

07-1571-CD

Wells Fargo vs Thomas Hulihan

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 160171

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 07-1571-CD

CLEARFIELD COUNTY

THOMAS M. HULLIHEN  
VICKI L. HULLIHEN  
271 EAST MAIN STREET  
MAHAFFEY, PA 15757

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**FILED** *Atty. Ad. 85.00*  
*m/11/12/07*  
**SEP 25 2007**  
*(m) 2cc Sheriff*  
William A. Shaw  
Prothonotary/Clerk of Courts

## 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  
2<sup>nd</sup> 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

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

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

THOMAS M. HULLIHEN  
VICKI L. HULLIHEN  
271 EAST MAIN STREET  
MAHAFFEY, PA 15757

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

3. On 02/28/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200703875. 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	\$86,360.00
Interest	\$4,663.36
03/01/2007 through 09/24/2007 (Per Diem \$22.42)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$0.00
02/28/2007 to 09/24/2007	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$92,823.36
Escrow	
Credit	(\$377.38)
Deficit	\$0.00
Subtotal	<u>(\$377.38)</u>
<b>TOTAL</b>	<b>\$92,445.98</b>

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 \$92,445.98, together with interest from 09/24/2007 at the rate of \$22.42 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 piece, parcel or lot of land situate in the Borough of Mahaffey, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

Beginning at a point along the Southern side of Main Street, said beginning point being the Northeastern corner of the parcel herein described, said beginning point furthermore being at the Northwestern corner of lands of Daniel L. and Carol A. Wright; thence South 49 degrees 35 minutes West along the Western boundary line of Daniel L. and Carol A. Wright for a distance of 180 feet to a point along the Northern side of Walnut Street; thence North 39 degrees 28 minutes 40 seconds West along the Northern side of Walnut Street for a distance of 120 feet to a point; thence North 49 degrees 35 minutes East along the Eastern side of a 15-foot alley for a distance of 180 feet to a point along the Southern side of Main Street; thence South 39 degrees 28 minutes 40 seconds along the Southern side of Main Street for a distance of 120 feet to the place of beginning.

Being designated as tax parcel #13-C12-300 in the records of the Deed Registry Office of Clearfield County, Pennsylvania.

Being the same premises conveyed to Thomas M. Hullihen and Vicki L. Hullihen, husband and wife, from Ronald M. Wright, Jr. and Jacqueline S. Wright, husband and wife, by deed dated February 27, 2007 and recorded March 12, 2007, in the Instrument Number: 200703874.

271 EAST MAIN STREET, MAHAFFEY, PA 15757

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.

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

Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: \_\_\_\_\_

**PHELAN HALLINAN & SCHMIEG, LLP**  
Lawrence T. Phelan, Esquire I.D. No. 32227  
Francis S. Hallinan, Esquire I.D. No. 62695  
Daniel G. Schmieg, Esquire I.D. No. 62205  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**Wells Fargo Bank, N.A**

**Plaintiff**

**Court of Common Pleas  
Clearfield County  
No. 07-1571-CD**

vs.

**Thomas M. Hullihen  
Vicki L. Hullihen**

**Defendant(s)**

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE ,  
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

10/25/07  
Date

Francis S. Hallinan  
Lawrence T. Phelan, Esquire  
Francis S. Hallinan, Esquire  
Daniel G. Schmieg, Esquire  
Attorneys for Plaintiff

I

**FILED** ICC + 1 Cert of  
m/2:47pm disc issued to  
OCT 29 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty Hallinan.

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

**CIVIL DIVISION**

COPY

**Wells Fargo Bank, N.A.**

**Vs.**

**No. 2007-01571-CD**

**Thomas M. Hullihen  
Vicki L. Hullihen**

**CERTIFICATE OF DISCONTINUATION**

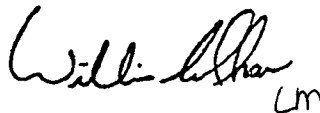
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 29, 2007, marked:

Discontinued and ended without prejudice

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of October A.D. 2007.

A handwritten signature in cursive script, appearing to read "William A. Shaw", with a small "cm" or similar mark below it.

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William A. Shaw, Prothonotary

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

DOCKET # 103234  
NO: 07-1571-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: THOMAS M. HULLIHEN and VICKI L. HULLIHEN

**SHERIFF RETURN**

NOW, September 28, 2007 AT 10:26 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS M. HULLIHEN DEFENDANT AT 271 EAST MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VICKI L. HULLIHEN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

**FILED**  
0/11:50 AM  
JAN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103234  
NO: 07-1571-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: THOMAS M. HULLIHEN and VICKI L. HULLIHEN

**SHERIFF RETURN**

---

NOW, September 28, 2007 AT 10:26 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON VICKI L. HULLIHEN DEFENDANT AT 271 EAST MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VICKI L. HULLIHEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103234  
NO: 07-1571-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: THOMAS M. HULLIHEN and VICKI L. HULLIHEN

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	630200	20.00
SHERIFF HAWKINS	PHELAN	630200	45.34

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008  
2007

So Answers,

  
by Maulya Hamr

Chester A. Hawkins  
Sheriff