vanderbilt Mortgage and Finance, Inc.,
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

DOCKET NO. 07-416-CD

CIVIL ACTION

ORDER

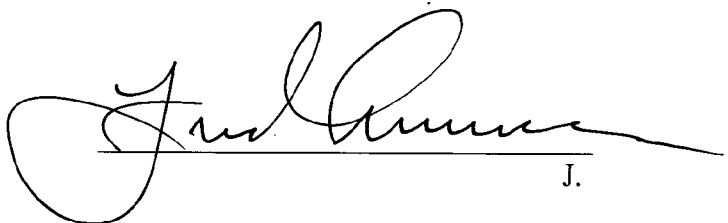
AND NOW, this 15th day of MAY, 2007, upon consideration of Plaintiff's Motion for Default Judgment or, in the Alternative, to Compel Sheriff of Clearfield County to File Returns of Service, and upon consideration of any response thereto, and good cause showing; it is hereby ORDERED and DECREED that

- ☐ default judgment is entered in favor of Plaintiff and against Defendants, jointly and severally, as follows:

As set forth in the Complaint	\$94,241.58
Interest from 03/07/2007 to 04/24/2007	\$ <u>873.60</u>
TOTAL	\$95,115.18; or

FJA X
the Sheriff of Clearfield County is directed to file its Returns of Service in the above-captioned matter with the Prothonotary of Clearfield County within five (5) days of the date hereof.

BY THE COURT:


J.

LA

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

ID No. 04267

M. Troy Freedman, Esquire

ID No. 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, PA 19046

Telephone: 215-886-8790

Fax: 215-886-8791

FILED

MAY 14 2007

m/p/w

William A. Shaw

Prothonotary/Clerk of Courts

1 CEM TO ATT

(m/v)

Vanderbilt Mortgage and Finance, Inc.,
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

DOCKET NO. 07-416-CD

CIVIL ACTION

**PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT OR, IN THE ALTERNATIVE,
TO COMPEL SHERIFF OF CLEARFIELD COUNTY TO FILE RETURNS OF
SERVICE**

AND NOW, Vanderbilt Mortgage and Finance, Inc., by its undersigned attorney and moves this Honorable Court for default judgment or, in the alternative, to compel Sheriff of Clearfield County to file its Returns of Service in this matter. In support thereof, Plaintiff avers the following:

1. This proceeding involves foreclosure on a delinquent mortgage pursuant to Pa. R.C.P. 1141 *et seq.*
2. Plaintiff's Complaint was filed on March 19, 2007 and was thereafter forwarded to the Sheriff of Clearfield County for personal service upon Defendants in accordance with Pa. R.C.P. 410 and 400 *et seq.*

3. When thirty (30) days had elapsed from the date of filing of the Complaint, the undersigned law firm's staff followed up with "Bonnie" in the Clearfield County Sheriff's Office to confirm whether service of Plaintiff's Complaint had been effectuated.
4. Bonnie advised that service of Plaintiff's Complaint had been effectuated on March 21, 2007. At the time of that telephone conversation, the undersigned law firm has not yet received the Sheriff's Returns of Service and Bonnie had given no indication that the Sheriff of Clearfield County was delayed in its processing of Sheriff's Returns.
5. Relying on Bonnie's representations, the undersigned law firm's staff updated its case management system with the date of service of the Complaint and forwarded the Notice of Praecipe for Entry of Judgment by Default for Failure to Plead [hereinafter referred to as "10-Day Notices"], pursuant to Pa. R.C.P. 237.1(a)(2)(i) and 237.5, to both Defendants on April 11, 2007 via regular mail, postage prepaid. True and correct copies thereof are collectively attached hereto as Exhibit "A" and made a part hereof.
6. When the 10-Day Notices had expired and no responsive pleading had been filed by Defendants, the undersigned law firm's staff forwarded a Praecipe for Judgment for Failure to Answer and Assessment of Damages [hereinafter referred to as "Praecipe"], pursuant to Pa. R.C.P. 1037(b), to the Prothonotary of Clearfield County for filing. A true and correct copy thereof is attached hereto as Exhibit "B" and made a part hereof.
7. The Prothonotary of Clearfield County refused to accept Plaintiff's Praecipe and

returned same along with a cover letter stating that the Sheriff's Returns had not been filed. A true and correct copy of such cover letter is attached hereto as Exhibit "C" and made a part hereof.

8. Immediately after receiving the aforementioned letter, the undersigned law firm's staff contacted Bonnie at the Clearfield County Sheriff's Office. Bonnie advised that the Sheriff's Office was presently processing Sheriff's Returns from February 2007; that the Sheriff's Office was "short-staffed"; that the staff in the Sheriff's Office had asked for permission to hire additional employees, but were not allowed to; and that the undersigned law firm could file a Motion with the Court for judgment.
9. Pa. R.C.P. 1037(c) provides: "In all cases, the court, on motion of a party, may enter an appropriate judgment against a party upon default or admission."
10. In this matter, Plaintiff would have been otherwise able to obtain default judgment, but for processing delays in the Clearfield County Sheriff's Office over which Plaintiff has no control.
11. At this time, the Court has authority and adequate grounds upon which to enter default judgment in an amount consistent with the Praecipe. *See* Ex. "B."
12. Because the mortgage in this action is residential in nature, Plaintiff adheres to the foreclosure guidelines of the Federal National Mortgage Association ("Fannie Mae"). One of these guidelines mandates that mortgagees complete their foreclosure proceeding within 270 total days.
13. Accordingly, Plaintiff desires the entry of default judgment so that it does not violate Fannie Mae's foreclosure time-frame.

14. In the alternative, Plaintiff requests an Order directing the Sheriff of Clearfield County to file its Returns of Service forthwith.

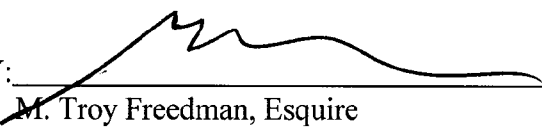
WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter default judgment in favor of Plaintiff and against Defendants, jointly and severally; or, in the alternative, compel the Sheriff of Clearfield County to file its Returns of Service in this matter.

Respectfully submitted,

RICHARD M. SQUIRE & ASSOCIATES, LLC

Dated: May 10, 2007

BY: _____


M. Troy Freedman, Esquire
Attorney for Plaintiff

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

ID No. 04267

M. Troy Freedman, Esquire

ID No. 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, PA 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Vanderbilt Mortgage and Finance, Inc.,
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

DOCKET NO. 07-416-CD

CIVIL ACTION

VERIFICATION

I, M. Troy Freedman, Esquire, hereby state that I am one of the attorneys for Plaintiff, a corporation unless designated otherwise; that I am authorized to make this Verification; that I have personal knowledge of the facts averred in the foregoing Motion; and that the statements made in the foregoing Motion are true and correct to the best of my knowledge, information and belief. The undersigned understands that this statements herein are made subject to the penalties of Pa. C.S. §4904, relating to unsworn falsification to authorities.

Dated: May 10, 2007

RICHARD M. SQUIRE & ASSOCIATES, LLC

BY: 

M. Troy Freedman, Esquire
Attorney for Plaintiff

Exhibit “A”

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,

PLAINTIFF,

v.

Geraldine E Bratton

Randy A. Bratton

1540 Maple St.

Morrisdale, PA 16858

DEFENDANTS.

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

NO: 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

**TO: Geraldine E Bratton
1540 Maple St.
Morrisdale PA 16858**

DATE OF NOTICE: April 11, 2007

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982**

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,

PLAINTIFF,

v.

Geraldine E Bratton

Randy A. Bratton

1540 Maple St.

Morrisdale, PA 16858

DEFENDANTS.

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

NO: 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

**TO: Randy A. Bratton
1540 Maple St.
Morrisdale PA 16858**

DATE OF NOTICE: April 11, 2007

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982**

Exhibit “B”

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO 07-416-CD

CIVIL ACTION


**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against Randy A. & Geraldine E. Bratton, Defendants for their failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for Foreclosure and Sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$94,241.58
Interest from 03/07/2007 to 04/24/2007	\$ 873.60
TOTAL	\$95,115.18

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



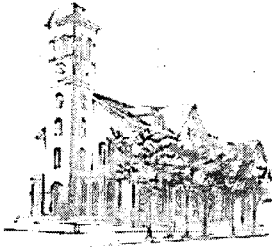
Richard M. Squire, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: _____

PROTHONOTARY

Exhibit “C”



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

07-416-CD

To: All concerned parties

We are returning the enclosed document(s) due to the lack of a sheriff's return being filed.

Please contact the Clearfield County Sheriff's Office to confirm the filing of a sheriff's return prior to resubmitting the documents(s).

Sincerely,

A handwritten signature in black ink, appearing to read "William A. Shaw", with a small mark below it.

William A. Shaw
Prothonotary/Clerk of Courts

Enclosures

WAS/brh

cc: Clearfield County Sheriff

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
M. Troy Freedman, Esquire
ID No. 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

DOCKET NO. 07-416-CD

CIVIL ACTION

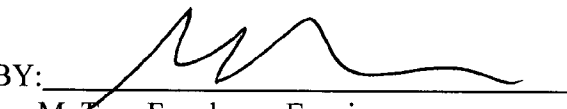
CERTIFICATE OF SERVICE

I, M. Troy Freedman, Esquire, hereby certify that, on this date, I served or caused to be served a true and correct copy of the foregoing Plaintiff's Motion for Default Judgment or, in the Alternative, to Compel Sheriff of Clearfield County to File Returns of Service, Verification, and proposed form of Order upon the following person via simultaneous regular mail postage prepaid and certified mail, return receipt requested to:

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

Dated: May 10, 2007

RICHARD M. SQUIRE & ASSOCIATES, LLC

BY: 
M. Troy Freedman, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICE # 1 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.
vs.
DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

NOW, March 21, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GERALDINE E. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALDINE E. BRATTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
07:35 PM
MAY 16 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICE # 2 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.
vs.
DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

NOW, March 21, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY A. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALDINE BRATTON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICE # 3 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.

vs.

DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

NOW, March 21, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GERALDINE E. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALDINE E. BRATTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICE # 4 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.
vs.
DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

NOW, March 21, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY A. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALDINE BRATTON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICE # 5 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.

vs.

DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

NOW, March 21, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GERALDINE E. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALDINE E. BRATTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. LOT 13 SUNSET ACRES, MORRISDALE, PA. "VACANT".

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICE # 6 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.

vs.

DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

NOW, March 21, 2007 AT 1:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY A. BRATTON DEFENDANT AT 1540 MAPLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GERALDINE BRATTON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.
LOT 13 SUNSET ACRES, MORRISDALE, PA. "VACANT".

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102575
NO: 07-416-CD
SERVICES 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.
vs.
DEFENDANT: GERALDINE E. BRATTON and RANDY A. BRATTON

SHERIFF RETURN

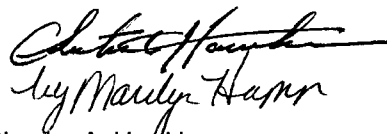
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SQUIRE	7611	60.00
SHERIFF HAWKINS	SQUIRE	7611	40.00
SHERIFF HAWKINS	SQUIRE	7675	20.61

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Attorneys for Plaintiff

FILED
MAY 21 2007 *en*
M/12:30/11
William A. Shaw
Prothonotary/Clerk of Courts
CEN TO EACH DE
W/NOTICE

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO 07-416-CD

CIVIL ACTION

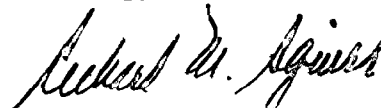
**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against Randy A. & Geraldine E. Bratton, Defendants for their failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for Foreclosure and Sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$94,241.58
Interest from 03/07/2007 to 05/18/2007	<u>\$ 1,310.40</u>
TOTAL	\$95,551.98

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



Richard M. Squire, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: MAY 21, 2007


PROTHONOTARY

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO 07-416-CD

CIVIL ACTION

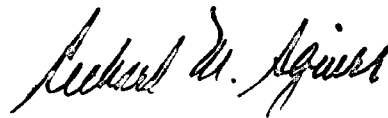
VERIFICATION OF NON-MILITARY SERVICE

Richard M. Squire, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that Defendants Randy A. & Geraldine E. Bratton are over 18 years of age and reside at Lot 13 Sunset Acres, RR1 Box 814, Morrisdale, PA 16858.

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



Richard M. Squire, Esquire
Attorney for Plaintiff

Date: 5/18/07

Office of the
PROTHONOTARY
Clearfield County
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641 x1330

Date 5-21-07

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

NOTICE

TO: Geraldine E Bratton
1540 Maple St.
Morrisdale, PA 16858

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that
on May 21, 2007, a judgment(degree)(order) was entered against you in this office in the
proceeding as indicated above.



Prothonotary

~~Deputy Prothonotary~~

Date Mailed: 5-21-07

Office of the
PROTHONOTARY
Clearfield County
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641 x1330

Date 5-21-07

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

NOTICE

TO: Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that on May 21, 2007, a judgment(degree)(order) was entered against you in this office in the proceeding as indicated above.



Prothonotary

Deputy Prothonotary

Date Mailed: 5-21-07

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,

PLAINTIFF,

v.

Geraldine E Bratton

Randy A. Bratton

1540 Maple St.

Morrisdale, PA 16858

DEFENDANTS.

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

NO: 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

TO: Geraldine E Bratton

1540 Maple St.

Morrisdale PA 16858

DATE OF NOTICE: April 11, 2007

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982**

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,

PLAINTIFF,

v.

Geraldine E Bratton

Randy A. Bratton

1540 Maple St.

Morrisdale, PA 16858

DEFENDANTS.

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

NO: 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

TO: Randy A. Bratton

1540 Maple St.

Morrisdale PA 16858

DATE OF NOTICE: April 11, 2007

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 x5982**

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
I.D. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
(215) 886-8790 Fax (215) 886-8791
Attorneys for Plaintiff

FILED *no cc*
JUL 27 2007 *ck*

William A. Shaw
Prothonotary/Clerk of Courts

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E. Bratton
Randy A. Bratton
1540 Maple Street
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

Vanderbilt Mortgage and Finance, Inc., Plaintiff in the above action, being authorized to do so, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at Lot No. 13, Sunset Acres, Graham Township, Clearfield County, PA, a/k/a RR1 Box 814, Morrisdale, PA 16858, together with the 1999 Skyline Manufactured/Mobile Home Vehicle Identification No. 06111026 LAB, Title No. 53982048001 BR, erected thereon:

1. Name and last known address of Owner(s) or Reputed Owner(s):

Geraldine E. Bratton, 1540 Maple St., Morrisdale, PA 16858
Randy A. Bratton, 1540 Maple St. Morrisdale, PA 16858

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

Geraldine E. Bratton, 1540 Maple St., Morrisdale, PA 16858
Randy A. Bratton, 1540 Maple St., Morrisdale, PA 16858

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

Vanderbilt Mortgage and Finance, Inc.	500 Alcoa Trail Maryville, TN 37804
---------------------------------------	--

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

Vanderbilt Mortgage and Finance, Inc.	500 Alcoa Trail Maryville, TN 37804
---------------------------------------	--

Beneficial Consumer Discount Company	1067 Pennsylvania Avenue Tyrone, PA 16686
--------------------------------------	--

Beneficial Consumer Discount Company	1995 South Atherton Street State College, PA 16801
--------------------------------------	---

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

None other.

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

PA Department of Revenue Bureau of Compliance P.O. Box 281230	Harrisburg, PA 17128-1230
---	---------------------------

Department of Public Welfare Attn : Legal Department	Health & Welfare Building P. O. Box 2675 Harrisburg, PA 17105-2675
---	--

Domestic Relations	Clearfield County Domestic Relations 230 East Market Street, Suite 300 Clearfield, PA 16830
--------------------	---

Clearfield County Assessment Office & Tax Claim Bureau	230 East Market Street Clearfield, PA 16830
---	--

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

Tenant/Occupant	RR 1, Box 814 Morrisdale, PA 16858
-----------------	---------------------------------------

VERIFICATION

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. §4904 relating to unsworn falsification to authorities.

Richard M. Squire & Associates, LLC

By: 

M. Troy Freedman, Esquire
115 West Avenue, Suite 104
Jenkintown, PA 19046
(215) 886-8790
Attorneys for Plaintiff

Date: July 20, 2007

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

NO 07-416-CD

CIVIL ACTION

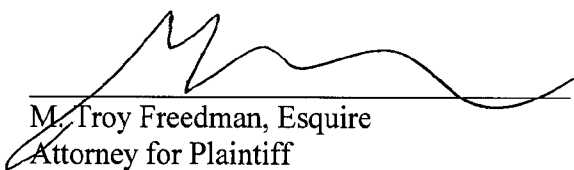
CERTIFICATION

M. Troy Freedman, Esquire, hereby verifies that he is an attorney for the Plaintiff in the above captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ An FHA Mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 Procedures have been fulfilled

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

Date: July 20, 2007


M. Troy Freedman, Esquire
Attorney for Plaintiff

Richard M. Squire & Associates, LLC

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, PA 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

NO 07-416-CD

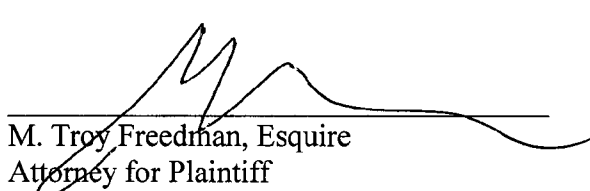
CIVIL ACTION

AFFIDAVIT OF LAST KNOWN ADDRESSES

I, M. Troy Freedman, Esquire, being duly sworn according to law, hereby depose and say that I am one of the attorneys for Plaintiff in the above matter and that the last known address for the Defendants herein is as follows:

Defendants: 1540 Maple Street
Morrisdale, PA 16858

Date: July 20, 2007


M. Troy Freedman, Esquire
Attorney for Plaintiff

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

NO 07-416-CD

CIVIL ACTION

VERIFICATION OF NON-MILITARY SERVICE

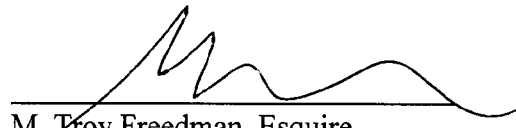
M. Troy Freedman, Esquire, hereby verifies that he is one of the attorneys for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that Defendants are over 18 years of age and reside at 1540 Maple Street, Morrisdale, PA 16858.

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

Dated: July 20, 2007


M. Troy Freedman, Esquire
Attorney for Plaintiff

Richard M. Squire & Associates, LLC

By: Richard M. Squire, Esquire

M. Troy Freedman, Esquire

ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, PA 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

v.

Geraldine E Bratton
1540 Maple St.
Morrisdale, PA 16858

Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

To the Prothonotary:

Issue Writ of Execution in the above matter.

Amount Due \$95,115.18

Interest From 04/25/2007 to

Date of Sale

\$ _____

@ \$ per diem

\$ _____

* plus fees and costs

125.00 Prothonotary costs

Dated

7/24/07

Attorney for Plaintiff(s)

FILED

JUL 27 2007

Att. pd. 20.00

1cc @ Lewitz

to Sheriff

Docket No.07-416-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
Vanderbilt Mortgage and Finance, Inc.,
Plaintiff

v.

Geraldine E Bratton
1540 Maple St.
Morrisdale, PA 16858

Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

Defendants.

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed: _____

Richard M. Squire, Esquire
M. Troy Freedman, Esquire
Richard M. Squire & Associates, LLC
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
(215) 886-8790 Fax (215) 886-8791
Attorneys for Plaintiff

Attorney for Plaintiff

FILED

JUL 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

COPY

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO 07-416-CD

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

CIVIL ACTION

DEFENDANTS.

WRIT OF EXECUTION
(Mortgage Foreclosure)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Lot 13, Sunset Acres, Graham Township, Clearfield County, PA,
a/k/a RR 1, Box 814, Morrisdale, PA 16858;
Clearfield County Parcel No. 116.0-009-000-00038
and
1999 Skyline Manufactured/Mobile Home
Vehicle Identification No. 06111026 LAB,
Title No. 53982048001 BR
(See attached legal description)

Amount Due
Interest From 04/25/2007 to
Date of Sale
@ \$ per diem
* plus fees and costs

\$95,115.18

\$ _____

\$

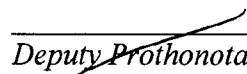
125.00

Prothonotary costs


PROTHONOTARY

Seal of Court

BY:


Deputy Prothonotary

Date 7/27/07

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

Defendants.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed: _____

Richard M. Squire, Esquire
M. Troy Freedman, Esquire
Richard M. Squire & Associates, LLC
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
(215) 886-8790 Fax (215) 886-8791
Attorneys for Plaintiff

Lot 13 Sunset Acres, a/k/a RR1 Box 814
Morrisdale, PA 16858 and
1999 Skyline Manufactured/Mobile Home
Vehicle Identification No. 06111026 LAB
Title No. 53982048001 BR

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
I.D. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
(215) 886-8790 Fax (215) 886-8791
Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,
PLAINTIFF,

v.

Geraldine E. Bratton
Randy A. Bratton
1540 Maple Street
Morrisdale, PA 16858,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO. 07-416-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Vanderbilt Mortgage and Finance, Inc., Plaintiff in the above action, being authorized to do so, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at Lot No. 13, Sunset Acres, Graham Township, Clearfield County, PA, a/k/a RR1 Box 814, Morrisdale, PA 16858, together with the 1999 Skyline Manufactured/Mobile Home Vehicle Identification No. 06111026 LAB, Title No. 53982048001 BR, erected thereon:

1. Name and last known address of Owner(s) or Reputed Owner(s):

Geraldine E. Bratton, 1540 Maple St., Morrisdale, PA 16858
Randy A. Bratton, 1540 Maple St. Morrisdale, PA 16858

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

Geraldine E. Bratton, 1540 Maple St., Morrisdale, PA 16858
Randy A. Bratton, 1540 Maple St., Morrisdale, PA 16858

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

| | |
|---------------------------------------|--|
| Vanderbilt Mortgage and Finance, Inc. | 500 Alcoa Trail
Maryville, TN 37804 |
|---------------------------------------|--|

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

| | |
|---------------------------------------|--|
| Vanderbilt Mortgage and Finance, Inc. | 500 Alcoa Trail
Maryville, TN 37804 |
|---------------------------------------|--|

| | |
|--------------------------------------|--|
| Beneficial Consumer Discount Company | 1067 Pennsylvania Avenue
Tyrone, PA 16686 |
|--------------------------------------|--|

| | |
|--------------------------------------|---|
| Beneficial Consumer Discount Company | 1995 South Atherton Street
State College, PA 16801 |
|--------------------------------------|---|

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

None other.

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

| | |
|---|---------------------------|
| PA Department of Revenue
Bureau of Compliance
P.O. Box 281230 | Harrisburg, PA 17128-1230 |
|---|---------------------------|

| | |
|---|--|
| Department of Public Welfare
Attn : Legal Department | Health & Welfare Building
P. O. Box 2675
Harrisburg, PA 17105-2675 |
|---|--|

| | |
|--------------------|---|
| Domestic Relations | Clearfield County Domestic Relations
230 East Market Street, Suite 300
Clearfield, PA 16830 |
|--------------------|---|

| | |
|---|--|
| Clearfield County Assessment Office
& Tax Claim Bureau | 230 East Market Street
Clearfield, PA 16830 |
|---|--|

| | |
|----------|--|
| GMAC LLC | 2600 Troy Center Drive, #101
Troy, MI 48084 |
|----------|--|

| | |
|----------|--|
| GMAC LLC | c/o The Corporation Company
30600 Telegraph Road
Bingham Farms, MI 48025 |
|----------|--|

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

Tenant/Occupant

RR 1, Box 814
Morrisdale, PA 16858

VERIFICATION

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. §4904 relating to unsworn falsification to authorities.

Richard M. Squire & Associates, LLC

By: 

M. Troy Freedman, Esquire
115 West Avenue, Suite 104
Jenkintown, PA 19046
(215) 886-8790
Attorneys for Plaintiff

Date: August 27, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20633
NO: 07-416-CD

PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.
vs.
DEFENDANT: GERALDINE E. BRATTON AND RANDY A. BRATTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/27/2007

LEVY TAKEN 8/22/2007 @ 10:21 AM

POSTED 8/22/2007 @ 10:21 AM

SALE HELD 11/2/2007

SOLD TO VANDERBILT MORTGAGE AND FINANCE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/13/0200

DATE DEED FILED 2/13/2008

PROPERTY ADDRESS LOT #13, SUNSET ACRES, A/K/A RR 1, BOX 814 A/K/A 123 TURNER ROAD MORRISDALE ,
PA 16858

FILED
013:16 Bcl
FEB 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

8/23/2007 @ 2:50 PM SERVED GERALDINE E. BRATTON

SERVED GERALDINE E. BRATTON, DEFENDANT, AT THE SHERIFF'S OFFICE, CLEARFIELD COUNTY COURT HOUSE, 1 NORTH SECOND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDY BRATTON, HUSBAND/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

8/23/2007 @ 2:50 PM SERVED RANDY A. BRATTON

SERVED RANDY A. BRATTON, DEFENDANT, AT THE SHERIFF'S OFFICE, CLEARFIELD COUNTY COURT HOUSE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDY BRATTON

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20633
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PLAINTIFF: VANDERBILT MORTGAGE AND FINANCE, INC.
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Execution REAL ESTATE

SHERIFF RETURN


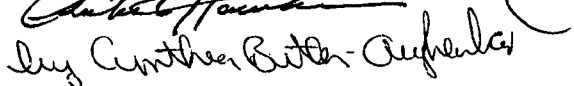
SHERIFF HAWKINS \$231.14

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
Fax: 215-886-8791

Vanderbilt Mortgage and Finance, Inc.
PLAINTIFF,

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

v.

NO 07-416-CD

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

CIVIL ACTION

DEFENDANTS.

WRIT OF EXECUTION
(Mortgage Foreclosure)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Lot 13, Sunset Acres, Graham Township, Clearfield County, PA,
a/k/a RR 1, Box 814, Morrisdale, PA 16858;
Clearfield County Parcel No. 116.0-009-000-00038
and
1999 Skyline Manufactured/Mobile Home
Vehicle Identification No. 06111026 LAB,
Title No. 53982048001 BR
(See attached legal description)

Amount Due
Interest From 04/25/2007 to
Date of Sale
@ \$ per diem
* plus fees and costs

\$95,115.18

\$ _____

\$ _____
125.00

Prothonotary costs

William H. Hays
PROTHONOTARY

Seal of Court

BY:

Deputy Prothonotary

Date 7/27/07

Received this writ this 27th day
of July A.D. 2007
At 3:00 A.M./P.M.

Charles A. Hanks
Sheriff by Cynthia Butler

Docket No. 07-416-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,

v.

Geraldine E Bratton
Randy A. Bratton
1540 Maple St.
Morrisdale, PA 16858

Defendants.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed: _____

Richard M. Squire, Esquire
M. Troy Freedman, Esquire
Richard M. Squire & Associates, LLC
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
(215) 886-8790 Fax (215) 886-8791
Attorneys for Plaintiff

Lot 13 Sunset Acres, a/k/a RR1 Box 814
Morrisdale, PA 16858 and
1999 Skyline Manufactured/Mobile Home
Vehicle Identification No. 06111026 LAB
Title No. 53982048001 BR

LEGAL DESCRIPTION

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

BEGINNING at an iron pin the northerly line of Lot 5 and a corner of Lot 12 of the Sunset Acres Subdivision as recorded in Map File No. 1656 in the Clearfield County Recorder of Deeds Office; thence from said point of beginning and along Lot 12 North $06^{\circ} 38' 48''$ East a distance of 578.98 feet to an iron pin on a southerly corner of Lot 14; thence along Lot 14 South $88^{\circ} 16' 33''$ East a distance of 382.36 feet to an iron pin on the westerly line of lands now or formerly of Dorothy L. Turner, et al.; thence along lands of Turner South $06^{\circ} 38' 48''$ West a distance of 519.96 feet to an iron pin on the northeasterly corner of Lot 4; thence along Lot 4 and Lot 5 South $83^{\circ} 05' 35''$ West a distance of 391.87 feet to an iron pin, the point and place of beginning.

Known as Lot 13 of the Sunset Acres Subdivision and containing 4.805 acres.

BEING known as Parcel No. 116.0-009-000-00038.

BEING the same premises which George Novosel granted and conveyed unto Randy A. Bratton and Geraldine E. Bratton, husband and wife, by Deed dated August 18, 1999 and recorded on August 18, 1999 as Instrument No. 199913682, Clearfield County Records.

TOGETHER WITH all that certain right, title, interest in and/or claim to a 1999 Skyline Manufactured/Mobile Home Vehicle Identification No. 06111026 LAB, Title No. 53982048001 BR, erected thereon.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GERALDINE E. BRATTON

NO. 07-416-CD

NOW, February 13, 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 November 02, 2007, I exposed the within described real estate of Geraldine E. Bratton And Randy A. Bratton to public venue or outcry at which time and place I sold the same to VANDERBILT MORTGAGE AND FINANCE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|-------------------|-------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 12.61 |
| LEVY | 15.00 |
| MILEAGE | 12.61 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION | 0.00 |
| POSTAGE | 4.92 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID AMOUNT | 1.00 |
| RETURNS/DEPUTIZE | |
| COPIES | 15.00 |
| | 5.00 |
| BILLING/PHONE/FAX | 10.00 |
| CONTINUED SALES | |
| MISCELLANEOUS | |

TOTAL SHERIFF COSTS \$231.14

DEED COSTS:

| | |
|-------------------------|----------------|
| ACKNOWLEDGEMENT | 5.00 |
| REGISTER & RECORDER | 28.50 |
| TRANSFER TAX 2% | 0.00 |
| TOTAL DEED COSTS | \$28.50 |

PLAINTIFF COSTS, DEBT AND INTEREST:

| | |
|--------------------|-----------|
| DEBT-AMOUNT DUE | 95,115.18 |
| INTEREST @ % | 0.00 |
| FROM TO 11/02/2007 | |

| | |
|--------------------------|-------|
| 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 \$95,155.18

COSTS:

| | |
|---------------------|----------|
| ADVERTISING | 428.02 |
| TAXES - COLLECTOR | |
| TAXES - TAX CLAIM | 7,832.72 |
| DUE | |
| LIEN SEARCH | 100.00 |
| ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS | 28.50 |
| SHERIFF COSTS | 231.14 |
| LEGAL JOURNAL COSTS | 180.00 |
| PROTHONOTARY | 125.00 |
| MORTGAGE SEARCH | 40.00 |
| MUNICIPAL LIEN | |

TOTAL COSTS \$8,970.38

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEVELAND BROTHERS EQUIPMENT
CO., INC.,

Plaintiff

vs.

JOSEPH A. ROBISON,

Defendants.

CIVIL DIVISION

No. 2009-00416 CD

TYPE OF PLEADING:

**PRAECIPE TO REISSUE WRIT OF
REVIVAL**


FILED ON BEHALF OF:
Cleveland Brothers Equipment Co., Inc.

COUNSEL OF RECORD FOR THIS
PARTY:

Donald L. Phillips, Esquire
PA I.D. #01339

Donald L. Phillips, P.C.
1016 Greentree Road
Suite 202
Pittsburgh, PA 15220
(412) 281-1977
Attorneys' Firm I.D. #0327

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FILED ⁶⁸
mlas 4-31am NOce
JUN 20 2018
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS


Donald L. Phillips, Esquire
Attorney for Plaintiff

Donald L. Phillips, Esquire
Attorney for Plaintiff

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial Systems of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Docket No: - **2009-00416 CD**

PA ID# 01339

Attorney Number (If Applicable)

412-281-1977

Telephone

1016 Greentree Road, Suite 202, Pittsburgh, PA 15220
Address

Pittsburgh, PA 15220
City/State/Zip Code

dphillips@donaldphillipslaw.com
Email Address



Signature of Attorney or Pro Se Litigant

Donald L. Phillips, Esquire
Printed Name

NOTE: Parties and attorney of record in a case will have access to this confidential form. Confidentiality of this information must be maintained.