

08-119-CD  
Suntrust Morg. vs Allen T. Smith

FILED *M 1/24/08* Atty pd. 95.00  
JAN 25 2008  
2cc Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 168980

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

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

NO. 08-119-CD  
CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

## NOTICE

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

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

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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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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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:

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

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

3. On 07/29/2002 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: 200212349. 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 10/01/2007 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	\$61,728.42
Interest	\$1,602.65
09/01/2007 through 01/11/2008	
(Per Diem \$12.05)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$22.10
07/29/2002 to 01/11/2008	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$65,353.17
Escrow	
Credit	\$0.00
Deficit	\$99.49
Subtotal	<u>\$99.49</u>
<b>TOTAL</b>	<b>\$65,452.66</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 \$65,452.66, together with interest from 01/11/2008 at the rate of \$12.05 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:   
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
Attorneys for Plaintiff

## LEGAL DESCRIPTION

All that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a railroad spike located on the centerline of Township Route No. 739. Said point is also the Southwest corner of the property of which this is a part of; Thence along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47 minutes E) one hundred two and five tenths feet (102.5 feet) to a railroad spike; Thence still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31 minutes 05 seconds E) one hundred twenty-two and thirty-five hundredths feet (122.35 feet) to a railroad spike; Thence along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31 minutes 40 seconds E) four hundred seventy-eight and twenty four hundredths feet (478.24) to an iron pin; Thence still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48 minutes 35 seconds W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; Thence along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54 minutes W) five hundred sixty-nine and twenty-four hundredths feet (569.24 feet) feet to a railroad spike and place of beginning.

Known as Lot No. 1 on map prepared by P.R. Mondock for Shirokey Surveys and dated August 9, 2001. Containing 1.8969 acres, more or less.

PARCEL NO. 505-000-00097

PROPERTY BEING: 712 WOOLRIDGE ROAD

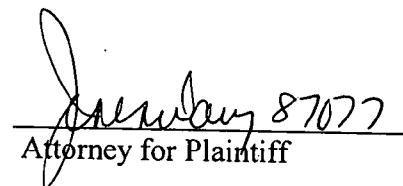
A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD

VERIFICATION

I hereby state that I am the 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 I am 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 my 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.

  
\_\_\_\_\_  
Attorney for Plaintiff

DATE: 1/14/08

(1K)

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

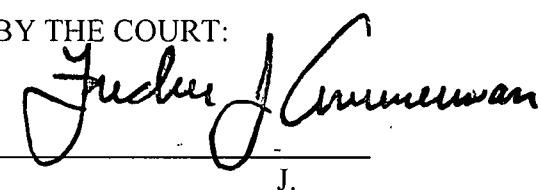
Suntrust Mortgage, Inc.	:	Court of Common Pleas
1001 Semmes Avenue	:	
PO Box 27767	:	
Richmond, VA 23224-7767	:	
Plaintiff	:	Civil Division
	:	
vs.	:	
	:	
Allen T. Smith	:	Clearfield County
Gina R. Smith	:	
A/K/A Gina P. Smith	:	
712 Woolridge Road	:	
A/K/A Road 1 Box	:	No. 08-0119-CD
91 Woolridge Road	:	
Frenchville, PA 16836	:	
Defendants	:	

**ORDER**

AND NOW, this 28<sup>th</sup> 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** 100A/H/Bradford  
10/9/08  
FEB 29 2008 100 Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
(without memo)  
GK

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:

**FILED**

FEB 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

FILED NO CC  
2/12/08  
FEB 28 2008

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

Plaintiff

Court of Common Pleas

vs.  
Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road 1 Box  
91 Woolridge Road  
Frenchville, PA 16836

Defendants

Civil Division

Clearfield County

No. 08-0119-CD

**MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE**

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on January 25, 2008. 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 Defendants.

3. On February 26, 2008, the Sheriff's office verbally advised counsel for Plaintiff that Gina R. Smith A/K/A Gina P. Smith accepted service on behalf of herself and Allen T. Smith on January 31, 2008.

4. On February 26, 2008, Plaintiff sent the Defendants a ten day letter notifying them of its intention to file a default judgment.

5. To date, the Clearfield County Sheriff's office has not filed the Affidavit of Service, which was made on January 31, 2008.

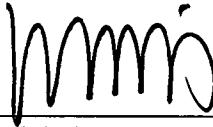
6. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's office files the Affidavit of Service of the Complaint with the Prothonotary. Interest accrues at the rate of \$12.05 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense.

7. 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**

RECEIVED  
NOV 25 2008  
COURT CLERK

William A. Shaw  
Prothonotary/Clerk of Courts

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

SUNTRUST MORTGAGE, INC.  
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RICHMOND, VA 23224-7767

Plaintiff

v.

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91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-119-CD

CLEARFIELD COUNTY

Defendants

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

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY  
PLEASE RETURN

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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:

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GINA R. SMITH  
A/K/A GINA P. SMITH  
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PHELAN HALLINAN & SCHMIEG, LLP

By: 

FRANCIS S. HALLINAN, ESQUIRE  
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MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
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MICHAEL E. CARLETON, ESQUIRE

Attorneys for Plaintiff

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PARCEL NO. 505-000-00097

PROPERTY BEING: 712 WOOLRIDGE ROAD

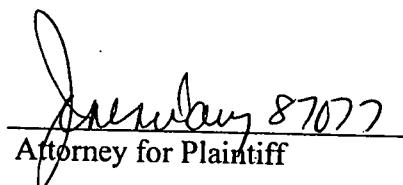
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I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to 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 my 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.

  
January 87077  
Attorney for Plaintiff

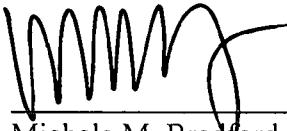
DATE: 1/14/08

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.

2/27/08  
Date

PHELAN HALLINAN & SCHMIEG, LLP



---

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

FILED NO  
M 11 27 2008  
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

vs.  
Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road 1 Box  
91 Woolridge Road  
Frenchville, PA 16836

Defendants

Civil Division

Clearfield County

No. 08-0119-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 2<sup>nd</sup> Street  
PO Box 130  
Clearfield, PA 16830-2347  
(Sheriff's Solicitor)

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road 1 Box  
91 Woolridge Road  
Frenchville, PA 16836

2/27/08  
Date

PHELAN HALLINAN & SCHMIEG, LLP



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103675  
NO: 08-119-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SUNTRUST MORTGAGE, INC.  
VS.  
DEFENDANT: ALLEN T. SMITH and GINA R. SMITH aka GINA P. SMITH

**SHERIFF RETURN**

---

NOW, January 31, 2008 AT 8:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALLEN T. SMITH DEFENDANT AT RESIDENCE 712 WOOLRIDGE ROAD, WOOLRIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GINA SMITH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED  
01/31/2008  
FEB 29 2008  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103675  
NO: 08-119-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SUNTRUST MORTGAGE, INC.  
VS.  
DEFENDANT: ALLEN T. SMITH and GINA R. SMITH aka GINA P. SMITH

**SHERIFF RETURN**

---

NOW, January 31, 2008 AT 8:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GINA R. SMITH aka GINA P. SMITH DEFENDANT AT RESIDENCE 712 WOOLRIDGE ROAD, WOOLRIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GINA R. SMITH AKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103675  
NO: 08-119-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SUNTRUST MORTGAGE, INC.

vs.

DEFENDANT: ALLEN T. SMITH and GINA R. SMITH aka GINA P. SMITH

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	658745	20.00
SHERIFF HAWKINS	PHELAN	658745	56.73

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

FILED <sup>NO CC</sup>  
M 11:05 AM  
MAR 14 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

vs.

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road 1 Box  
91 Woolridge Road  
Frenchville, PA 16836

Defendants

Civil Division

Clearfield County

No. 08-0119-CD

#### 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:

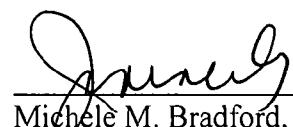
Chester A. Hawkins  
Sheriff of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

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

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road 1 Box  
91 Woolridge Road  
Frenchville, PA 16836

3/11/08  
Date

PHELAN HALLINAN & SCHMIEG, LLP

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

**FILED** Atty pd. 20.00  
m 10:43 AM  
MAR 27 2008 ICC Notice  
to Def

William A. Shaw  
Prothonotary/Clerk of Courts  
NTY

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

Prothonotary/  
**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**Plaintiff,**

**ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836**

: NO. 08-119-CD

**Defendant(s).**

PRAECLP 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 **ALLEN T. SMITH and GINA R. SMITH A/K/A GINA P. SMITH**, 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	\$ 65,452.66
Interest - 01/12/2008 TO 03/26/2008	\$ 903.75
<b>TOTAL</b>	<b>\$ 66,356.41</b>

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: 3/27/08

## PRO PROTHY

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

SUNTRUST MORTGAGE, INC.  
Plaintiff

Vs.

ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH  
Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 08-119-CD

**TO: ALLEN T. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836**

**DATE OF NOTICE: FEBRUARY 26, 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.

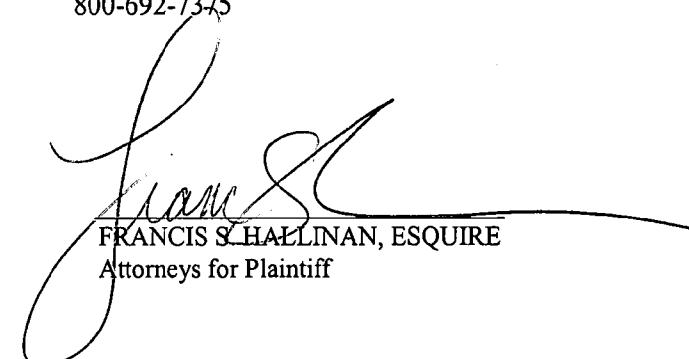
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ALLEN T. SMITH

GINA R. SMITH A/K/A GINA P. SMITH

Defendants

: CLEARFIELD COUNTY

: NO. 08-119-CD

TO: GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

DATE OF NOTICE: **FEBRUARY 26, 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

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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.

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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

FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

## 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**

• : : : : **CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**Plaintiff,**

: CIVIL DIVISION

2

**NO. 08-119-CD**

## ALLEN T. SMITH

GINA R. SMITH A/K/A GINA P. SMITH

**712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX**

## 91 WOOLRIDGE ROAD

FRENCHVILLE, PA 16836

**Defendant(s).**

## **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 ALLEN T. SMITH is over 18 years of age and resides at **712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, PA 16836.**

(c) that defendant GINA R. SMITH A/K/A GINA P. SMITH is over 18 years of age, and resides at 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, PA 16836.

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

Daniel G. Schmieg  
DANIEL G. SCHMIEG, ESQUIRE



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

COPY

Suntrust Mortgage, Inc.  
Plaintiff(s)

No.: 2008-00119-CD

Real Debt: \$66,356.41

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Allen T. Smith  
Gina R. Smith  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 27, 2008

Expires: March 27, 2013

Certified from the record this 27th 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.

ALLEN T. SMITH

GINA R. SMITH A/K/A  
GINA P. SMITH

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 08-119-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	
	\$66,356.41

Interest from 3/27/08 to Sale	\$ _____.
-------------------------------	-----------

Per diem \$10.91	
------------------	--

Add'l Costs	\$2,887.50
-------------	------------

Writ Total	\$
------------	----

135.00 Prothonotary costs

.....  
D. .... Attorney for the Plaintiff(s)

Note: Please attach description of Property.

168980

FILED Atty pd. 20.00  
APR 17 2008 1CC 06 wnts  
w/prop. desc.  
William A. Shaw  
Prothonotary/Clerk of Courts to Sheriff

(6K)

No. 08-119-CD..... Term 20

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

SUNTRUST MORTGAGE, INC.

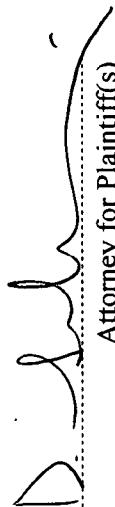
vs.

ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH

---

PRAECLPICE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff(s)

Address:

ALLEN T. SMITH  
712 WOOLRIDGE ROAD A/K/A  
ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A  
ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

<b>SUNTRUST MORTGAGE, INC.</b>	:	
<b>1001 SEMMES AVENUE, P.O. BOX 27767</b>	:	
<b>RICHMOND, VA 23224 7767</b>	:	
<b>Plaintiff,</b>	:	<b>CLEARFIELD COUNTY</b>
<b>v.</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>CIVIL DIVISION</b>
<b>ALLEN T. SMITH</b>	:	<b>NO. 08-119-CD</b>
<b>GINA R. SMITH A/K/A GINA P. SMITH</b>	:	
<b>712 WOOLRIDGE ROAD A/K/A</b>	:	
<b>ROAD 1 BOX 91 WOOLRIDGE ROAD</b>	:	
<b>FRENCHVILLE, PA 16836</b>	:	
<b>Defendant(s).</b>	:	

**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 **712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, PA 16836**.

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

<b>NAME</b>	<b>LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)</b>
<b>ALLEN T. SMITH</b>	<b>712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD FRENCHVILLE, PA 16836</b>
<b>GINA R. SMITH A/K/A GINA P. SMITH</b>	<b>712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD FRENCHVILLE, PA 16836</b>

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

<b>NAME</b>	<b>LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)</b>
-------------	--

**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.

4/14/08  
Date

  
**DANIEL G. SCHMIEG, ESQUIRE**  
Attorney for Plaintiff

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

**Plaintiff,**

v.

**ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A  
ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836**

**Defendant(s).**

**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 **712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, PA 16836**.

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

**712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836**

**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**

**6<sup>th</sup> Floor, Strawberry Sq., Dept 28061  
Harrisburg, PA 17128**

**Internal Revenue Service  
Federated Investors Tower**

**13<sup>TH</sup> 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.

4/14/08

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**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.**

**ALLEN T. SMITH**

**GINA R. SMITH A/K/A GINA P. SMITH**

**712 WOOLRIDGE ROAD A/K/A**

**ROAD 1 BOX 91 WOOLRIDGE ROAD**

**FRENCHVILLE, PA 16836**

**Defendant(s).**

**:**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 08-119-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

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

SUNTRUST MORTGAGE, INC.

vs.

ALLEN T. SMITH

GINA R. SMITH A/K/A  
GINA P. SMITH

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 20  
No. 08-119-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 above matter you are directed to levy upon and sell the following property (specifically described property below):

PREMISES: 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, PA 16836

(See Legal Description attached)

Amount Due	\$66,356.41
------------	-------------

Interest from 3/27/08 to Sale	\$ _____.
-------------------------------	-----------

Per diem \$10.91	
------------------	--

Add'l Costs	\$2,887.50
-------------	------------

Writ Total	\$
------------	----

Prothonotary costs

135.00

*Will L. Gray*  
(Clerk) Office of the Prothonotary, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated April 17, 2008  
(SEAL)

168980

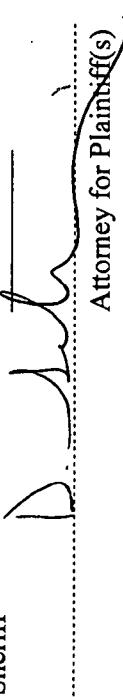
No. 08-119-CD ..... Term 20

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
SUNTRUST MORTGAGE, INC.

vs.

ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH

WRIT OF EXECUTION  
(Mortgage Foreclosure)

	Costs
Real Debt	\$66,356.41
Int. from 3/27/08 To Date of Sale (\$10.91 per diem)	
Costs	
Prothy Pd.	<u>135.00</u>
Sheriff	

Attorney for Plaintiff(s)

Address:

ALLEN T. SMITH  
712 WOOLRIDGE ROAD A/K/A  
BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1  
ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

**LEGAL DESCRIPTION**

**ALL that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:**

**BEGINNING at a railroad spike located on the centerline of Township Road No. 739. Said point is also the Southwest corner of the property of which this is part of; THENCE along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47 minutes E) one hundred two and five tenths feet (102.5 feet) to a railroad spike; THENCE still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31 minutes 05 seconds E) one hundred twenty-two and thirty-five hundredths feet (122.35 feet) to a railroad spike; THENCE along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31 minutes 40 seconds E) four hundred seventy-eight and twenty-four hundredths feet (478.24 feet) to an iron pin; THENCE still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48 minutes 35 seconds W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; THENCE along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54 minutes W) five hundred sixty-nine and twenty-four hundredths feet (569.24 feet) to a railroad spike and place of beginning. Known as Lot No. 1 on map prepared by P. R. Mondock for Shirokey Surveys and dated August 9, 2001. CONTAINING 1.8969 acres more or less.**

**TITLE TO SAID PREMISES IS VESTED IN Allen T. Smith and Gina P. Smith, h/w, by Deed from Gerald G. Waite and Darlene K. Waite, h/w, dated 10/15/2001, recorded 10/18/2001, in Deed Mortgage Inst# 200116708.**

Premises being: 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

Tax Parcel No. 111-S5-97

**FILED**

01:05 p.m. 08  
JUN 02 2008

1CC TO ATTY

William A. Shaw  
Prothonotary/Clerk of Courts

CR

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

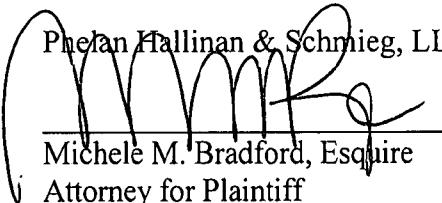
SUNTRUST MORTGAGE, INC.	:	Court of Common Pleas
Plaintiff	:	Civil Division
vs.	:	CLEARFIELD County
ALLEN T. SMITH	:	No. 08-119-CD
GINA R. SMITH	:	
A/K/A GINA P. SMITH	:	
Defendants		

**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.

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

DATE: 5/29/08

By:   
Phelan Hallinan & Schmiege, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

SUNTRUST MORTGAGE, INC.  
Plaintiff

: Court of Common Pleas

: Civil Division

VS.

: CLEARFIELD County

ALLEN T. SMITH

: No. 08-119-CD

GINA R. SMITH

A/K/A GINA P. SMITH

Defendants

RULE

AND NOW, this 4<sup>th</sup> day of June 2008, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 17<sup>th</sup> day of July 2008, at 10:30 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



168980

FILED 1CC  
07/28/08 Atty Bradford  
JUN 04 2008  
CR

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: *6/4/08*

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**

JUN 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SUNTRUST MORTGAGE, INC.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: CLEARFIELD County

ALLEN T. SMITH

: No. 08-119-CD

GINA R. SMITH

:

A/K/A GINA P. SMITH

Defendants

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 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	\$61,728.42
Interest Through July 11, 2008	\$3,780.58
Per Diem \$12.05	
Late Charges	\$22.10
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,137.50
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
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>\$428.97</u>

<b>TOTAL</b>	<b>\$68,347.57</b>
--------------	--------------------

Plus interest from July 11, 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

---

J.

168980

FILED  
O 1:04p.m. GK  
JUN 02 2008 NO CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

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

: Court of Common Pleas

vs.

: Civil Division

ALLEN T. SMITH

: CLEARFIELD County

GINA R. SMITH

: No. 08-119-CD

A/K/A GINA P. SMITH

Defendants

**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 January 25, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 27, 2008 in the amount of \$66,356.41. 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 July 11, 2008.

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

Principal Balance	\$61,728.42
Interest Through July 11, 2008	\$3,780.58
Per Diem \$12.05	
Late Charges	\$22.10
Legal fees	\$1,250.00
Cost of Suit and Title	\$1,137.50
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
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	<hr/> \$428.97
<b>TOTAL</b>	<b>\$68,347.57</b>

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 Defendants.

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: 5/29/18

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

FILED  
COURT  
JAN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 168980

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. 08-119-CD

CLEARFIELD COUNTY

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

Defendants

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

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY  
PLEASE RETURN

**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  
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

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:

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

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

3. On 07/29/2002 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: 200212349. 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 10/01/2007 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	\$61,728.42
Interest	\$1,602.65
09/01/2007 through 01/11/2008	
(Per Diem \$12.05)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$22.10
07/29/2002 to 01/11/2008	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$65,353.17
Escrow	
Credit	\$0.00
Deficit	\$99.49
Subtotal	<u>\$99.49</u>
<b>TOTAL</b>	<b>\$65,452.66</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 \$65,452.66, together with interest from 01/11/2008 at the rate of \$12.05 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: James M. Schmieg 07077  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

All that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a railroad spike located on the centerline of Township Route No. 739. Said point is also the Southwest corner of the property of which this is a part of; Thence along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47 minutes E) one hundred two and five tenths feet (102.5 feet) to a railroad spike; Thence still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31 minutes 05 seconds E) one hundred twenty-two and thirty-five hundredths feet (122.35 feet) to a railroad spike; Thence along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31 minutes 40 seconds E) four hundred seventy-eight and twenty four hundredths feet (478.24) to an iron pin; Thence still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48 minutes 35 seconds W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; Thence along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54 minutes W) five hundred sixty-nine and twenty-four hundredths feet (569.24 feet) feet to a railroad spike and place of beginning. Known as Lot No. 1 on map prepared by P.R. Mondock for Shirokey Surveys and dated August 9, 2001. Containing 1.8969 acres, more or less.

**PARCEL NO. 505-000-00097**

**PROPERTY BEING: 712 WOOLRIDGE ROAD**

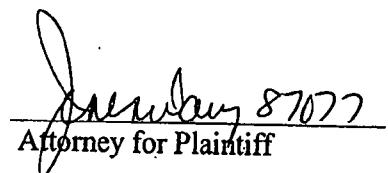
**A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD**

VERIFICATION

I hereby state that I am the 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 I am 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 my 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.

  
\_\_\_\_\_  
Attorney for Plaintiff

DATE: 1/14/08

# **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

SUNTRUST MORTGAGE, INC. :  
1001 SEMMES AVENUE P.O. BOX 27767 :  
RICHMOND, VA 23224 7767 :  
  
Plaintiff, :  
v. :  
  
ALLEN T. SMITH :  
GINA R. SMITH A/K/A GINA P. SMITH :  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX :  
91 WOOLRIDGE ROAD :  
FRENCHVILLE, PA 16836 :  
  
Defendant(s).

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 08-119-CD

FILED  
10043  
MAR 27 2008  
C  
William A. Shaw  
Prothonotary/Clerk of Courts

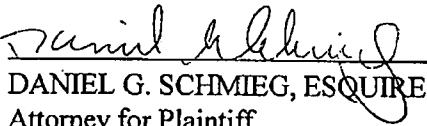
PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO FILE  
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against ALLEN T. SMITH and GINA R. SMITH A/K/A GINA P. SMITH, 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	\$ 65,452.66
Interest - 01/12/2008 TO 03/26/2008	\$ 903.75
<b>TOTAL</b>	<b><u>\$ 66,356.41</u></b>

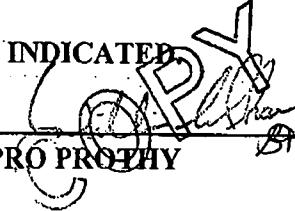
I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

  
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 3/27/08

  
PRO PROTH

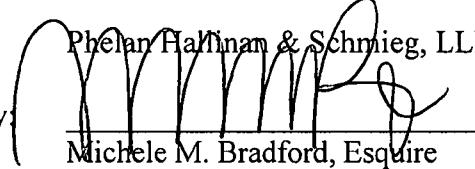
168980

**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: 5/29/08

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. :  
ALLEN T. SMITH : CIVIL DIVISION  
GINA R. SMITH A/K/A GINA P. SMITH :  
Defendant(s) : NO. 08-119-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: 712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, PA 16836.

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: June 16, 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.

168980

FILED  
AM 10:57A.M. CK  
JUN 17 2008 NO CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

Name and  
Address  
of Sender

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

CS

Line	Article Number	Name of Addressee, Street and Post Office Address	Postage
1		TENANT/OCCUPANT 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD FRENCHVILLE, PA 16836	
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 <sup>th</sup> Floor, Strawberry Sq., Dept 28061, Harrisburg, PA 17128	
5		Internal Revenue Service, Federated Investors Tower, 13 <sup>TH</sup> 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		<b>Re: ALLEN T. SMITH</b>	<b>168980 TEAM 4</b>
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)

MAILED FROM ZIP CODE 19103  
0004218010 MAY 07 2008  
\$02.100 PRINT BY BOWES  
UNITED STATES POSTAGE

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.

E E A

FILED *fm*

JUL 15 2008

07/15/08

William A. Shaw  
Prothonotary/Clerk of Courts

1 CEN + TO MR

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.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: CLEARFIELD County

ALLEN T. SMITH

: No. 08-119-CD

GINA R. SMITH

: A/K/A GINA P. SMITH

Defendants

PRAECIPE

TO THE PROTHONOTARY:

Plaintiff hereby withdraws its Motion to Reassess Damages, filed on June 2, 2008

in the above referenced action.

DATE: 7/14/08

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  
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.

: Civil Division

ALLEN T. SMITH

GINA R. SMITH

A/K/A GINA P. SMITH

: CLEARFIELD County

: No. 08-119-CD

Defendants

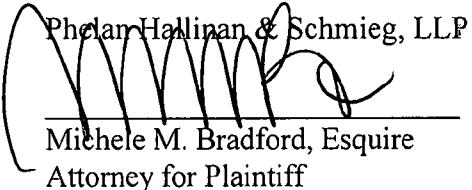
#### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Praeclipe to withdraw its Motion to Reassess Damages was served upon the following interested parties on the date indicated below.

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

DATE: 7/14/18

By:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20763  
NO: 08-119-CD

PLAINTIFF: SUNTRUST MORTGAGE, INC.

VS.

DEFENDANT: ALLEN T. SMITH AND GINA R. SMITH A/K/A GINA P. SMITH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/17/2008

LEVY TAKEN 4/23/2008 @ 9:02 AM

POSTED 4/23/2008 @ 9:02 AM

SALE HELD 7/11/2008

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$30,000.00 PLUS COSTS

WRIT RETURNED 7/31/2008

DATE DEED FILED 7/31/2008

PROPERTY ADDRESS 712 WOOLRIDGE ROAD A/K/A ROAD 1, BOX 91 WOOLRIDGE ROAD FRENCHVILLE , PA 16836

FILED

07/11/2008  
JUL 31 2008

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

4/23/2008 @ 9:02 AM SERVED ALLEN T. SMITH

SERVED ALLEN T. SMITH, DEFENDANT, AT HIS RESIDENCE 712 WOOLRIDGE ROAD A/K/A ROAD 1, BOX 91, WOOLRIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GINA SMITH, WIFE/CO-DEFENDANT

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

4/23/2008 @ 9:02 AM SERVED GINA R. SMITH A/K/A GINA P. SMITH

SERVED GINA R. SMITH A/K/A GINA P. SMITH, DEFENDANT, AT HER RESIDENCE 712 WOOLRIDGE ROAD A/K/A ROAD 1, BOX 91, WOOLRIDGE ROAD, FRENCHVILLE CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GINA SMITH

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 # 20763  
NO: 08-119-CD

PLAINTIFF: SUNTRUST MORTGAGE, INC.

vs.

DEFENDANT: ALLEN T. SMITH AND GINA R. SMITH A/K/A GINA P. SMITH

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$832.24

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*  
*by Andrea Bittner-DePheron*  
Chester A. Hawkins  
Sheriff

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

SUNTRUST MORTGAGE, INC.

vs.

ALLEN T. SMITH

GINA R. SMITH A/K/A  
GINA P. SMITH

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 20  
No. 08-119-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 above matter you are directed to levy upon and sell the following property (specifically described property below):**

PREMISES: 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD, FRENCHVILLE, \_\_\_\_\_  
PA 16836

(See Legal Description attached)

Amount Due \$66,356.41

Interest from 3/27/08 to Sale \$ \_\_\_\_\_.

Per diem \$10.91

Add'l Costs

\$2,887.50

Writ Total

\$

Prothonotary costs 135.00

*Will Shantz*

(Clerk) Office of the Prothonotary, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated 4/17/08  
(SEAL)

168980

Received this writ this 17<sup>th</sup> day  
of April A.D. 2008  
At 2:00 A.M. (P.M.)

Chester G. Henklein  
Sheriff by Cynthia Bitter Augherday

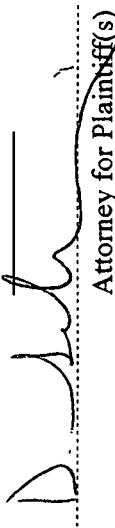
No. 08-119-CD..... Term 20

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
SUNTRUST MORTGAGE, INC.

vs.

ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs	
Real Debt	\$66,356.41
Int. from 3/27/08 To Date of Sale (\$10.91 per diem)	
Costs	
Prothy Pd.	<u>\$135.00</u>
Sheriff	

Address:

ALLEN T. SMITH  
712 WOOLRIDGE ROAD A/K/A  
BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1  
ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

Attorney for Plaintiff(s)

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike located on the centerline of Township Road No. 739. Said point is also the Southwest corner of the property of which this is part of; THENCE along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47 minutes E) one hundred two and five tenths feet (102.5 feet) to a railroad spike; THENCE still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31 minutes 05 seconds E) one hundred twenty-two and thirty-five hundredths feet (122.35 feet) to a railroad spike; THENCE along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31 minutes 40 seconds E) four hundred seventy-eight and twenty-four hundredths feet (478.24 feet) to an iron pin; THENCE still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48 minutes 35 seconds W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; THENCE along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54 minutes W) five hundred sixty-nine and twenty-four hundredths feet (569.24 feet) to a railroad spike and place of beginning. Known as Lot No. 1 on map prepared by P. R. Mondock for Shirokey Surveys and dated August 9, 2001. CONTAINING 1.8969 acres more or less.

TITLE TO SAID PREMISES IS VESTED IN Allen T. Smith and Gina P. Smith, h/w, by Deed from Gerald G. Waite and Darlene K. Waite, h/w, dated 10/15/2001, recorded 10/18/2001, in Deed Mortgage Inst# 200116708.

Premises being: 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

Tax Parcel No. 111-S5-97

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ALLEN T. SMITH

NO. 08-119-CD

NOW, July 31, 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 July 11, 2008, I exposed the within described real estate of Allen T. Smith And Gina R. Smith A/K/A Gina P. Smith 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 \$30,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.16
LEVY	15.00
MILEAGE	16.16
POSTING	15.00
CSDS	10.00
COMMISSION	600.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	30,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$832.24</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	66,356.41
INTEREST @ 10.9100 %	1,156.46
FROM 03/27/2008 TO 07/11/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	2,887.50
<b>TOTAL DEBT AND INTEREST</b>	<b>\$70,440.37</b>

**COSTS:**

ADVERTISING	454.66
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	832.24
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,758.40</b>

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

FILED NO CC  
M 10 27 09  
MAR 11 2009 6K

5  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
Michele M. Bradford, Esquire, I.D. No. 69849  
Jenine R. Davey, Esquire, I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEYS FOR PLAINTIFF

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

Plaintiff

: Court of Common Pleas  
: Civil Division  
: CLEARFIELD County

vs.

: No. 08-119-CD

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836

Defendants

**MOTION FOR EQUITABLE CONVERSION TO REAL PROPERTY, TO CONFIRM  
SHERIFF'S SALE, NUNC PRO TUNC AND TRANSFER TITLE**

AND NOW, COMES PLAINTIFF, Suntrust Mortgage, Inc., by its attorneys, Phelan Hallinan & Schmieg, LLP, and presents this Motion for Equitable Conversion, to Confirm Sheriff's Sale, nunc pro tunc, and transfer title and in support thereof, avers the following:

1. On or about July 29, 2002, Defendants Allen T. Smith and Gina R. Smith A/K/A Gina P. Smith made, executed and delivered a mortgage to Suntrust Mortgage, Inc. in the

principal sum of \$65,600.00 for the property at 712 Woolridge Road A/K/A Road Box 1 91 Woolridge Road, Frenchville, PA 16836, (hereinafter "Property") which mortgage was recorded on August 2, 2002 in the Office of the Recorder of Deeds of Clearfiled County as Instrument No. 200212349. A true and correct copy of the mortgage is attached hereto, made part hereof, and marked as Exhibit "A".

2. Defendants defaulted on the mortgage payments, by failing to tender payments due October 1, 2007 and each month thereafter.

3. On or about January 25, 2008, Plaintiff filed a complaint in mortgage foreclosure. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "B".

4. Defendants Allen T. Smith and Gina R. Smith A/K/A Gina P. Smith were served with the complaint on January 31, 2008. True and correct copies of the Affidavits of Service are attached hereto, made part hereof, and marked as Exhibit "C".

5. Notice of intent to enter default judgment was sent to Defendants on February 26, 2008, and judgment entered against Defendants on March 27, 2008. True and correct copies of the notices, and praecipe for entry of default judgment are attached hereto, made part hereof, and marked as Exhibits "D" and "E", respectively.

6. On July 11, 2008 the property was sold at Sheriff's Sale to the attorney on the writ.

7. The Sheriff's Deed to Plaintiff's assignee, Fannie Mae was recorded in the Office of the Recorder of Deeds of Clearfield County on July 31, 2008 as Instrument No. 200812257. A true and correct copy of the Sheriff's Deed to Fannie Mae is attached hereto, made part hereof, and marked as Exhibit "F". Fannie Mae is the owner of the Property.

8. Plaintiff's counsel then learned via title search that the property had been assessed in part for "land value", and in part for "building value", under a tax parcel I.D. number of 505-000-00097.

9. Plaintiff then obtained the tax assessment records for such property, which confirm the averment of paragraph 8 hereinabove. A true and correct copy of the tax assessment record is attached hereto, made part hereof, and marked as Exhibit "G".

10. Plaintiff has made no determination that the home is, in fact, a mobile home. To the contrary, photographs show the home's permanent affixation to the land. Attached hereto, made part hereof, and marked as Exhibit "H" are true and correct copies of the photographs of the subject property.

11. The home is affixed to a permanent foundation with a front porch and utility hook ups.

12. A search of the Pennsylvania Department of Transportation returned that the 2002 Commodore home has a vehicle identification number of CA39297AB and is titled to Allen T. and Gina R. Smith. A true and correct copy of the vehicle record abstract is attached hereto, made part hereof and marked as Exhibit "I".

13. There is no statutory basis in the Commonwealth of Pennsylvania for court declaration that a mobile home has been converted to realty and affixed as part of the land.

14. Pennsylvania is rife with common law that personal property or chattel be considered a fixture and as such, part of the real estate, when it is deemed to have been permanently affixed to the land.

15. The property is clearly attached via foundation to the land, and it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

16. Principles of equity dictate that the intent of the parties should govern.

17. Plaintiff has a duty to Fannie Mae to convey clear title.

18. Since Fannie Mae is the owner of the home by way of the Sheriff's Deed, it is entitled to an order converting the home to real property and the ownership of the mobile home by certificate of title.

19. Plaintiff requires a Court Order to transfer title as it is impossible to transfer ownership of the vehicle by use of the Certificate of Title or Vehicle Manufacturers Certificate of Origin.

20. Plaintiff's motion and proposed order are in conformity with the instructions of the Pennsylvania Department of Transportation, Bureau of Motor Vehicles. A true and correct copy of Penndot's instructions are attached hereto, made part hereof and marked as Exhibit "J".

WHEREFORE, Plaintiff Suntrust Mortgage, Inc. respectfully requests that this Honorable Court enter an Order on this motion, that the dwelling at 712 Woolridge Road A/K/A Road Box 1 91 Woolridge Road, Frenchville, PA 16836 with a tax parcel I.D. number of 505-000-00097, be equitably converted to real estate by way of this motion, and not subject to separation from land, and that the Sheriff's Sale of this property held July 11, 2008 is confirmed. Plaintiff also requests a Court Order awarding ownership of the 2002 Commodore Mobile Home bearing vehicle identification number CA39297AB to Fannie Mae and extinguishing the right,

**EXHIBIT A**

KAREN L. STARCH  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200212349  
RECORDED ON  
AUG 02, 2002  
2:38:33 PM  
Total Pages: 17

STRATFORD SETTLEMENTS INC  
506 SOUTH MAIN STREET  
SUITE 2203  
CLEARFIELD, PA 16830

Prepared By: SUNTRUST MORTGAGE, INC. Return To: SUNTRUST MORTGAGE, INC.  
801 SEMMES AVENUE  
RICHMOND, VIRGINIA 23224  
ATTN: MTG 1904

Parcel Number: 111-505-87

(Space Above This Line For Recording Data)

**MORTGAGE**

FPA1/0131012902

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 29, 2002 together with all Riders to this document.

(B) "Borrower" is  
ALLEN T SMITH

GINA R SMITH

HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is SUNTRUST MORTGAGE, INC.

Lender is a CORPORATION  
organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3088 1/01  
Page 1 of 10  
VMP MORTGAGE FORMS - 888621-7201

C106-01PA (10/00)



NO. 316 082

724 453 3182 + 18143557174

16:09 07/29/2008

FPA2/0131012932

Lender's address is 801 SEMMES AVENUE, RICHMOND, VA 23224

Lender is the mortgagor under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JULY 29, 2002. The Note states that Borrower owes Lender SIXTY FIVE THOUSAND SIX HUNDRED AND 00/100

(U.S. \$ 65,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2032.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

Adjustable Rate Rider  
 Balloon Rider  
 VA Rider

Condominium Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider

Second Home Rider  
 1-4 Family Rider  
 Other(s) (specify)

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

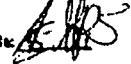
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

INITIALS: 

Form 3088 1/01

GPA-60PA (0808) C108-02PA (10/08) Page 2 of 10

FPA3/0131012932

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

COUNTY

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

SEE "SCHEDULE A" ATTACHED HERETO AND MADE A PART HEREOF

ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE  
("Property Address")

which currently has the address of  
[Street]  
[City], Pennsylvania 16896 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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All that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a railroad spike located on the centerline of Township Route No. 739. Said point is also the Southwest corner of the property of which this is a part of; Thence along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47' E) one hundred two and five tenths feet (102.5') to a railroad spike; Thence still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31' 05" E) one hundred twenty-two and thirty-five hundredths feet (122.35') to a railroad spike; Thence along other lands of Gerald G. and Darlene K. Waite, the Grantors herein. South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31' 40" E) four hundred seventy-eight and twenty four hundredths feet (478.24) to an iron pin; Thence still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48' 35" W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; Thence along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54' W) five hundred sixty-nine and twenty-four hundredths feet (569.24') feet to a railroad spike and place of beginning. Known as Lot No. 1 on map prepared by P.R. Mondock for Shirokey Surveys and dated August 9, 2001. Containing 1.8969 acres, more or less.



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**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be

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applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of


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the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the

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date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, and drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate.



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from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any

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other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the

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Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

12. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 1.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security

Initialed: 

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002-500AJ 10000 0100-11PA 190/001 Page 11 of 10

Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums

*[Signature]* Form 3088 1/01

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which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality of entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument, and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

*[Signature]*  
Initials:

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

Initials: 

Form 9099 1/07

000-81PA (0000) C106-14PA (10/00) page 14 of 18

FP15/0131012032

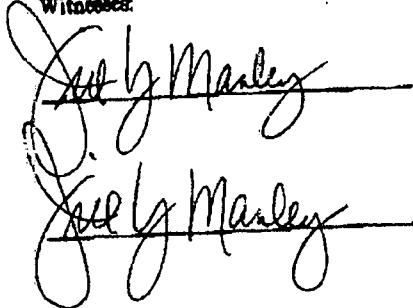
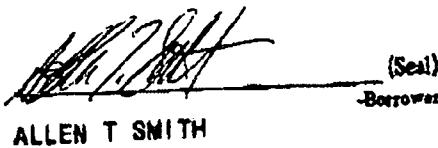
25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

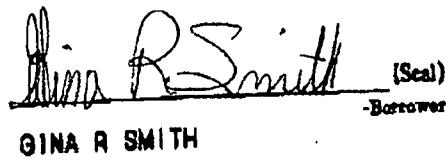
27. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

(Seal)  
-Borrower  
ALLEN T SMITH



(Seal)  
-Borrower  
GINA R SMITH

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

000-81PA (0000) C106-15PA (10/00) Page 15 of 19

Form 3032 1/01

NO. 315 816

724 453 3182 + 18143557174

16:09

07/29/2008



## **EXHIBIT B**

FILED  
MAY 4 2008  
JAN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 168980

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON FLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 08-119-CD

CLEARFIELD COUNTY

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

Defendants

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

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY  
PLEASE RETURN

## 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 CR 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  
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

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:

ALLEN T. SMITH  
GINA R. SMITH  
A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

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

3. On 07/29/2002 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: 200212349. 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 10/01/2007 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	\$61,728.42
Interest	\$1,602.65
09/01/2007 through 01/11/2008	
(Per Diem \$12.05)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$22.10
07/29/2002 to 01/11/2008	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$65,353.17
Escrow	
Credit	\$0.00
Deficit	\$99.49
Subtotal	<u>\$99.49</u>
<b>TOTAL</b>	<b>\$65,452.66</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 \$65,452.66, together with interest from 01/11/2008 at the rate of \$12.05 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: Francis S. Hallinan 09077  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

All that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a railroad spike located on the centerline of Township Route No. 739. Said point is also the Southwest corner of the property of which this is a part of; Thence along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47 minutes E) one hundred two and five tenths feet (102.5 feet) to a railroad spike; Thence still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31 minutes 05 seconds E) one hundred twenty-two and thirty-five hundredths feet (122.35 feet) to a railroad spike; Thence along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31 minutes 40 seconds E) four hundred seventy-eight and twenty four hundredths feet (478.24) to an iron pin; Thence still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48 minutes 35 seconds W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; Thence along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54 minutes W) five hundred sixty-nine and twenty-four hundredths feet (569.24 feet) feet to a railroad spike and place of beginning. Known as Lot No. 1 on map prepared by P.R. Mondock for Shirokey Surveys and dated August 9, 2001. Containing 1.8969 acres, more or less.

**PARCEL NO. 505-000-00097**

**PROPERTY BEING: 712 WOOLRIDGE ROAD**

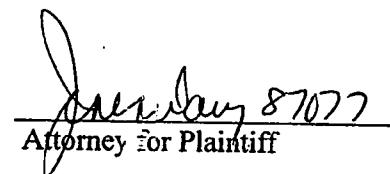
**A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD**

VERIFICATION

I hereby state that I am the 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 I am 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 my 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.

  
John J. Murphy 87077  
\_\_\_\_\_  
Attorney for Plaintiff

DATE: 1/14/06

**EXHIBIT C**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103675  
NO. C8-119-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SUNTRUST MORTGAGE, INC.

vs.

DEFENDANT: ALLEN T. SMITH and GINA R. SMITH aka GINA P. SMITH

CCW

**SHERIFF RETURN**

NOW, January 31, 2008 AT 8:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ALLEN T. SMITH DEFENDANT AT RESIDENCE 712 WOOLRIDGE ROAD, WOOLRIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GINA SMITH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103675  
NO: 08-119-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SUNTRUST MORTGAGE, INC.

VS.

DEFENDANT: ALLEN T. SMITH and GINA R. SMITH aka GINA P. SMITH

**SHERIFF RETURN**

---

NOW, January 31, 2008 AT 8:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GINA R. SMITH aka GINA P. SMITH DEFENDANT AT RESIDENCE 712 WOOLRIDGE ROAD, WOOLRIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GINA R. SMITH AKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

**EXHIBIT D**

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

ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH  
Defendants

: CLEARFIELD COUNTY

: NO. 08-119-CD

TO: ALLEN T. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

DATE OF NOTICE: FEBRUARY 26, 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

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ALLEN T. SMITH

: CLEARFIELD COUNTY

GINA R. SMITH A/K/A GINA P. SMITH  
Defendants

: NO. 08-119-CD

TO: GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

DATE OF NOTICE: FEBRUARY 26, 2008

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#### IMPORTANT NOTICE

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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

Francis S. Hallinan, Esquire  
Attorneys for Plaintiff

FILE COPY

**EXHIBIT E**

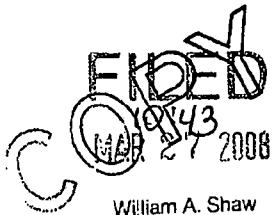
PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station - Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

ATTORNEY FILE COPY  
PLEASE RETURN

SUNTRUST MORTGAGE, INC. :  
1001 SEMMES AVENUE P.O. BOX 27767 :  
RICHMOND, VA 23224 7767 :  
  
Plaintiff, :  
v. :  
  
ALLEN T. SMITH :  
GINA R. SMITH A/K/A GINA P. SMITH :  
712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX :  
91 WOOLRIDGE ROAD :  
FRENCHVILLE, PA 16836 :  
  
Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION  
NO. 08-119-CD



William A. Shaw  
Prothonotary/Clerk of Courts

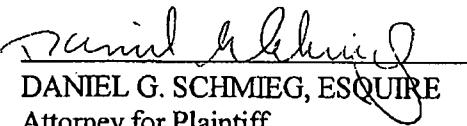
PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO FILE  
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against ALLEN T. SMITH and GINA R. SMITH A/K/A GINA P. SMITH, 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	\$ 65,452.66
Interest - 01/12/2008 TO 03/26/2008	\$ 903.75
<b>TOTAL</b>	<b><u>\$ 66,356.41</u></b>

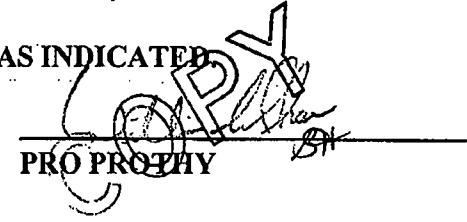
I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

  
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 3/27/08

  
PRO PROTHO

168980

**EXHIBIT F**

# CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder  
Betty L. Lansberry - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

AFFIDAVIT No: 41548

## \*RETURN DOCUMENT TO:

CLEARFIELD CO SHERIFF

Instrument Number - 200812257

Recorded On 7/31/2008 At 10:54:00 AM

\* Instrument Type - DEED

\* Total Pages - 5

Invoice Number - 190083

\* Grantor - CLEARFIELD CO SHERIFF

\* Grantee - FANNIE MAE

\* Customer - CLEARFIELD CO SHERIFF

### \* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$14.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$29.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Maurene E. Inlow*  
Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

# Deed - Poll.

No.

Chester A. Hawkins  
High Sheriff of Clearfield County  
TO

FANNIE MAE  
1900 MARKET STREET, SUITE 800  
PHILADELPHIA, PA 19103

## SHERIFF DEED

Dated July 31, 2008

For \$30,000.00 + COSTS

Sold as the property of

ALLEN T. SMITH AND GINA R. SMITH A/K/A GINA P. SMITH

Sold on 08-119-CD

## Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$30,000.00 plus costs, to me in hand, do hereby grant and convey to FANNIE MAE, the following described property, to wit:

### LEGAL DESCRIPTION

ALL that certain piece or parcel of land situated in the Township of Covington, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike located on the centerline of Township Road No. 739. Said point is also the Southwest corner of the property of which this is part of; THENCE along centerline of said Road, North forty-six degrees, forty-seven minutes East (N 46 degrees 47 minutes E) one hundred two and five tenths feet (102.5 feet) to a railroad spike; THENCE still along centerline of said Road, North fifty-one degrees, thirty-one minutes, five seconds East (N 51 degrees 31 minutes 05 seconds E) one hundred twenty-two and thirty-five hundredths feet (122.35 feet) to a railroad spike; THENCE along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South fifty-nine degrees, thirty-one minutes, forty seconds East (S 59 degrees 31 minutes 40 seconds E) four hundred seventy-eight and twenty-four hundredths feet (478.24 feet) to an iron pin; THENCE still along other lands of Gerald G. and Darlene K. Waite, the Grantors herein, South twenty-five degrees, forty-eight minutes, thirty-five seconds West (S 25 degrees 48 minutes 35 seconds W) one hundred ten and forty-four hundredths feet (110.44) to an iron pin on line of, now or formerly River Hill Coal Co.; THENCE along lands of same, North sixty-nine degrees, fifty-four minutes West (N 69 degrees 54 minutes W) five hundred sixty-nine and twenty-four hundredths feet (569.24 feet) to a railroad spike and place of beginning. Known as Lot No. 1 on map prepared by P. R. Mondoock for Shirokey Surveys and dated August 9, 2001. CONTAINING 1.8969 acres more or less.

TITLE TO SAID PREMISES IS VESTED IN Allen T. Smith and Gina P. Smith, h/w, by Deed from Gerald G. Waite and Darlene K. Waite, h/w, dated 10/15/2001, recorded 10/18/2001, in Deed Mortgage Inst# 200116708.

Premises being: 712 WOOLRIDGE ROAD A/K/A ROAD 1 BOX 91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

Tax Parcel No. 111-S5-97

SEIZED, taken in execution and sold as the property of ALLEN T. SMITH AND GINA R. SMITH  
A/K/A GINA P. SMITH, at the suit of SUNTRUST MORTGAGE, INC. JUDGMENT NO. 08-119-CD

Now, July 31, 2008 the same having been sold by me to the said grantee on July 11, 2008 after due advertisement according to law, under and by virtue of writ of execution issued on April 17, 2008 out of the Court of Common Pleas of said County of Clearfield as of case number 08-119-CD at the suit of

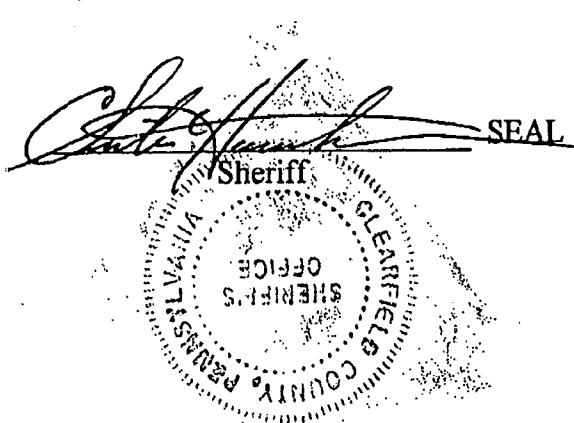
SUNTRUST MORTGAGE, INC.

against

ALLEN T. SMITH AND GINA R. SMITH A/K/A GINA P. SMITH

IN WITNESS WHEREOF, I have hereunto affixed by signature the day July 31, 2008

State of Pennsylvania  
County of Clearfield



On July 31, 2008 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therin stated and for the purposes therein contained.

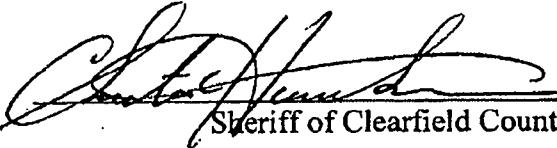
In witness whereof, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Prothonotary Title of Officer

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan 2010  
Clearfield Co., Clearfield, PA 16830

#### CERTIFICATE OF RESIDENCE

"I hereby Certify that the percise Residence of the Grantee or Grantees is,

  
\_\_\_\_\_  
Sheriff of Clearfield County

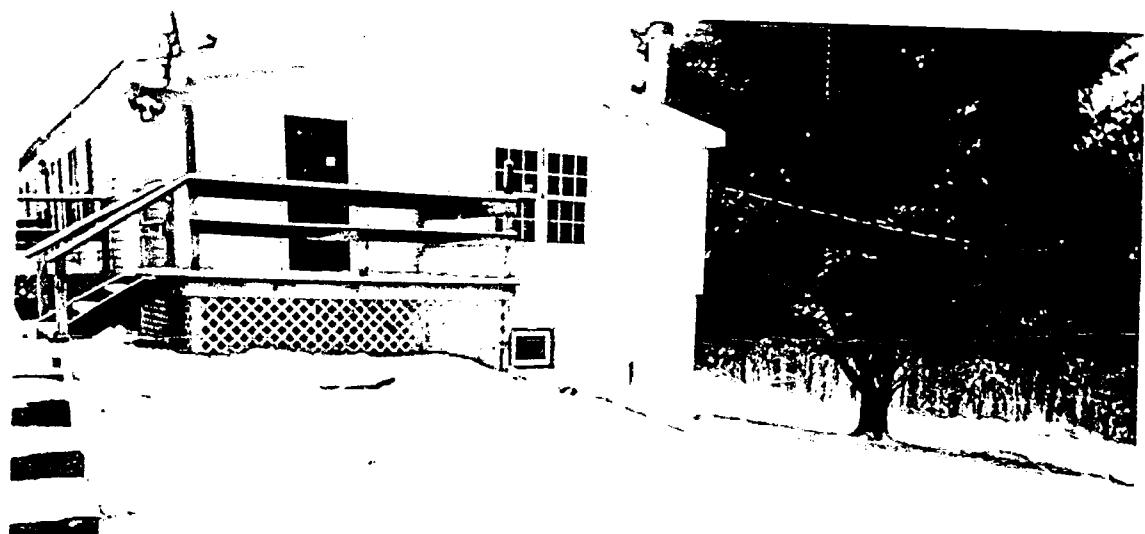
FANNIE MAE  
1900 MARKET STREET, SUITE 800  
PHILADELPHIA, PA 19103

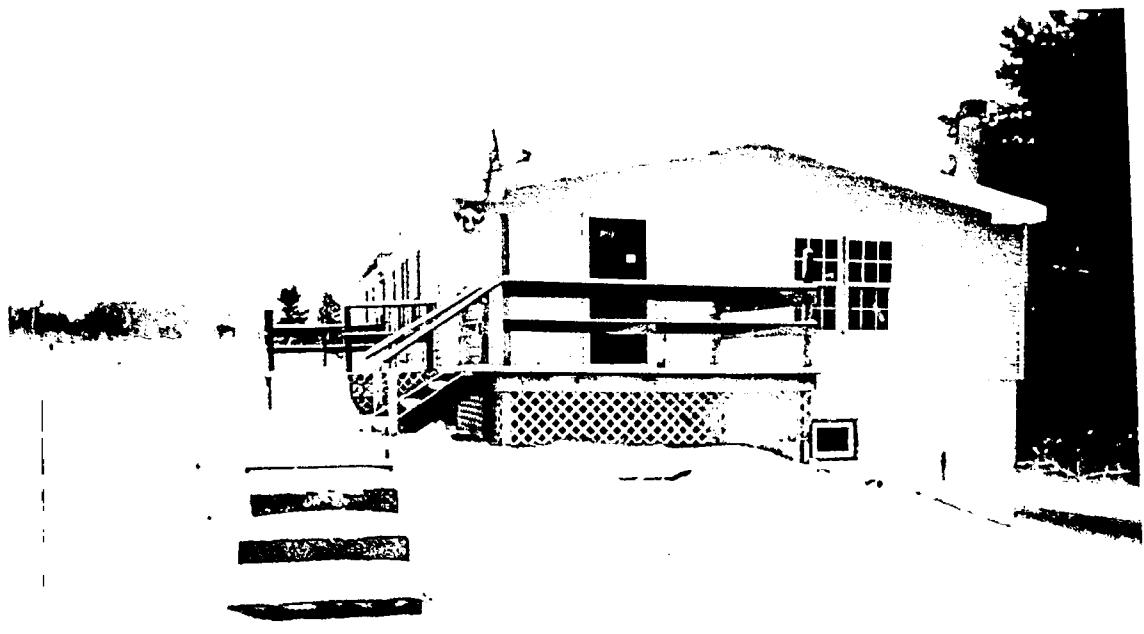
## **EXHIBIT G**

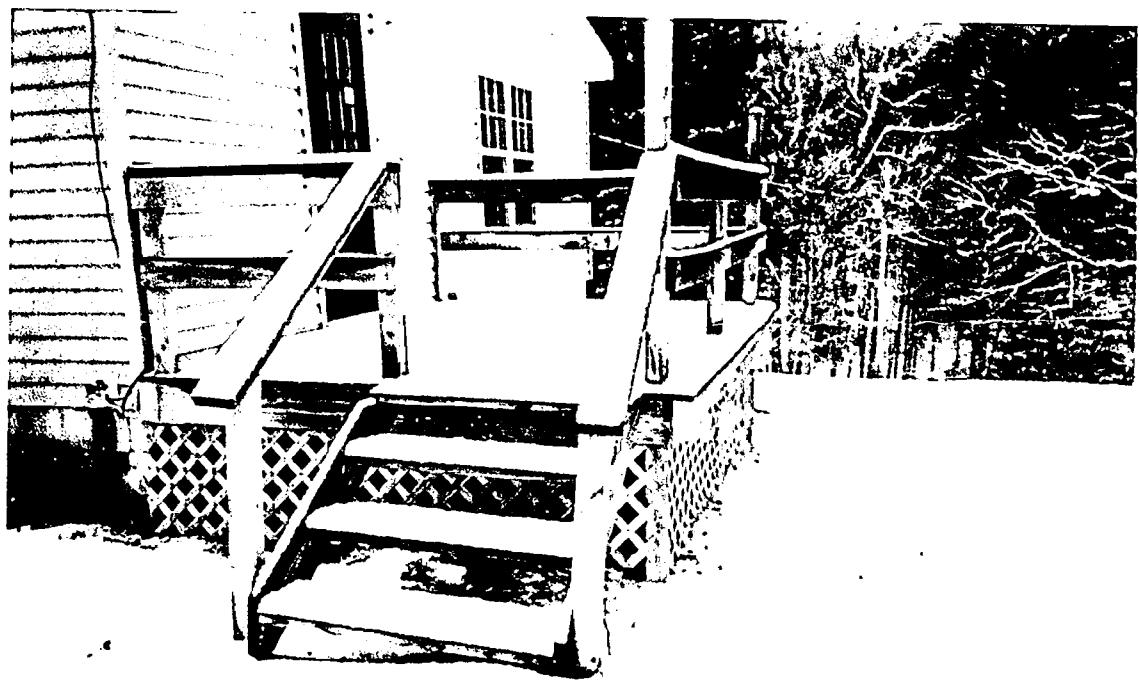


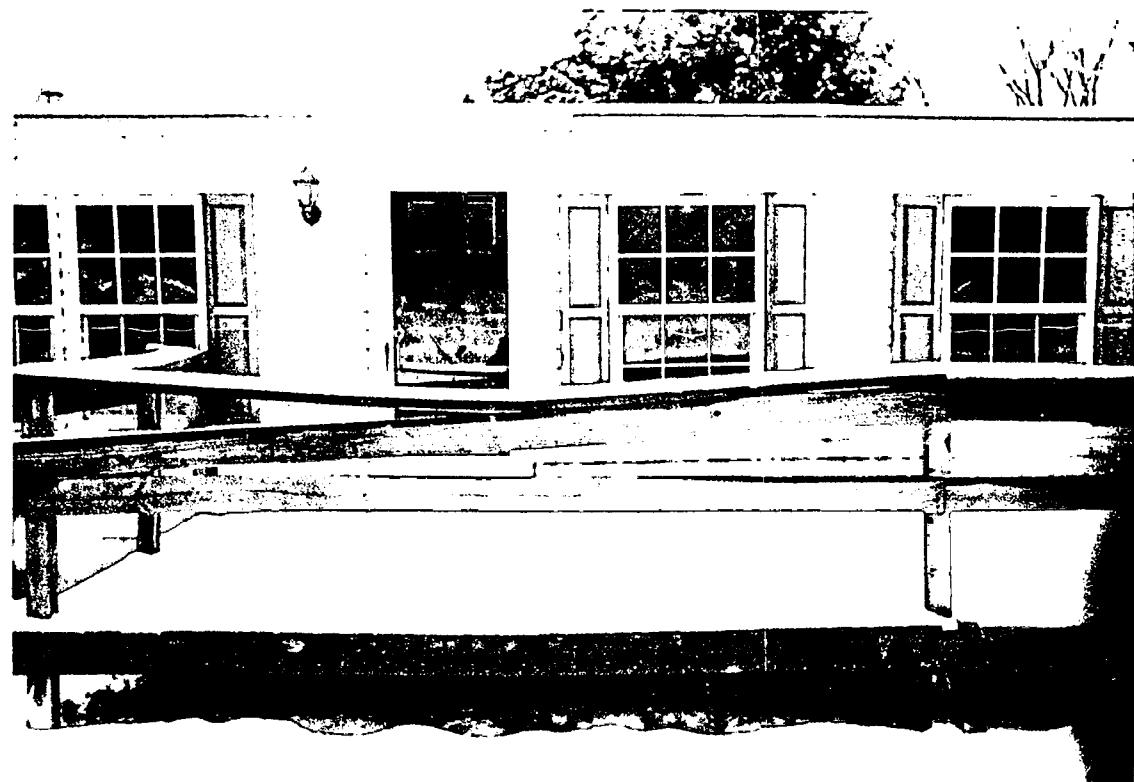
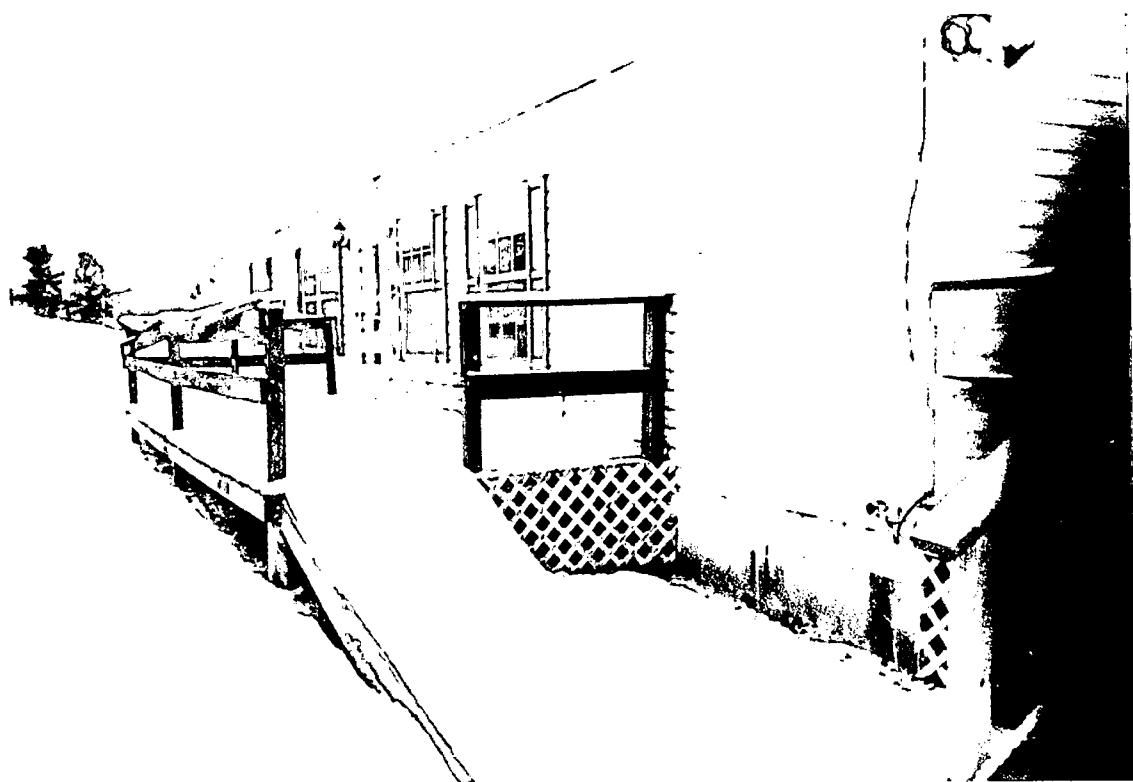
**EXHIBIT H**

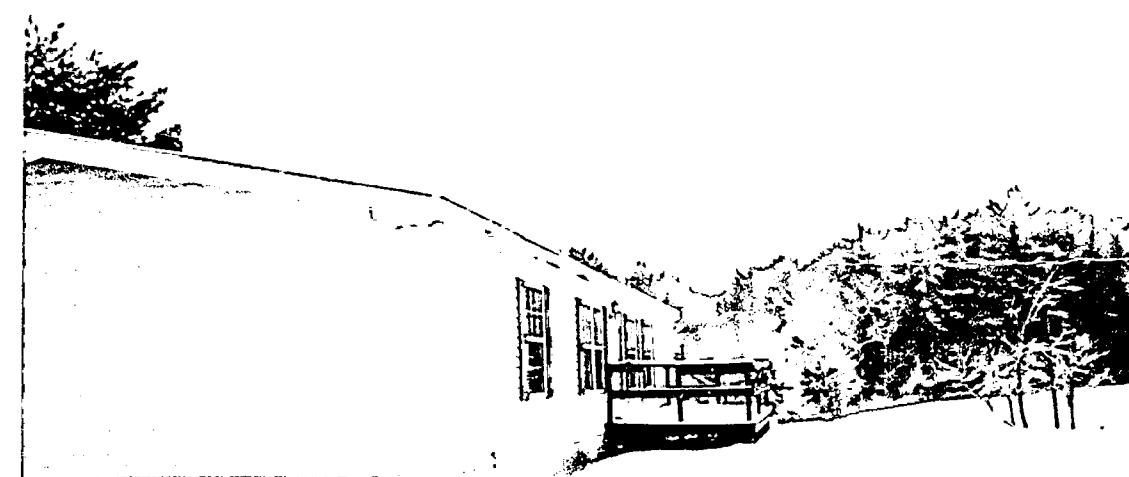




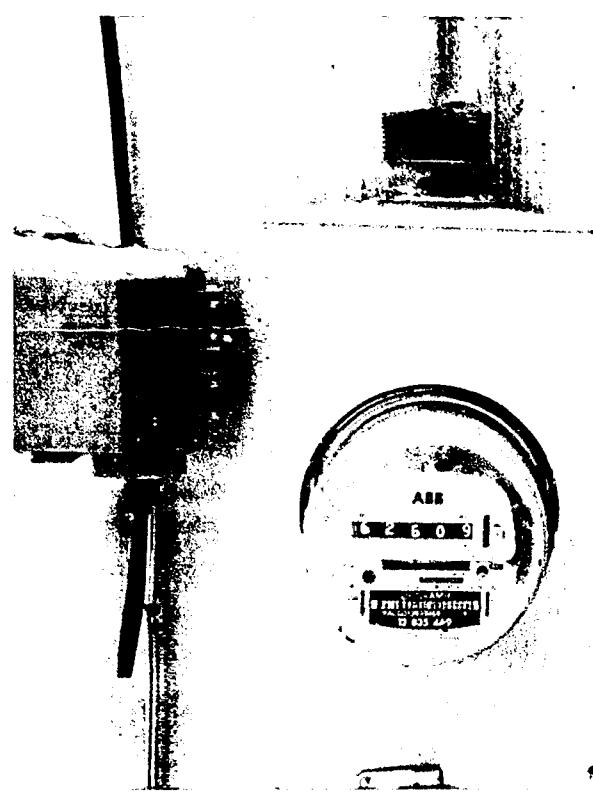






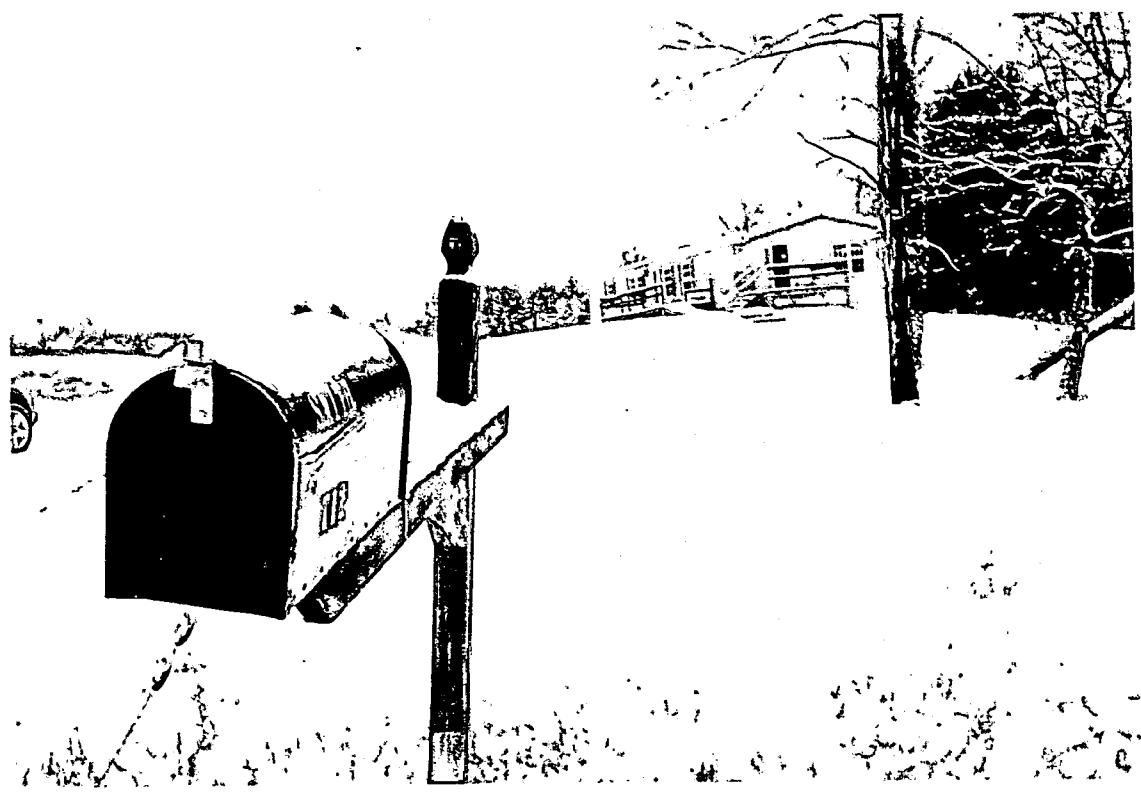












# **EXHIBIT I**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
SAFETY ADMINISTRATION  
HARRISBURG, PA 17123

1/29/09  
13:17

FULL SPECTRUM SERVICES INC  
400 FELLOWSHIP RD  
STE 220  
MT LAUREL NJ 08054-0000

090290753000242 001

**CERTIFICATE & ATTESTATION**

---

I hereby certify that Anita M. Wasko, Director of the Bureau of Motor Vehicles of the Department of Transportation, is the legal custodian of the Motor Vehicle Records of the Pennsylvania Department of Transportation.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS DEPARTMENT ON THE ABOVE DATE IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

*Allen D. Beikler*

SECRETARY OF TRANSPORTATION

---

I hereby certify that the documents attached hereto are full, true and correct photostatic, microfilm or printed copies of documents or electronically stored information of which I have legal custody and that the copies conform to the requirements of 6109 of the Judicial Code. Sales tax information is redacted from applications for certificate of title in accordance with the Act of April 9, 1929, P.L. 343, as amended, 72 P.S. Section 731.

TITLE: 58013421  
VIN : CA39297AB

CERTIFIED IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

*Anita M. Wasko*

ANITA M. WASKO, DIRECTOR  
BUREAU OF MOTOR VEHICLES

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD ABSTRACT

1/29/09

13:17

PAGE 1

090290753000242 001

OWNER : ALLEN T & GINA R SMITH  
RR 1 BOX 91  
FRENCHVILLE PA 16836

LESSEE : NONE

TITLE NUMBER : 58013421  
TAG NUMBER :  
VIN : CA39297AB  
MAKE : COMMODORE  
MODEL :  
RENEWAL WID :  
PREVIOUS TAG :  
LIENS : NO  
STOPS : NO

TITLE DATE : 10/03/02  
REGISTRATION EXPIRY DATE:  
BODY TYPE : MH  
ODOMETER READING : \*  
\*EXEMPT BY FED LAW  
DUPLICATE TITLE COUNT : 0  
VEHICLE YEAR : 2002  
STOLEN DATE :  
:

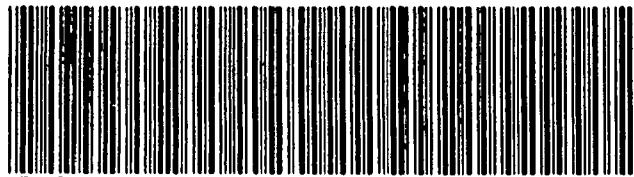
TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:  
DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD SERVICES  
PO BOX 68691  
HARRISBURG, PA 17106-8691

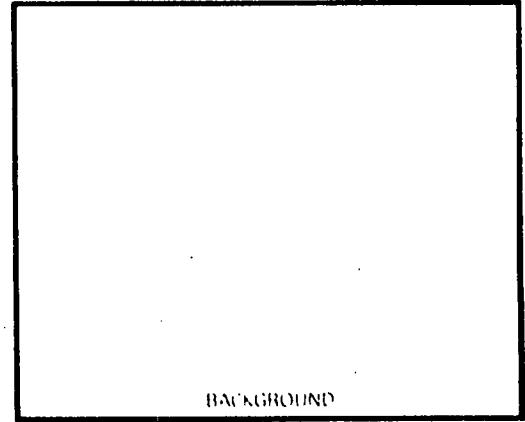
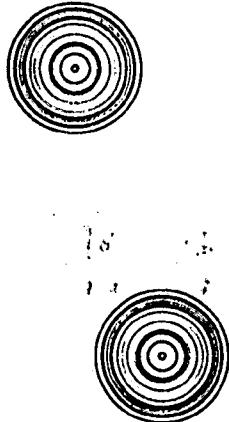
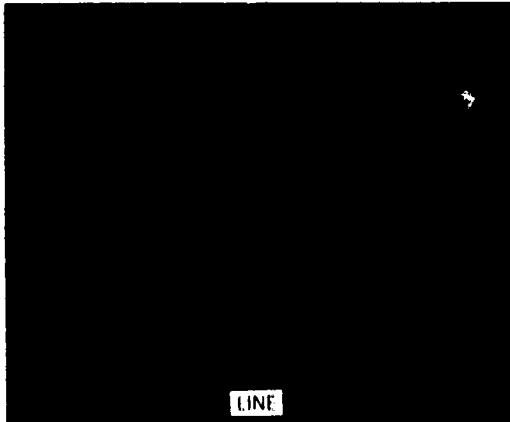
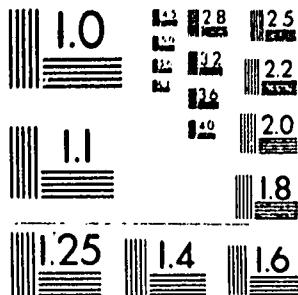
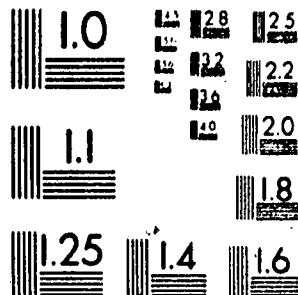
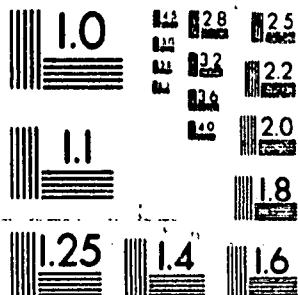
INFORMATION: (8:00 AM TO 6:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-412-5300  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-412-5380  
WWW.DOT.STATE.PA.US

02234 0018 000370/40



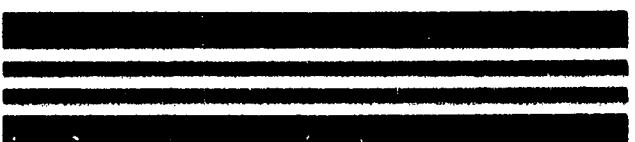
DOCUMENT SEPARATOR

MV-127 (01-02)



AUG 9 0 2000

SA



1590798

MV-1 (5-00)

MAKE OF VEHICLE <b>Commodore</b>	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY <b>CA39297A13</b>			BODY TYPE (SDN, BK, BUS, ETC) <b>MH</b>	MODEL YEAR <b>2002</b>	TAX PURCHASED PRICE OR MARK UP AMOUNT <b>10000</b>	
GROSS VEHICLE WT. <b>40,368</b>	FUEL <input type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC	DRIVE TRAIN <input type="checkbox"/> AUTHORIZED REPAIRER (NAME OR CERTIFIED INSPECTION MECHANIC) (PRINT NAME) <b>NOV 2002</b>					LESS TRADE-IN <b>0</b>
CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAX <input type="checkbox"/> OR A <input type="checkbox"/> POLICE VEHICLE (IF APPLICABLE)							
LAST NAME (OR FULL BUSINESS NAME) <b>Smith</b>		FIRST NAME <b>Allen</b>	MIDDLE INITIAL <b>T.</b>	DATE ACQUIRED/PURCHASED <b>7/30/02</b>		X 6% (.06) SALES TAX "X 7% (.07) (See note on reverse)	
CO-PURCHASER <b>Smith</b>		GINA R.		DEALER ID NUMBER (IF APPLICABLE) <b>N/A</b>		LESS TAX CREDIT <b>0</b>	
STREET <b>R.D. #1, Box 91 Woolridge Road</b>		CITY <b>Frenchville</b>	STATE <b>PA</b>	ZIP <b>16836</b>	COUNTY CODE <b>1 7</b>	SALES TAX DUE <b>0</b>	
NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).							
NOTE: If the vehicle is to be used as a daily rental or leased vehicle, check this block <input type="checkbox"/> If block is checked, complete and attach Form MV-4A							
C. MILES REFLECTED IN LOGBOOK OR MILEAGE METER REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS				IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY		ODOMETER READING <b>N/A</b>	
WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.							
D. 1ST LIEN DATE: <b>0</b>		IF NO LIEN, CHECK <input checked="" type="checkbox"/> 2ND LIEN DATE: <b>0</b>		IF NO LIEN, CHECK <input type="checkbox"/>		1. EXEMPTION REQUEST CODE (must be a number from 1 to 26 OR 0)	
1ST LIENHOLDER: <b>0</b>		2ND LIENHOLDER: <b>0</b>				2. TITLE FEE <b>0</b>	
STREET: <b>0</b>		STREET: <b>0</b>				3. LIEN FEE <b>0</b>	
CITY: <b>0</b>		STATE: <b>0</b>		CITY: <b>0</b>		4. REGISTRATION OR PROCESSING FEE <b>0</b>	
ZIP: <b>0</b>		ZIP: <b>0</b>		STATE: <b>0</b>		5. DUPLICATE REG FEE <b>0</b>	
FINANCIAL INSTITUTION NUMBER: <b>0</b>		FINANCIAL INSTITUTION NUMBER: <b>0</b>				6. NO. OF CARDS <b>0</b>	
E. MAKE OF VEHICLE <b>0</b>		VIN: <b>0</b>		MODEL YEAR: <b>0</b>		7. TRANSFER FEE <b>0</b>	
BODY TYPE (SDN, BK, BUS, ETC) <b>0</b>		CONDITION OF VEHICLE: <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR				8. INCREASE FEE <b>0</b>	
PASSENGER <b>0</b>		<input type="checkbox"/> PASSENGER <input type="checkbox"/> TAXI <input type="checkbox"/> LIMOUSINE <input type="checkbox"/> SCHOOL BUS <input type="checkbox"/> MASS. TRANSIT BUS <input type="checkbox"/> OTHER BUS		SEATING CAPACITY <b>0</b>		9. REPLACEMENT FEE <b>0</b>	
MOTORCYCLE <b>0</b>		CYLINDER CAPACITY 300CC OR LESS <input type="checkbox"/> YES <input type="checkbox"/> NO		BRAKE <b>0</b>		10. TOTAL PAID (ADD 1-THRU 9) Send One Check In This Amount <b>0</b>	
AUTOMOBILE DRIVEN <b>0</b>		OPERABLE PEDALS <input type="checkbox"/> YES <input type="checkbox"/> NO		HORSEPOWER <b>0</b>			
MOPED <b>0</b>		AUTOMATIC TRANSMISSION <input type="checkbox"/> YES <input type="checkbox"/> NO		MAX DESIGN SPEED 25 MPH OR LESS <input type="checkbox"/> YES <input type="checkbox"/> NO			
MOTOR HOME <b>0</b>		CHASSIS MFR: <b>0</b>		DESIGNED/ALTERED FOR ROAD USE <input type="checkbox"/> YES <input type="checkbox"/> NO			
TRAILER & VEHICLES MOUNTED <b>0</b>		NUMBER OF AXLES: <b>0</b>		BODY MAKE: <b>0</b>			
TRACTOR <b>0</b>		GROSS COMBINATION WT. <b>0</b>		REQ. REGISTERED GROSS WT. (INCLUDING LOAD) <b>0</b>			
IMPLEMENT OF HUSBANDRY OR SPECIAL MOBILE EQUIPMENT <b>0</b>		UNLADEN WT. (EMPTY) <b>0</b>		GROSS COMBINATION WT. RATING <b>0</b>			
COMPLETE AND ATTACH FORM MV-10A							
F. ORIGINAL PLATE # Check One <input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED)							
<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE				<input type="checkbox"/> TRANSFER & RENEWAL OF PLATE			
<input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE				<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER			
PLATE NO. <b>0</b>		EXPIRES Month <b>0</b> Year <b>0</b>		REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> STOLEN <input type="checkbox"/> DEFACED <input type="checkbox"/> NEVER RECEIVED (IN MAIL)			
G. TEMP/PLATE NO. <b>0</b>		TRANSFERRED FROM TITLE NO. <b>0</b>		VIN <b>0</b>		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-1A	
H. INSURANCE COMPANY NAME <b>0</b>		SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): <b>0</b>		SIGNATURE <b>0</b>		RELATIONSHIP TO APPLICANT <b>0</b>	
I. ISSUING AGENT AGENT INFORMATION <b>0</b>		J. POLICY NO. (OR ATTACH BINDER) <b>0</b>		K. POLICY EFFECTIVE DATE <b>0</b>		L. POLICY EXPIRATION DATE <b>0</b>	
I. I CERTIFY THAT ON MONTH I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE, AND DEPARTMENT REGULATIONS.		ISSUING AGENT (PRINT NAME) <b>0</b>		AGENT NO. <b>0</b>			
J. I FURTHER CERTIFY THAT I MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I FURTHER ACKNOWLEDGE THAT I/MAY BE SUBJECT TO A FINE NOT EXCEEDING \$1000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/MAKE ON THIS FORM. AND I FURTHER CERTIFY THAT I/MAY HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I/MAY BE AUTHORIZED TO CLAIM THIS EXEMPTION. I FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A. SIGNATURE OF INDIVIDUAL OR BUSINESS OWNER <b>0</b>		ISSUING AGENT SIGNATURE <b>0</b>		TELEPHONE NO. <b>0</b>			
K. I CERTIFY THAT ON MONTH I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE, AND DEPARTMENT REGULATIONS.		SIGNATURE OF CO-OWNER/TITLE-HOLDER AUTHORIZED SIGNER <b>0</b>		TELEPHONE NO. <b>0</b>			
L. I FURTHER CERTIFY THAT I MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I FURTHER ACKNOWLEDGE THAT I/MAY BE SUBJECT TO A FINE NOT EXCEEDING \$1000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/MAKE ON THIS FORM. AND I FURTHER CERTIFY THAT I/MAY HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I/MAY BE AUTHORIZED TO CLAIM THIS EXEMPTION. I FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A. SIGNATURE OF INDIVIDUAL OR BUSINESS OWNER <b>0</b>		MESSENDER NUMBER <b>0</b>					

1. BUREAU OF MOTOR VEHICLES

AUG 4 2002

2234 0018 000576  
**MANUFACTURER'S  
STATEMENT OF ORIGIN  
TO A MANUFACTURED HOME**

The undersigned CORPORATION hereby certifies that the new manufactured home, described below, the property of said CORPORATION, has been transferred this.....

23RD..... day of..... MAY..... 2002, on invoice No..... 10522.....

VALLEY HOMES.....

to.....

1125 S. EAGLE VALLEY RD.....

whose address is.....

(Street, City and State)  
**ELLWOOD CITY, PA 16823**

Trade Name **COMMODORE** Year **2002** Series or Model **RICHLAND**

Body Type **SHINGLE/LAP** Length **60**

Width **28**

No. Axles **1** Serial No. **CA39297AB**

No. Wheels **16** Shipping Weight **40,3680**

The CORPORATION further certifies that this was the first transfer of such new manufactured home in ordinary trade and commerce.

**THE COMMODORE CORPORATION**

(CORPORATION)

By: *John H. Moore*

Signature

**CONTROLLER**

Title or Position

CLARION, PENNSYLVANIA.....

Office Address of Signatory (City and State)

Approved by Registrar -- 10-48

031007 700000 1000

**EXHIBIT J**

# FACT SHEET



## Involuntary Transfer of Ownership of a Vehicle by Court Order

### PURPOSE

This Fact Sheet outlines the procedures that must be followed when applying for a Certificate of Title involving the involuntary transfer of a vehicle's ownership. This procedure involves obtaining a court order and should be used only in those circumstances where it is impossible to transfer ownership of a vehicle by the use of a Certificate of Title or Vehicle Manufacturer's Certificate of Origin. Since every set of facts and surrounding circumstances will be unique, a person attempting to be declared owner of a vehicle where proper ownership documents are not available should seek the advice of a private attorney. **THE DEPARTMENT WILL NOT OFFER LEGAL ADVICE REGARDING THE INVOLUNTARY TRANSFER OF OWNERSHIP OF A VEHICLE.**

### PROCEDURES

1. A person attempting to obtain ownership of a vehicle must commence a proceeding with a court of competent jurisdiction setting forth the facts and circumstances of the case. The ownership of the vehicle will be determined by the court. Please note that a sample court order is provided on the reverse side of this fact sheet. **UNLESS THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION IS THE OWNER OF THE VEHICLE IN QUESTION, THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION IS NOT AN INTERESTED PARTY TO THIS COURT PROCEEDING. THEREFORE, THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION SHOULD NOT BE A NAMED PARTY IN THE PROCEEDING.**
2. A person attempting to be declared owner of a vehicle by court order must notify all persons with an interest in the vehicle of the pendency of the court proceeding. The notification must be sent by certified mail, return receipt requested, and must include the following:
  - (1) A specific description of the vehicle (i.e., year, make, model and VIN);
  - (2) The court of competent jurisdiction where an action will be or has been filed; and
  - (3) The time, date and place of any court proceeding.

**AT A MINIMUM, THE NOTICE MUST BE SENT TO THE PERSON(S) TO WHOM THE VEHICLE IS PRESENTLY TITLED AND REGISTERED AND EVERY LIENHOLDER THAT IS LISTED ON THE TITLE RECORD. PLEASE NOTE THAT IF A PERSON ATTEMPTING TO BE DECLARED OWNER OF A VEHICLE IS UNAWARE OF ANY PERSON WITH AN INTEREST IN THE VEHICLE, THE PERSON ATTEMPTING TO OBTAIN OWNERSHIP OF THE VEHICLE MAY OBTAIN A CERTIFIED COPY OF THE VEHICLE'S COMPUTER RECORD BY COMPLETING FORM DL-135 (REQUEST FOR VEHICLE INFORMATION), AND SUBMITTING FORM DL-135 TO THE DEPARTMENT ALONG WITH THE APPROPRIATE FEES.**

October 2006

- over -

3. In the event the notice sent to a person with an interest in the vehicle is returned as "Unclaimed," the person attempting to be declared owner of the vehicle must advertise a legal notice at least once in the county legal journal(s) and at least once per week for three consecutive weeks in the newspaper(s) of general circulation where any person known to claim an interest in the vehicle may be located and where the vehicle is located, if these two locations are different. Please refer to the *Pennsylvania Bar Association Lawyers Directory & Product Guide* to determine the appropriate legal journal. The advertisement should include the following:
  - (1) A specific description of the vehicle (i.e., year, make, model and VIN);
  - (2) The court of competent jurisdiction where an action will be or has been filed; and
  - (3) The time, date and place of any court proceeding.
4. When the above procedure is followed and the court of competent jurisdiction enters an order declaring an individual the rightful owner of the vehicle, the Department may issue a Certificate of Title to the person named in the court order upon receipt of the following:
  - (1) A certified copy of the court order entered declaring the individual owner of the vehicle;
  - (2) Form MV-1, "Application for Certificate of Title," and check or money order payable to the Commonwealth of Pennsylvania.
  - (3) Appropriate sales tax, title and registration fees.

Unless the petitioner is eligible to claim a Sales Tax Exemption, sales tax must be paid on the Fair Market Value of the vehicle as listed in a current edition of a Department-approved publication. Approved Department publications include the following: *N.A.D.A., The Automobile Red Book, The Black Book Official Used Car Guide, American Used Car Guide, and The Kelley Blue Book Used Car Guide.*

#### SAMPLE COURT ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after reasonable notice and an opportunity for hearing having been provided to all interested parties, the Court hereby awards ownership of one [year], [make], [model], bearing vehicle identification number \_\_\_\_\_ to [name of applicant], and the right, title and interest of any other person to said vehicle is hereby extinguished. The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a Certificate of Title. The Petitioner shall submit the appropriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the appropriate Certificate of Title for said vehicle.

BY THE COURT:

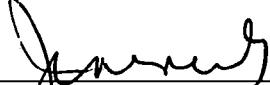
\_\_\_\_\_  
Judge

## VERIFICATION

Michele M. Bradford, Esquire/ Jenine R. Davey hereby states that she is the attorney for the Plaintiff in this action, that she is Authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion for Equitable Conversion to Real Property, to Confirm Sheriff's Sale, Nunc Pro Tunc and Transfer Title, and Brief in Support thereof 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.

PHELAN HALLINAN & SCHMIEG, LLP

Date: 3/10/09

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

PHELAN HALLINAN & SCHMIEG, LLP  
Michele M. Bradford, Esquire, I.D. No. 69849  
Jenine R. Davey, Esquire, I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEYS FOR PLAINTIFF

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

Plaintiff

: Court of Common Pleas  
: Civil Division  
: CLEARFIELD County

vs.

: No. 08-119-CD

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836

Defendants

**CERTIFICATION OF SERVICE**

TO THE PROTHONOTARY:

I hereby certify a true and correct copy of the foregoing Motion for Equitable Conversion and to Confirm Sheriff's Sale and Transfer Title, Nunc pro Tunc, and Brief in Support thereof, was served by certified and regular mail to the parties listed below on the date listed below.

Allen T. Smith  
Gina R. Smith A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836

Date: 3/16/09

PHELAN HALLINAN & SCHMIEG, LLP

By: Jenine

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Suntrust Mortgage, Inc. : Court of Common Pleas  
1001 Semmes Avenue :  
P.O. Box 27767 : Civil Division  
Richmond, VA 23224-7767 :  
Plaintiff : No. 08-119-CD

vs.

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836  
Defendants

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, upon consideration of Plaintiff's Motion for Equitable Conversion, Confirmation of Sheriff's Sale, Nunc Pro Tunc, and Transfer of Title and any response thereto, it is hereby:

ORDERED and DECREED that the dwelling at 712 Woolridge Road A/K/A Road Box 1 91 Woolridge Road, Frenchville, PA 16836, Township of Covington, with a tax parcel I.D. number of 505-000-00097, is equitably converted to real estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of the aforementioned property of July 11, 2008 is confirmed, nunc pro tunc;

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this order for recording; and

It is further ORDERED and DECREED that after reasonable notice and opportunity to be heard, the Court hereby awards ownership of one 2002 Commodore Mobile Home, bearing vehicle identification number CA39297AB to Fannie Mae and the right, title and interest of any other person to said vehicle is hereby extinguished. The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a certificate of title. The Petitioner shall submit the appropriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the appropriate certificate of title for said vehicle.

BY THE COURT:

---

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Suntrust Mortgage, Inc.  
1001 Semmes Avenue  
P.O. Box 27767  
Richmond, VA 23224-7767  
Plaintiff

: Court of Common Pleas  
: Civil Division  
: CLEARFIELD County  
vs.  
: No. 08-119-CD

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836

Defendants

RULE

AND NOW, this 12<sup>th</sup> day of March 2009, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion for Equitable Conversion, Confirmation of Sheriff's Sale, Nunc Pro Tunc, and Transfer of Title.

Rule Returnable on the 16<sup>th</sup> day of April 2009, at 9:30 in the Clearfield A.M

County Courthouse, Clearfield, Pennsylvania.

Hearing Room #3

BY THE COURT

*Judge J. Kinnerman*

FILED

01/10/2009  
MAR 12 2009

100

60

60

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAR 12 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/12/09

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 \_\_\_\_\_ Other \_\_\_\_\_

Special Instructions:

5  
FILED NO CC  
MARCH 13 2009  
MAR 13 2009

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
Michele M. Bradford, Esquire, I.D. No. 69849  
Jenine R. Davey, Esquire, I.D. No. 87077  
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

vs.

Allen T. Smith  
Gina R. Smith A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836

Defendants

ATTORNEYS FOR PLAINTIFF

: Court of Common Pleas  
: Civil Division  
: CLEARFIELD County  
: No. 08-119-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's March 12, 2009 Rule directing the Defendants to show cause as to why Plaintiff's Motion for Equitable Conversion, Confirmation of Sheriff's Sale, Nunc Pro Tunc, and Transfer of Title should not be granted was served upon the following individuals on the date indicated below.

ALLEN T. SMITH  
GINA R. SMITH A/K/A GINA P. SMITH  
712 WOOLRIDGE ROAD  
A/K/A ROAD 1 BOX  
91 WOOLRIDGE ROAD  
FRENCHVILLE, PA 16836

DATE: 3/17/09

By:

Phelan Hallinan & Schmieg, LLP  
  
Michele M. Bradford, Esquire  
Jenine R. Davey, Esquire

**FILED**

10:45 A.M. GL  
APR 16 2009

S William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty  
Pecarich  
GL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

Plaintiff

: Court of Common Pleas  
: Civil Division  
: No. 08-119-CD

vs.

Allen T. Smith  
Gina R. Smith  
A/K/A Gina P. Smith  
712 Woolridge Road  
A/K/A Road Box 1 91 Woolridge Road  
Frenchville, PA 16836

Defendants

ORDER

AND NOW, this 16<sup>th</sup> day of April, 2009, upon consideration of Plaintiff's Motion for Equitable Conversion, Confirmation of Sheriff's Sale, Nunc Pro Tunc, and Transfer of Title and any response thereto, it is hereby:

ORDERED and DECREED that the dwelling at 712 Woolridge Road A/K/A Road Box 1 91 Woolridge Road, Frenchville, PA 16836, Township of Covington, with a tax parcel I.D. number of 505-000-00097, is equitably converted to real estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of the aforementioned property of July 11, 2008 is confirmed, nunc pro tunc;

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this order for recording; and

It is further ORDERED and DECREED that after reasonable notice and opportunity to be heard, the Court hereby awards ownership of one 2002 Commodore Mobiie Home, bearing vehicle identification number CA39297AB to Fannie Mae and the right, title and interest of any other person to said vehicle is hereby extinguished. The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a certificate of title. The Petitioner shall submit the apprcpriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the appropriate certificate of title for said vehicle.

BY THE COURT:



J. L. Gummere  
J.