

07-1224-CD
Suntrust Mortgage vs Jennifer A. English

Date: 8/27/2008

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:14 AM

ROA Report

Page 1 of 2

Case: 2007-01224-CD

Current Judge: Fredric Joseph Ammerman

Suntrust Mortgage, Inc. vs. Jennifer A. English

Mortgage Foreclosures

Date	Judge
7/31/2007	New Case Filed.
	<input checked="" type="checkbox"/> Filing: Complaint in Mortgage Foreclosure, situated in the Borough of Clearfield Paid by: Hallinan, Francis S. (attorney for Suntrust Mortgage, Inc.) Receipt number: 1920041 Dated: 07/31/2007 Amount: \$85.00 (Check) 2CC shff.
12/5/2007	<input checked="" type="checkbox"/> Motion For Service Pursuant to Special Order of Court, filed by s/ Daniel G. Schmieg Esq. 1CC Atty. <input checked="" type="checkbox"/> Filing: Praecipe to Renistate Complaint Paid by: Phelan Hallinan & Schmieg LLP Receipt number: 1921722 Dated: 12/05/2007 Amount: \$7.00 (Check) 1 Cert. with reinstated complalint to Atty.
12/6/2007	<input checked="" type="checkbox"/> Order, this 6th day of Dec., 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant by Publication, first class and certified mail, and by posting the mortgaged premises known as 511 East 7th St., Clfd. PA 16830, by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3cc Atty.
12/21/2007	<input checked="" type="checkbox"/> Affidavit of Service filed. That a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail to Jennifer A. English on December 20, 2007 in accordance with the Order of Court dated December 6, 2007, filed by s/ Francis S. Hallinan Esq. No CC. <input checked="" type="checkbox"/> Filing: Reinstate Civil Action/Mortgage Foreclosure Paid by: Hallinan, Francis S. (attorney for Suntrust Mortgage, Inc.) Receipt number: 1921951 Dated: 12/21/2007 Amount: \$7.00 (Check) filed by s/ Francis S. Hallinan, Esquire. 1 Compl. reinstated to Sheriff, 1 Compl. Reinstated to Atty <input checked="" type="checkbox"/> Sheriff Return, December 21, 2007 Returned the within Complaint in Mortgage Foreclosure "NOT SERVED, TIME EXPIRED" as to Jennifer A. English. December 21, 2007 After diligent search I returned the within Complaint in Mortgage Foreclosure "NOT FOUND" as to Jennifer A. English. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Phelan \$43.00
2/28/2008	<input checked="" type="checkbox"/> Motion to Direct the Sheriff to File Affidavit of Service, filed by s/Jenine R. Davey, Esq. No CC <input checked="" type="checkbox"/> Certificate of Service, filed. That true and correct copies of Plaintiff's Motion to Direct Sheriff to File Affidavit of Service and Brief in Support thereof were served by first class mail to Chester A. Hawkins-shff., Peter F. Smith Esq., and Jennifer A. English, filed by s/ Jenine R. Davey Esq. No CC.
2/29/2008	<input checked="" type="checkbox"/> Order, this 28th day of Feb., 2008, it is Ordered that the Sheriff of Clfd. Co. is directed to file an Affidavit of Service of the foreclosure complaint within seven days of the date of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Davey; 1CC Sheriff (without memo) <input checked="" type="checkbox"/> Affidavit of Service filed. That service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated December 6, 2007, (by publication) filed by s/ Francis S. Hallinan Esq. NO CC. <input checked="" type="checkbox"/> Sheriff Return, January 11, 2008 at 8:56 am Posted the within Complaint in Mortgage Foreclosure & Order for Jennifer A. English at 511 E. 7th St., Clearfield. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Phelan \$21.00

Date: 8/27/2008

Clearfield County Court of Common Pleas

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ROA Report

Page 2 of 2

Case: 2007-01224-CD

Current Judge: Fredric Joseph Ammerman

Suntrust Mortgage, Inc. vs. Jennifer A. English

Mortgage Foreclosures

Date	Judge	
3/11/2008	<input checked="" type="checkbox"/> Filing: Praeclipe for In Rem Judgment for Failure to Answer and Assessment of Damages. Paid by: Hallinan, Francis S. (attorney for Suntrust Mortgage, Inc.) Receipt number: 1923043 Dated: 3/11/2008 Amount: \$20.00 (Check) Judgment entered in favor of the Plaintiff and against the defendant in the amount of \$66,196.87. 1CC & notice to deft. and Statement to Atty.	No Judge
3/14/2008	<input checked="" type="checkbox"/> Certificate of Service, filed. That true and correct copies of the February 28, 2008 Order granting Plaintiff's Motion to Direct Sheriff were served via first class mail to Chester A Hawkins-shff., Peter F. Smith Esq., and Jennifer A. English Esq., filed by s/ Jenine R. Davey Esq. No CC.	No Judge
6/13/2008	<input checked="" type="checkbox"/> Filing: Writ of Execution / Possession Paid by: Hallinan, Francis S. (attorney for Suntrust Mortgage, Inc.) Receipt number: 1924490 Dated: 6/13/2008 Amount: \$20.00 (Check) Writ of Execution in the Amount of \$66,196.87. filed by s/ Daniel G. Schmieg, Esquire. 1CC & 6 Writs w/prop descr. to Sheriff	No Judge
7/24/2008	<input checked="" type="checkbox"/> Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford, Esquire. no cc	No Judge
7/25/2008	<input checked="" type="checkbox"/> Rule, this 25th day of July, 2008, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages. Rule Returnable on the 3rd day of Sept. 2008, at 9:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bradford	Fredric Joseph Ammerman
8/6/2008	<input checked="" type="checkbox"/> Certificate of Service, on July 30, 2008, a copy of the Court's July 25, 2008 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon Jennifer A. English. Filed by s/ Michele M. Bradford, Esquire. No CC	Fredric Joseph Ammerman
8/7/2008	<input checked="" type="checkbox"/> Affidavit of Service Pursuant to Rule 3129 filed. Plaintiff sets forth as of the date the Praeclipe for the Writ of Execution was filed (6-13-08), Notice of Sale has been given to Lienholders on each of the persons or parties named. A copy of the Certificate of Mailing and/or Certified Mail Return Receipt is attached for each notice. filed by s/ Daniel G. Schmieg, Esquire. no CC	Fredric Joseph Ammerman

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 158968

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

NO. 07-1224-CD

Defendant

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Dec 21, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw GK
Deputy Prothonotary
File #. 158968

Dec 5, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

John A. Shaw
Deputy Prothonotary

FILED
M/11/2007
JUL 31 2007
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd 85.00
2cc Sheriff

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

**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

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

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

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

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

3. On 11/02/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR SUNTRUST MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200618900. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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 04/01/2007 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	\$60,069.80
Interest	\$1,594.48
03/01/2007 through 07/30/2007	
(Per Diem \$10.49)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.24
11/02/2006 to 07/30/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$63,739.52
Escrow	
Credit	\$0.00
Deficit	\$107.59
Subtotal	<u>\$107.59</u>
TOTAL	\$63,847.11

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. 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.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,847.11, together with interest from 07/30/2007 at the rate of \$10.49 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

DANIEL G. SCHMIEG, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W.W, Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

PARCEL NO: K08-246-00058.

PROPERTY BEING: 511 EAST 7TH 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 of 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 its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

Francis S. Hallinan
Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 07/30/07

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

Attorney for Plaintiff

Suntrust Mortgage, Inc. : COURT OF COMMON PLEAS
: : CIVIL DIVISION
: vs.
Jennifer A. English : CLEARFIELD COUNTY
: : NO. 07-1224-CD

FILED 1CL A/H
M/11/45cm
DEC 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

**MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Jennifer A. English, by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the last known addresses, 612 Dorey Street, Apt 3, Clearfield, PA 16830 and the mortgaged premises, 511 East 7th Street, Clearfield, PA 16830, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on July 31, 2007. As indicated by the copy of said complaint attached hereto as Exhibit "A".

2. Said complaint was forwarded to the Office of the Sheriff on or about August 1, 2007 for service to be completed on the Defendant, Jennifer A. English at the mortgaged premises, 511 East 7th Street, Clearfield, PA 16830 and 612 Dorey Street, Apt 3, Clearfield, PA 16830. Plaintiff was advised by the Sheriff's Office that there was no service made at either of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

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

4. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of November 26, 2007 to bring loan current.

5. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

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

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: November 26, 2007

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
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158968

ATTORNEY FOR PLAINTIFF

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1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

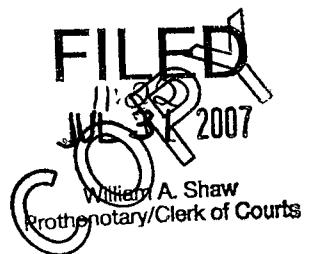
NO. 07-1224-CD

CLEARFIELD COUNTY

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE



ATTORNEY FILE COPY
PLEASE RETURN

RECEIVED IN CLERK'S OFFICE
CLERK OF COURT FOR CLEARFIELD COUNTY
AND FILED IN THE CIRCUIT COURT
AND CIVIL DIVISION OF THE
COMMON PLEAS OF CLEARFIELD COUNTY
ON NOVEMBER 3, 2007
BY THE CLERK
IN THE CIRCUIT COURT
AND CIVIL DIVISION OF THE
COMMON PLEAS OF CLEARFIELD COUNTY
ON NOVEMBER 3, 2007
BY THE CLERK

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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ATTORNEY FOR PLAINTIFF

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RICHMOND, VA 23224-7767

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO.

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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P.O. BOX 27767
RICHMOND, VA 23224-7767

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511 EAST 7TH STREET
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4. The premises subject to said mortgage is described as attached.
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6. The following amounts are due on the mortgage:

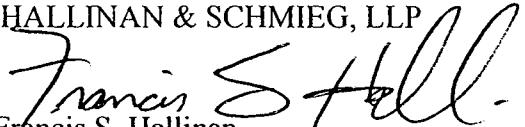
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Interest	\$1,594.48
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(Per Diem \$10.49)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.24
11/02/2006 to 07/30/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$63,739.52
Escrow	
Credit	\$0.00
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7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. 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.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,847.11, together with interest from 07/30/2007 at the rate of \$10.49 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
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W.W, Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

PARCEL NO: K08-246-00058.

PROPERTY BEING: 511 EAST 7TH 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 of 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 its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

Francis S. Hallinan
Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 07/30/07

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

Attorney for Plaintiff

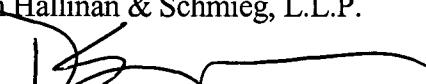
Suntrust Mortgage, Inc. : COURT OF COMMON PLEAS
: CIVIL DIVISION
vs.
Jennifer A. English : CLEARFIELD COUNTY
: NO. 07-1224-CD

AFFIDAVIT OF SERVICE

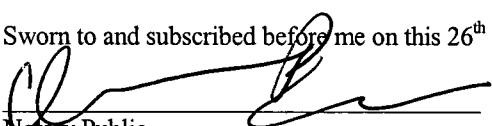
Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on August 21, 2007 and was advised that the Sheriff was unable to complete personal service on Jennifer A. English at the mortgaged premises, 511 East 7th Street, Clearfield, PA 16830 and last known addresses, 612 Dorey Street, Apt 3, Clearfield, PA 16830. On August 21, 2007, August 24, 2007, September 5, 2007, September 19, 2007, September 28, 2007, October 12, 2007, October 17, 2007, October 29, 2007 and November 9, 2007, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm that the Defendant, Jennifer A. English, were not served at the mortgaged premises, 511 East 7th Street, Clearfield, PA 16830 because there was no response from the Defendant. The Sheriff's Office also indicated that service was not made at 612 Dorey Street, Apt 3, Clearfield, PA 16830 because the Defendant does not reside at the said address.

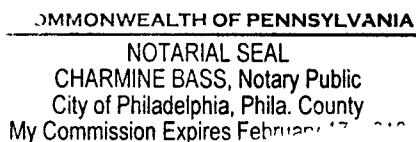
Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By:


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me on this 26th day of November 2007


Notary Public



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

File Number: 158968

Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**

Subject: Jennifer A. English

Property Address: 511 East 7th Street, Clearfield, PA 16830

I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Jennifer A. English - xxx-xx-1671

B. EMPLOYMENT SEARCH

Jennifer A. English - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Jennifer A. English reside(s) at: 511 East 7th Street, Clearfield, PA 16830.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Jennifer A. English.

B. On 10-16-07 our office made several telephone calls to the phone number (814) 765-4658 and received the following information: no answer.

III. INQUIRY OF NEIGHBORS

On 10-16-07 our office made several phone calls in an attempt to contact Wendy R. Thompson (814) 768-7479, 507 East 7th Street, Clearfield, PA 16830: answering machine.

On 10-16-07 our office made several phone calls in an attempt to contact Sean C. Paul (814) 762-8336, 509 East 7th Street, Clearfield, PA 16830: answering machine.

On 10-16-07 our office made several phone calls in an attempt to contact Barry W. Reddinger (814) 765-3523, 510 East 7th Street, Clearfield, PA 16830: answering machine.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 10-16-07 we reviewed the National Address database and found the following information: Jennifer A. English - 511 East 7th Street, Clearfield, PA 16830.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

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

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Jennifer A. English.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 10-16-07 Vital Records and all public databases have no death record on file for Jennifer A. English.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Jennifer A. English residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Jennifer A. English - 08-16-1972

B. A.K.A.

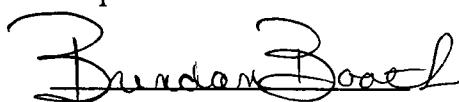
Jennifer Ann English; Jennifer A. Bell

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

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

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

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



AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 16th day of October, 2007.

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

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

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: November 26, 2007

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205

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

Attorney for Plaintiff

Suntrust Mortgage, Inc. : COURT OF COMMON PLEAS
: : CIVIL DIVISION
vs.
Jennifer A. English : CLEARFIELD COUNTY
: : NO. 07-1224-CD

CERTIFICATION OF SERVICE

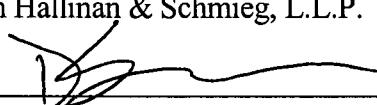
I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Jennifer A. English
511 East 7th Street
Clearfield, PA 16830

612 Dorey Street, Apt 3
Clearfield, PA 16830

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

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

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: November 26, 2007

PHELAN HALLINAN & SCHMIEG, L.L.P.
Suite 1400
One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103
215-563-7000
Main Fax: 215-563-7009
Lily.Hainey@fedphe.com

Lily Hainey, 1401
Service Department

Representing Lenders in
Pennsylvania and New Jersey

November 26, 2007

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

Re: Suntrust Mortgage, Inc. vs. Jennifer A. English
Clearfield County, No. 07-1224-CD

Dear Sir or Madam:

Enclosed for filing and transmittal to the assigned Civil Signing Judge for execution, please find Plaintiff's Motion for Service Pursuant to Special Order of Court, Proposed Order and attached Exhibits.

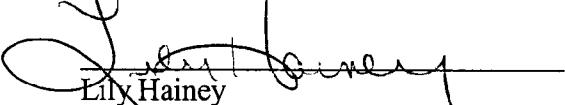
Kindly return a time-stamped copy in the enclosed self-addressed stamped envelope.

If, for any reason, this Order and Petition will not be sent immediately to a Judge for consideration, please contact the undersigned.

Also, find attached a copy of the Order granting alternative service, which should be signed by the Judge. Please return this signed Order in the attached stamped self-addressed envelope.

Thank you for your courtesy and consideration.

Very truly yours,


Lily Hainey
for Phelan, Hallinan & Schmieg, LJP

Enclosure

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

103054

SUNTRUST MORTGAGE, INC.

Case # 07-1224-CD

vs.

JENNIFER A. ENGLISH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 21, 2007 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO JENNIFER A. ENGLISH, DEFENDANT. ATTEMPTED NOT HOME, RESIDENCE IS OCCUPIED

SERVED BY: /

FILED
02/11/08
DEC 21 2007
15

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

103054

SUNTRUST MORTGAGE, INC.

Case # 07-1224-CD

vs.

JENNIFER A. ENGLISH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 21, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JENNIFER A. ENGLISH, DEFENDANT. DEFT. DOESN'T RESIDE @ 612 DOREY ST. APT 3,CLFD.PA.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103054
NO: 07-1224-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SUNTRUST MORTGAGE, INC.

vs.

DEFENDANT: JENNIFER A. ENGLISH

SHERIFF RETURN

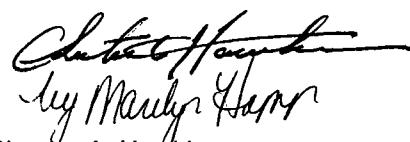
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	616113	20.00
SHERIFF HAWKINS	PHELAN	616113	23.00

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

JUL 31 2007

Attest.

William E. Goss
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 158968

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

NO. 07-1224-CD

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

SEARCHED
INDEXED
SERIALIZED
FILED
JULY 31 2007
CLERK OF COURT

NOTICE

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

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

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

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

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

**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

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

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

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

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

3. On 11/02/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR SUNTRUST MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200618900. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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 04/01/2007 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:

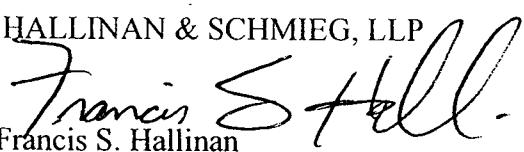
Principal Balance	\$60,069.80
Interest	\$1,594.48
03/01/2007 through 07/30/2007	
(Per Diem \$10.49)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.24
11/02/2006 to 07/30/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$63,739.52
Escrow	
Credit	\$0.00
Deficit	\$107.59
Subtotal	<u>\$107.59</u>
TOTAL	\$63,847.11

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. 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.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,847.11, together with interest from 07/30/2007 at the rate of \$10.49 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
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W.W. Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

PARCEL NO: K08-246-00058.

PROPERTY BEING: 511 EAST 7TH 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 of 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 its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

Francis S. Hallinan

Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 07/30/07

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

JUL 31 2007

Attest.

William J. Bane
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 158968

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 07-1224-CD

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

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

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

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

3. On 11/02/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR SUNTRUST MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200618900. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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 04/01/2007 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:

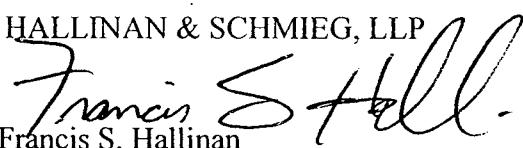
Principal Balance	\$60,069.80
Interest	\$1,594.48
03/01/2007 through 07/30/2007	
(Per Diem \$10.49)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.24
11/02/2006 to 07/30/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$63,739.52
Escrow	
Credit	\$0.00
Deficit	\$107.59
Subtotal	<u>\$107.59</u>
TOTAL	\$63,847.11

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. 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.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,847.11, together with interest from 07/30/2007 at the rate of \$10.49 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
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W. W. Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

PARCEL NO: K08-246-00058.

PROPERTY BEING: 511 EAST 7TH 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 of 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 its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 07/30/07

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

ATTORNEY FOR PLAINTIFF

REC'D: 12/1/2007
m 112:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

SUNTRUST MORTGAGE, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD County

JENNIFER A. ENGLISH

: No. 07-1224-CD

Defendants

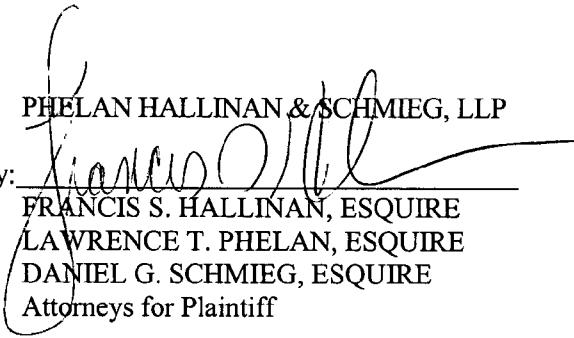
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w/ REINSTATE TO
complain

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

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

Date: November 26, 2007

/lxh, Svc Dept.
File# 158968

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

SUNTRUST MORTGAGE, INC., *
Plaintiff *
*
vs. *
JENNIFER A. ENGLISH, *
Defendant *

NO. 07-1224-CD

FILED

DEC 06 2007

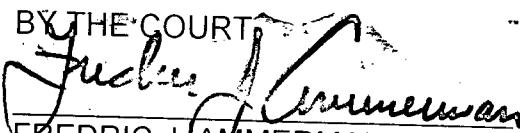
013101
William A. Shaw
Prothonotary/Clerk of Courts
3 Cents to Mail

O R D E R

NOW, this 6th day of December, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **JENNIFER A. ENGLISH** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 511 East 7th Street, Clearfield, PA 16830 and 612 Dorey Street, Apt. 3, Clearfield, PA 16830;
3. By certified mail, return receipt requested to 511 East 7th Street, Clearfield, PA 16830 and 612 Dorey Street, Apt. 3, Clearfield, PA 16830;
4. By posting the mortgaged premises known in this herein action as 511 East 7th Street, Clearfield, PA 16830

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT

FREDRIC J. AMMERMAN
President Judge

DATE: 12-6-07
You are re

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graph TD
    1[Identify potential conflicts of interest] --> 2[Assess the risk of each conflict]
    2 --> 3[Determine if any conflicts are significant]
    3 --> 4[Address the conflict]
    4 --> 5[Remove the conflict]
    4 --> 6[Mitigate the conflict]
    4 --> 7[Manage the conflict]
    3 --> 8[Monitor the conflict]
  
```

FILED
DEC 06 2001
William A. Stein
Prothonotary Clerk of Courts

PHELAN HALLINAN & SCHMIEG LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

SUNTRUST MORTGAGE, INC.

Plaintiff

ATTORNEY FOR PLAINTIFF

vs.

JENNIFER A. ENGLISH

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Defendant(s)

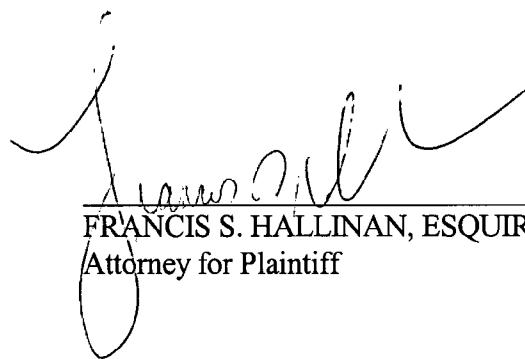
: CLEARFIELD COUNTY

: NO. 07-1224-CD

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

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons **JENNIFER A. ENGLISH at 511 EAST 7TH STREET, CLEARFIELD, PA 16830, 612 DOREY STREET, APT 3, CLEARFIELD, PA 16830** on **DECEMBER 20, 2007**, in accordance with the Order of Court dated **DECEMBER 6, 2007**. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: December 20, 2007



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

FILED
M 12 2007
DEC 21 2007
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD County

JENNIFER A. ENGLISH

: No. 07-1224-CD

Defendants

:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

By:

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

Date: December 18, 2007

/lxh, Svc Dept.
File# 158968

FILED Atty pd. 7.00
12/13/2007
DEC 21 2007 Compl. Reinstated
William A. Shaw to Sheriff
Prothonotary/Clerk of Courts
1 Compl. Reinstated
to Atty
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

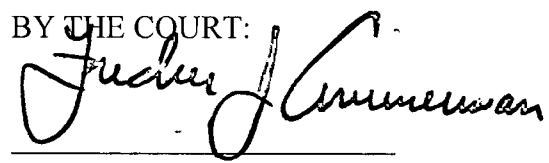
Suntrust Mortgage, Inc.	:	Court of Common Pleas
1001 Semmes Avenue	:	
PO Box 27767	:	
Richmond, VA 23224-7767	:	Civil Division
Plaintiff	:	
	:	
vs.	:	Clearfield County
	:	
Jennifer A. English	:	
511 East 7th Street	:	No. 07-1224-CD
Clearfield, PA 16830	:	
Defendant	:	

ORDER

AND NOW, this 28th day of February, 2008, upon consideration of Plaintiff's Motion to Direct Sheriff to File Affidavit of Service, and any response thereto, it is hereby:

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to complete and file an Affidavit of Service of the foreclosure Complaint within seven days of the date of this Order.

BY THE COURT:



J.

FILED
01/09/09
FEB 29 2008
1CC Sheriff
William A. Shaw (without memo)
Prothonotary/Clerk of Courts

(60)

DATE: 2/29/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

ED

FEB 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED
m.26.08
FEB 28 2008
NOCC

W.A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEYS FOR PLAINTIFF

Suntrust Mortgage, Inc.	:	Court of Common Pleas
1001 Semmes Avenue	:	
PO Box 27767	:	
Richmond, VA 23224-7767	:	Civil Division
Plaintiff	:	
vs.	:	Clearfield County
Jennifer A. English	:	
511 East 7th Street	:	No. 07-1224-CD
Clearfield, PA 16830	:	
Defendant	:	

MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on July 31, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".

2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendant.

3. As the Sheriff was unable to serve the Defendant personally, Plaintiff filed a Motion for Service Pursuant to Special Order of Court, which the Honorable Frederic J.

Ammerman granted December 6, 2007 directing Service of the Complaint by first class and certified mail, and posting at the mortgaged premises. A true and correct copy of the Order is attached hereto, made part hereof, and marked as Exhibit "B".

4. The Sheriff of Clearfield County was requested to post the Complaint at the premises pursuant to the Court Order.

5. Plaintiff served the Complaint on Defendant by first class and certified mail on December 20, 2007, and filed an Affidavit of the same with the Prothonotary.

6. The Complaint was published in the Clearfield Daily News and the Clearfield Legal Journal on December 20, 2007 and December 21, 2007, respectively.

7. On February 13, 2008, the Sheriff's office verbally advised counsel for Plaintiff that the Complaint was posted at the premises on January 11, 2008..

8. On February 14, 2007, Plaintiff sent the Defendant a ten day letter notifying her of its intention to file a default judgment.

9. To date, the Clearfield County Sheriff's office has not filed the Affidavit of Service, which was completed on January 11, 2008.

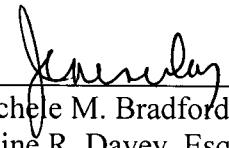
10. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's office files the Affidavit of Service of the Complaint with the Prothonotary. Interest accrues at the rate of \$10.49 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense.

11. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the Affidavit of Service of the Complaint with the Prothonotary within seven days.

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

2/27/08
Date



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

EXHIBIT A

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

DEC 05 2007

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

DEC. 5, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 158968

ATTORNEY FOR PLAINTIFF

ts

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 07-1224-CD

CLEARFIELD COUNTY

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FILED
JUL 3 2007
William A. Shaw
Prothonotary/Clerk of Courts

ATTORNEY FILE COPY
PLEASE RETURN

REINSTATEMENT TO THE
COURT OF COMMON PLEAS AND
WITNESS TO THE TRUE AND
ACCURATE COPY OF THE
SUBSTANTIAL PART OF RECORD
JULY 12 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service

W. A. Shaw
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

158968

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

Plaintiff

v.

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

**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

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

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

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

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

3. On 11/02/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR SUNTRUST MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200618900. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
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 04/01/2007 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	\$60,069.80
Interest 03/01/2007 through 07/30/2007 (Per Diem \$10.49)	\$1,594.48
Attorney's Fees	\$1,250.00
Cumulative Late Charges 11/02/2006 to 07/30/2007	\$75.24
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$63,739.52
Escrow	
Credit	\$0.00
Deficit	\$107.59
Subtotal	<u>\$107.59</u>
TOTAL	\$63,847.11

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W.W. Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

PARCEL NO: K08-246-00058.

PROPERTY BEING: 511 EAST 7TH 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 of 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 its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

Francis S. Hallinan
Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 07/30/07

EXHIBIT B

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

SUNTRUST MORTGAGE, INC., *
Plaintiff *
*
vs. * NO. 07-1224-CD
JENNIFER A. ENGLISH, *
Defendant *

O R D E R

NOW, this 6th day of December, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **JENNIFER A. ENGLISH** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 511 East 7th Street, Clearfield, PA 16830 and 612 Dorey Street, Apt. 3, Clearfield, PA 16830;
3. By certified mail, return receipt requested to 511 East 7th Street, Clearfield, PA 16830 and 612 Dorey Street, Apt. 3, Clearfield, PA 16830;
4. By posting the mortgaged premises known in this herein action as 511 East 7th Street, Clearfield, PA 16830

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

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

DEC 06 2007

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

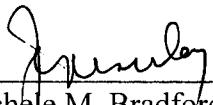
VERIFICATION

The undersigned hereby state that they are the attorneys for the Plaintiff in this action, that they are authorized to make this Verification, and that the statements made in the foregoing Motion to Direct Sheriff to file Affidavit of Service and Brief in support thereof are true and correct to the best of their knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

PHELAN HALLINAN & SCHMIEG, LLP

Date

2/27/08



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

FILED
MILLER NO. CC
FEB 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEYS FOR PLAINTIFF

Suntrust Mortgage, Inc.
1001 Semmes Avenue
PO Box 27767
Richmond, VA 23224-7767

Plaintiff

: Court of Common Pleas

Jennifer A. English
511 East 7th Street
Clearfield, PA 16830

Defendant

: Civil Division

: Clearfield County

: No. 07-1224-CD

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Direct Sheriff to File
Affidavit of Service and Brief in Support thereof were served upon the following interested
parties via first class mail on the date indicated below:

Chester A. Hawkins
Sheriff of Clearfield County
230 East Market Street
Clearfield, PA 16830

Peter F. Smith, Esquire
30 South 2nd Street
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Jennifer A. English
511 East 7th Street
Clearfield, PA 16830

PHELAN HALLINAN & SCHMIEG, LLP

2/27/08
Date

Jenine R. Davey
Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

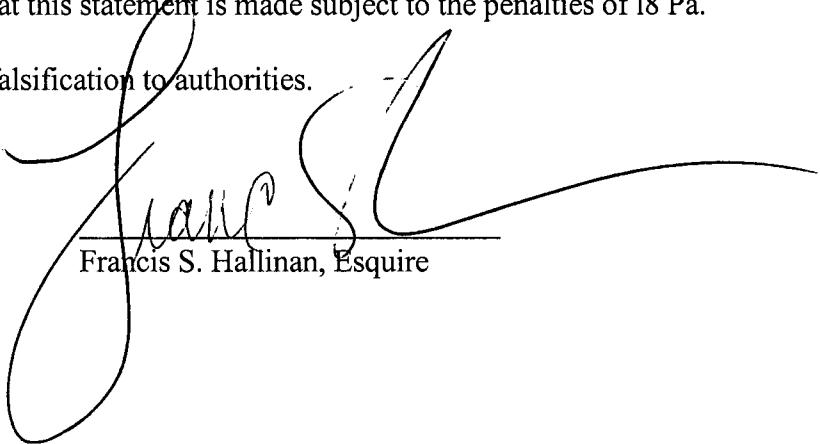
SUTRUST MORTGAGE CORPORATION : Court Of Common Pleas
vs. : Civil Division
JENNIFER A. ENGLISH : CLEARFIELD County
: No. 07-1224-CD

AFFIDAVIT OF SERVICE BY
PUBLICATION IN ACCORDANCE WITH COURT ORDER

I hereby certify that service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated DECEMBER 6, 2007 as indicated below:

By publication as provided by Pa. R.C.P. Rule 430(b)(1)
in THE PROGRESS on DECEMBER 20, 2007 and CLEARFIELD LEGAL JOURNAL on DECEMBER 21, 2007. Proofs of the said publications are attached hereto.

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


Francis S. Hallinan, Esquire

Date: February 18, 2008

Lxh
Service Dept.

2007 NO
MARCH 2007 CC
FEB 2007

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 21st day of December AD 2007, before me, the said Notary Public in and for said County and State, personally appeared Knaresboro editor of the Clearfield County Legal Journal of the County of Clearfield County, and that the annexed is a true copy of the notice of advertisement published in said publication in the regular issues of December 21, 2007, Vol. 19, No. 51. And that all of the allegations in the notice are true to the best of my knowledge and belief, in accordance with the statement as to the time, place, and character of the publication.


Gary A. Knaresboro
Editor

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

Sharon J. Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2008

NOTICE OF ACTION
IN MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW

SUTRUST MORTGAGE CORPORATION Vs. JENNIFER A. ENGLISH
COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 07-1224-CD
NOTICE

TO JENNIFER A. ENGLISH :
You are hereby notified that on JULY 31, 2007, Plaintiff, SUTRUST MORTGAGE

CORPORATION, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of CLEARFIELD County Pennsylvania, docketed to No. 07-1224-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 511 EAST 7TH STREET, CLEARFIELD, PA 16830 whereupon your property would be sold by the Sheriff of CLEARFIELD County.

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

NOTICE

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

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

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

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

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

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

SHERIFF'S SALE OF VALUABLE REAL ESTATE

BY VIRTUE OF: Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me directed, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield on Friday, January 4, 2008, 10:00 A.M.

THE FOLLOWING DESCRIBED

Jan. 27, 1925, at

Rev. Robert Rupp will
ment will be at Hillcrest
Rev. Robert Rupp will
id.
tation
Center,
Laurel Nursing and
esday, Dec. 18, 2007, at
82, of Clearfield, who
earfield, for Clara Helen
& House Funeral Home
y at 10 a.m. at The
ral services will be held
Clara H. Moyer

of the arrangements.
Inc., Clearfield, is in
cer C. Chidbey Funeral
at his residence.
d died Wednesday, Dec.
am Usher Smith, 77, of

FILED

FEB 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103570
NO: 07-1224-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

PLAINTIFF: SUNTRUST MORTGAGE, INC.
vs.
DEFENDANT: JENNIFER A. ENGLISH

SHERIFF RETURN

NOW, January 11, 2008 AT 8:56 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR JENNIFER A. ENGLISH AT 511 E. 7TH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER / DEHAVEN

FILED
07/19/01
FEB 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103570
NO: 07-1224-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: SUNTRUST MORTGAGE, INC.

vs.

DEFENDANT: JENNIFER A. ENGLISH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	652697	10.00
SHERIFF HAWKINS	PHELAN	652697	11.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

✓ Chester A. Hawkins
Sheriff

FILED
m 11:05 AM
MAR 14 2008
NO CC
CM
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEYS FOR PLAINTIFF

Suntrust Mortgage, Inc.	:	Court of Common Pleas
1001 Semmes Avenue	:	
PO Box 27767	:	
Richmond, VA 23224-7767	:	Civil Division
Plaintiff	:	
vs.	:	Clearfield County
Jennifer A. English	:	
511 East 7th Street	:	
Clearfield, PA 16830	:	No. 07-1224-CD
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the February 28, 2008 Order granting Plaintiff's Motion to Direct Sheriff were served upon the following interested parties via first class mail on the date indicated below:

Chester A. Hawkins
Sheriff of Clearfield County
230 East Market Street
Clearfield, PA 16830

Peter F. Smith, Esquire
30 South 2nd Street
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Jennifer A. English
511 East 7th Street
Clearfield, PA 16830

PHELAN HALLINAN & SCHMIEG, LLP

3/11/08
Date

Jenine
Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

SUNTRUST MORTGAGE, INC.

**1001 SEMMES AVENUE P.O. BOX 27767
RICHMOND, VA 23224 7767**

Plaintiff,

V.

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

Defendant(s).

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JENNIFER A. ENGLISH, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 63,847.11
Interest - 07/31/07-3/10/08	\$ 2,349.76
TOTAL	\$ 66,196.87

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

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

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 3/11/08

158968

PRO PROTHY

FILED Atty pd.
m/11/2008 26.00
MAR 11 2008
ICCS Notice
to Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement
to Atty

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.

Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

JENNIFER A. ENGLISH

Defendants

: CLEARFIELD COUNTY

: NO. 07-1224-CD

TO: JENNIFER A. ENGLISH
612 DOREY STREET, APT 3
CLEARFIELD, PA 16830

DATE OF NOTICE: **FEBRUARY 14, 2008**

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

IMPORTANT NOTICE

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

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

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

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

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

FILE COPY

Lily Hainey, Legal Assistant

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.
Plaintiff

: COURT OF COMMON PLEAS

Vs.

JENNIFER A. ENGLISH
Defendants

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 07-1224-CD

TO: JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

DATE OF NOTICE: FEBRUARY 14, 2008

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

IMPORTANT NOTICE

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

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

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

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

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

FILE COPY

Lily Hainey, Legal Assistant

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

SUNTRUST MORTGAGE, INC.

1001 SEMMES AVENUE P.O. BOX 27767

RICHMOND, VA 23224 7767

Plaintiff,

v.

JENNIFER A. ENGLISH

511 EAST 7TH STREET

CLEARFIELD, PA 16830

Defendant(s).

:
:
: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 07-1224-CD**
:
:
:
:

VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant **JENNIFER A. ENGLISH** is over 18 years of age and resides at **511 EAST 7TH STREET, CLEARFIELD, PA 16830**.

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


DANIEL G. SCHMIEG, ESQUIRE

(Rule of Civil Procedure No. 236 - Revised)

COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD PENNSYLVANIA

SUNTRUST MORTGAGE, INC. :
1001 SEMMES AVENUE P.O. BOX 27767 :
RICHMOND, VA 23224 7767 :
Plaintiff, :
v. :
CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION
NO. 07-1224-CD
JENNIFER A. ENGLISH :
511 EAST 7TH STREET :
CLEARFIELD, PA 16830 :
Defendant(s). :
:

Notice is given that a Judgment in the above captioned matter has been entered against you
on March 11, 2008.

BY William H. Shanahan DEPUTY

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

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

This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

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

OPY

Suntrust Mortgage, Inc.
Plaintiff(s)

No.: 2007-01224-CD

Real Debt: \$66,196.87

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jennifer A. English
Defendant(s)

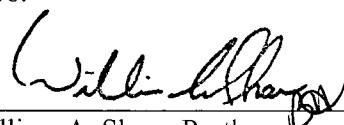
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 11, 2008

Expires: March 11, 2013

Certified from the record this 11th day of March, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

SUNTRUST MORTGAGE, INC.

vs.

JENNIFER A. ENGLISH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-1224-CD Term 20.....

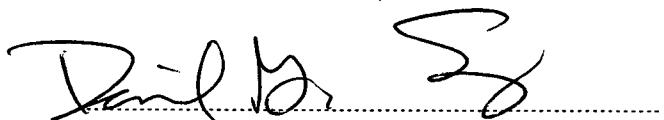
PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	
Interest from 3/11/08 to Sale	\$ _____.
Per diem \$10.88	
Add'l Costs	\$3,468.48
Writ Total	\$

Prothonotary costs \$66,196.87
139.00



Attorney for the Plaintiff(s)

Note: Please attach description of Property.

158968

FILED Atty pd.
MAY 02/01/2008 2000
JUN 13 2008
ICC Clewens
w prop desc.
to Sheriff
⑥
William A. Shaw
Prothonotary/Clerk of Courts

No. 07-1224-CD..... Term 20A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

JUN 13 2008

SUNTRUST MORTGAGE, INC.

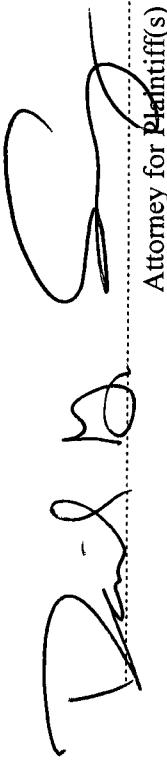
William A. Shaw
Prothonotary/Clerk of Courts

vs.

JENNIFER A. ENGLISH

PRAECLYPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff(s)

Address: JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.

1001 SEMMES AVENUE P.O. BOX 27767

RICHMOND, VA 23224 7767

Plaintiff,

v.

JENNIFER A. ENGLISH

511 EAST 7TH STREET

CLEARFIELD, PA 16830

Defendant(s).

:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 07-1224-CD
:
:
:
:

CERTIFICATION

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

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

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE P.O. BOX 27767
RICHMOND, VA 23224 7767**

Plaintiff,

v.

**JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830**

Defendant(s).

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION**

NO. 07-1224-CD

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

SUNTRUST MORTGAGE, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **511 EAST 7TH STREET, CLEARFIELD, PA 16830**.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
JENNIFER A. ENGLISH	511 EAST 7TH STREET CLEARFIELD, PA 16830

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

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

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

JUNE 9, 2008
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE P.O. BOX 27767
RICHMOND, VA 23224 7767**

Plaintiff,

V.

**JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830**

Defendant(s).

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 07-1224-CD

AFFIDAVIT PURSUANT TO RULE 3129

SUNTRUST MORTGAGE, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **511 EAST 7TH STREET, CLEARFIELD, PA 16830**.

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

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

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

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

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

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

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

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

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

NAME

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

TENANT/OCCUPANT

511 EAST 7TH STREET
CLEARFIELD, PA 16830

DOMESTIC RELATIONS
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

COMMONWEALTH OF
PENNSYLVANIA

DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

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

Internal Revenue Service
Federated Investors Tower

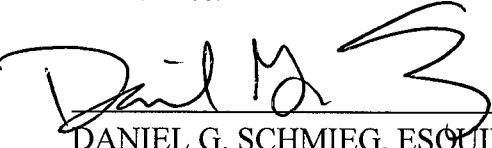
13TH Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program

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

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

JUNE 9, 2008
Date



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

SUNTRUST MORTGAGE, INC.

vs.

JENNIFER A. ENGLISH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20
No. 07-1224-CD Term 20
No. Term 20

**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: 511 EAST 7TH STREET, CLEARFIELD, PA 16830
(See Legal Description attached)

Amount Due	
Interest from 3/11/08 to Sale	\$ _____.
Per diem \$10.88	
Add'l Costs	\$3,468.48
Writ Total	\$ _____.

Prothonotary costs \$66,196.87
\$139.00

William H. Hay Jr.
.....
(Clerk) Office of the Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 6/13/08
(SEAL)

158968

No. 07-1224-CD..... Term 20.....A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

SUNTRUST MORTGAGE, INC.

vs.

JENNIFER A. ENGLISH

WRIT OF EXECUTION
(Mortgage Foreclosure)

Real Debt	\$66,196.87
Costs	
Prothy Pd.	<u>\$ 139.00</u>
Sheriff	<i>David B. Schaefer</i>

Int. from 3/11/08
To Date of Sale (\$10.88 per diem)

Attorney for Plaintiff(s)

Address: JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W.W. Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

TITLE TO SAID PREMISES IS VESTED IN Jennifer A. English, by Deed from Pamela A. Flanagan and Dennis M. Flanagan, her husband and Mary Rose Divito and Domenick Divito, her husband and Thomas J. Sturniolo and Diane Sturniolo, his wife and Frank L. Sturniolo, single, dated 10/04/2006, recorded 11/08/2006, in Deed Mortgage Inst# 200618899.

Premises being: 511 EAST 7TH STREET
CLEARFIELD, PA 16830

Tax Parcel No. K08-246-30058

FILED *rec*
M 110:43 201
JUL 24 2008 GJD

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire
Atty. I.D. No. 69849
One Penn Center, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC. :
Plaintiff :
vs. :
JENNIFER A. ENGLISH :
Defendant

Court of Common Pleas
Civil Division
CLEARFIELD County
No. 07-1224-CD

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on July 31, 2007, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 11, 2008 in the amount of \$66,196.87. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

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

5. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$60,069.80
Interest Through September 5, 2008	\$5,786.13
Per Diem \$10.49	
Late Charges	\$282.15
Legal fees	\$1,450.00
Cost of Suit and Title	\$1,542.48
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$9.30
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$3,425.86</u>
 TOTAL	 \$72,565.72

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 7/22/08

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit "A"

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103

(215) 563-7000 158968

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

TERM

NO. 07-1224-CD

CLEARFIELD COUNTY

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FILED
JUL 3 2007
William A. Shaw
Prothonotary/Clerk of Courts

ATTORNEY FILE COPY
PLEASE RETURN

will personally certify the
written to be a true and
correct copy of the
original filed of record

NOTICE

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

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

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

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

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

**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

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
P.O. BOX 27767
RICHMOND, VA 23224-7767

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

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

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

3. On 11/02/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR SUNTRUST MORTGAGE, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200618900. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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 04/01/2007 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	\$60,069.80
Interest	\$1,594.48
03/01/2007 through 07/30/2007	
(Per Diem \$10.49)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.24
11/02/2006 to 07/30/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$63,739.52
Escrow	
Credit	\$0.00
Deficit	\$107.59
Subtotal	<u>\$107.59</u>
TOTAL	\$63,847.11

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. 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) or, 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.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,847.11, together with interest from 07/30/2007 at the rate of \$10.49 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

DANIEL G. SCHMIEG, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W.W. Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

PARCEL NO: K08-246-00058.

PROPERTY BEING: 511 EAST 7TH 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 of 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 its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 07/30/07

Exhibit "B"

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG
Identification No. 62205
One Penn Center at Suburban Station - Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ATTORNEY FILE COPY
PLEASE RETURN

FILED
MAY 11 2008

SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE P.O. BOX 27767
RICHMOND, VA 23224 7767

CLEARFIELD COUNTY William A. Shaw
COURT OF COMMON PLEAS Prothonotary/Clerk of Courts

Plaintiff,

CIVIL DIVISION

NO. 07-1224-CD

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

ATTORNEY FILE COPY
PLEASE RETURN

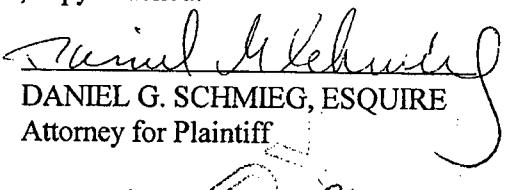
PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JENNIFER A. ENGLISH, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

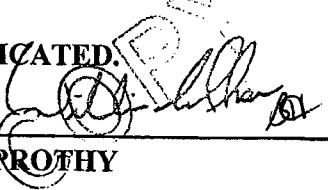
As set forth in the Complaint	\$ 63,847.11
Interest - 07/31/07-3/10/08	\$2,349.75
TOTAL	<u>\$66,196.87</u>

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 3/11/08


PRO PROTHY

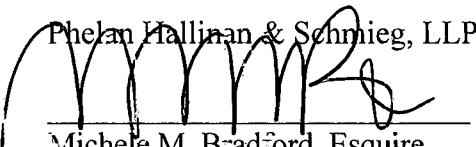
158968

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 7/22/08

By:

 Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire

Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849 ATTORNEY FOR PLAINTIFF
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

SUNTRUST MORTGAGE, INC. : Court of Common Pleas
Plaintiff :
vs. : Civil Division
JENNIFER A. ENGLISH : CLEARFIELD County
Defendant : No. 07-1224-CD

CERTIFICATION OF SERVICE

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

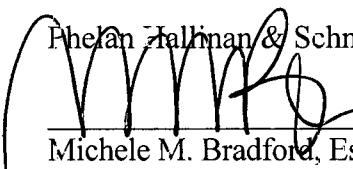
JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

JENNIFER A. ENGLISH
612 DOREY STREET, APT. 3
CLEARFIELD, PA 16830

DATE

7/22/08

By:


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

SUNTRUST MORTGAGE, INC.
Plaintiff

vs.

JENNIFER A. ENGLISH
Defendant

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 07-1224-CD

RULE

AND NOW, this 25th day of July 2008, a Rule is entered upon the
Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to
Reassess Damages.

Rule Returnable on the 3rd day of September 2008, at 9:30 in the Clearfield
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



158968

FILED ^{ICC}
013.20.B04 Amy Bradford
JUL 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/25/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED
m 11:43a.m. GK
AUG 06 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts *(OK)*

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849 ATTORNEY FOR PLAINTIFF
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

SUNTRUST MORTGAGE, INC.

Plaintiff

: Court of Common Pleas

vs.

JENNIFER A. ENGLISH

Defendant

: Civil Division

: CLEARFIELD County

: No. 07-1224-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's July 25, 2008 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

JENNIFER A. ENGLISH
612 DOREY STREET, APT. 3
CLEARFIELD, PA 16830

DATE: 7/30/08

By:

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

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

SUNTRUST MORTGAGE, INC. : CLEARFIELD COUNTY
Plaintiff, : COURT OF COMMON PLEAS
v. :
JENNIFER A. ENGLISH : CIVIL DIVISION
Defendant(s) : NO. 07-1224-CD
:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 511 EAST 7TH STREET, CLEARFIELD, PA 16830.

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Date: July 25, 2008

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

158968

FILED
MTO:54(B)
AUG 07 2008
NOCC
GK
William A. Shaw
Prothonotary/Clerk of Courts

**SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE P.O. BOX 27767
RICHMOND, VA 23224 7767**

Plaintiff,

V.

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION
NO. 07-1224-CD

**AMENDED
AFFIDAVIT PURSUANT TO RULE 3129**

SUNTRUST MORTGAGE, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **511 EAST 7TH STREET, CLEARFIELD, PA 16830**.

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

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

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

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

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

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

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

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

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

NAME

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

TENANT/OCCUPANT

511 EAST 7TH STREET
CLEARFIELD, PA 16830

DOMESTIC RELATIONS
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

COMMONWEALTH OF
PENNSYLVANIA

DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

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

Internal Revenue Service
Federated Investors Tower

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

Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program

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

Jerry Eugene English, Jr.

B14 Hardscrabble Road
Munson, PA 16860

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

JUNE 9, 2008

Date

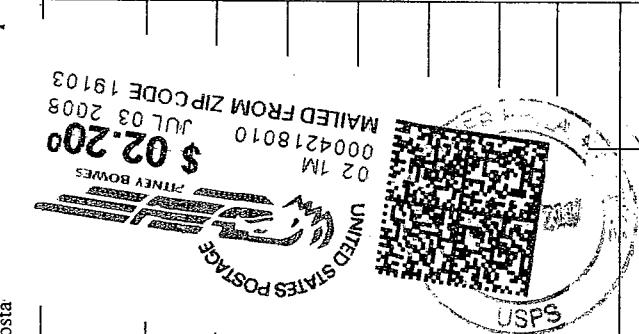

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CQS

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

Name and
 Address
 of Sender

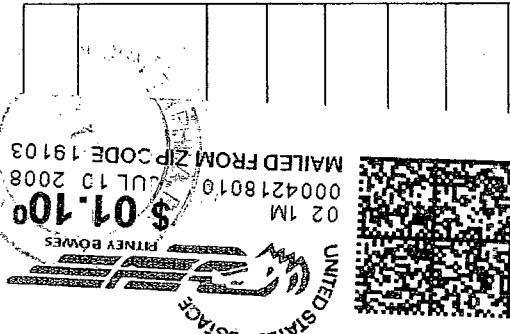
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1		TENANT/OCCUPANT 511 EAST 7TH STREET CLEARFIELD, PA 16830	
2		DOMESTIC RELATIONS CLEARFIELD COUNTY, CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET, CLEARFIELD, PA 16830	
3		COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF WELFARE, PO BOX 2675, HARRISBURG, PA 17105	
4		Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Division, 6 th Floor, Strawberry Sq., Dept 28061, Harrisburg, PA 17128	
5		Internal Revenue Service, Federated Investors Tower, 13 TH Floor, Suite 1300, 1001 Liberty Avenue, Pittsburgh, PA 15222	
6		Department of Public Welfare, TPL Casualty Unit, Estate Recovery Program, P.O. Box 8486, Willow Oak Building, Harrisburg, PA 17105	
7			
8			
9			
10			
11			
12	KXL	Re: JENNIFER A. ENGLISH	158968 TEAM 4
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.



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

↑
Name and
Address
of Sender

Line	Article Number	Name of Addressee, Street and Post Office Address	
1		Jerry Eugene English, Jr. B14 Hardscrabble Road Munson, PA 16860	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12	KXL	Re: JENNIFER A. ENGLISH	158968 TEAM 4
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

KXL

CA
ORIGINAL

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

SUNTRUST MORTGAGE, INC. : Court of Common Pleas
Plaintiff : Civil Division
vs. : CLEARFIELD County
JENNIFER A. ENGLISH : No. 07-1224-CD
Defendant

ORDER

AND NOW, this 3rd day of September, 2008 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$60,069.80
Interest Through September 5, 2008	\$5,786.13
Per Diem \$10.49	
Late Charges	\$282.15
Legal fees	\$1,450.00
Cost of Suit and Title	\$1,542.48
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$9.30
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

FILED 300
09/4/2008 Atty Uchota
SEP 03 2008 (will serve - appeared
for Plaintiff)

William A. Shaw
Prothonotary/Clerk of Courts

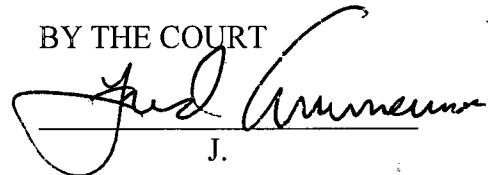
Suspense/Misc. Credits	(\$0.00)
Escrrow Deficit	<u>\$3,425.86</u>

TOTAL	\$72,565.72
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Plus interest from September 5, 2008 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



A handwritten signature in black ink, appearing to read "John J. [illegible]". The signature is written in a cursive style with a long, sweeping line.

J.

158968

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

SUNTRUST MORTGAGE, INC.

Plaintiff

: Court of Common Pleas

vs.

JENNIFER A. ENGLISH

Defendant

: Civil Division

: CLEARFIELD County

: No. 07-1224-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's September 3, 2008 Order was served upon the following individuals on the date indicated below.

JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

JENNIFER A. ENGLISH
612 DOREY STREET, APT. 3
CLEARFIELD, PA 16830

DATE: 9/15/08

By:

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

FILED
6/12/53601
SEP 08 2008
1M
no cc

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20786
NO: 07-1224-CD

PLAINTIFF: SUNTRUST MORTGAGE, INC.

VS.

DEFENDANT: JENNIFER A. ENGLISH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/13/2008

LEVY TAKEN 6/25/2008 @ 10:58 AM

POSTED 6/25/2008 @ 10:59 AM

SALE HELD 9/5/2008

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/19/2008

DATE DEED FILED 11/19/2008

PROPERTY ADDRESS 511 EAST 7TH STREET CLEARFIELD , PA 16830

S
FILED
03:50 PM
NOV 19 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

7/29/2008 @ 1:39 PM SERVED JENNIFER A. ENGLISH

SERVED JENNIFER A. ENGLISH, DEFENDANT, AT HER PLACE OF EMPLOYMENT WICKETT & CRAIG OF AMERICA, 120 COOPER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JENNIFER A. ENGLSIH

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 # 20786
NO: 07-1224-CD

PLAINTIFF: SUNTRUST MORTGAGE, INC.

VS.

DEFENDANT: JENNIFER A. ENGLISH

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$217.04

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
Sgt. Cynthia Butler - Asst. Sheriff
Chester A. Hawkins
Sheriff

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

SUNTRUST MORTGAGE, INC.

vs.

JENNIFER A. ENGLISH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20
No. 07-1224-CD Term 20
No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: 511 EAST 7TH STREET, CLEARFIELD, PA 16830
(See Legal Description attached)

Amount Due	
Interest from 3/11/08 to Sale	\$66,196.87
Per diem \$10.88	Prothonotary costs \$139.00
Add'l Costs	
Writ Total	\$3,468.48

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

Dated 6/13/08
(SEAL)

158968

Received this writ this 13th day
of JUNE A.D. 2008
At 3:00 A.M./P.M.

Christopher A. Hawkeis
Sheriff Deputy Commonwealth Attorney

No. 07-1224-CD Term 20 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

SUNTRUST MORTGAGE, INC.

vs.

JENNIFER A. ENGLISH

WRIT OF EXECUTION
(Mortgage Foreclosure)

Real Debt	\$66,196.87
Int. from 3/11/08 To Date of Sale (\$10.88 per diem)	
Costs	
Protho Pd.	<u>139.00</u>
Sheriff	

Attorney for Plaintiff(s)

Address: JENNIFER A. ENGLISH
511 EAST 7TH STREET
CLEARFIELD, PA 16830

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Seventh Street, the southwest corner of Lot No. A 20 in the plan of lots plotted by W. W. Betts in the Fourth Ward of the said Borough of Clearfield; thence along the alley in a northeasterly direction, 50 feet to corner of Lot No. A 19; thence toward Daisy Street along the line of Lot No. A 19, 75 feet to a post; thence in a southwesterly direction on a line parallel to the first course in this description, 50 feet to a post on Seventh Street; thence along Seventh Street and the line of Lot No. A 20, 75 feet to post and place of beginning, being the southeastern 75 feet to said Lot No. A 20.

TITLE TO SAID PREMISES IS VESTED IN Jennifer A. English, by Deed from Pamela A. Flanagan and Dennis M. Flanagan, her husband and Mary Rose Divito and Domenick Divito, her husband and Thomas J. Sturniolo and Diane Sturniolo, his wife and Frank L. Sturniolo, single, dated 10/04/2006, recorded 11/08/2006, in Deed Mortgage Inst# 200618899.

Premises being: 511 EAST 7TH STREET
CLEARFIELD, PA 16830

Tax Parcel No. K08-246-00058

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JENNIFER A. ENGLISH NO. 07-1224-CD

NOW, November 19, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on September 05, 2008, I exposed the within described real estate of Jennifer A. English to public venue or outcry at which time and place I sold the same to FANNIE MAE 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	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	12.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$217.04

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	66,196.87
INTEREST @ 10.8800 %	1,936.64
FROM 03/11/2008 TO 09/05/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	3,468.48
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$71,621.99

COSTS:

ADVERTISING	351.70
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	217.04
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	638.01
TOTAL COSTS	\$1,609.25

DEED COSTS:

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

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