

08-703-CD

Wells Fagro vs James Stump et al

FILED *AMY pd.*  
*MT 11/17/08* *95.00*  
APR 17 2008 *LeCC Sheriff*

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
-MICHAEL E. CARLETON, ESQ., Id. No. 203009  
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JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 116604

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

NO. *08-703-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.**

**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:  
Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL  
THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

**COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.**

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

1. Plaintiff is

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

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

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

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

3. On 06/30/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1947, Page 302. By Assignment of Mortgage recorded 07/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1947, Page 313. 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 07/01/2007 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	\$40,265.72
Interest	\$2,638.13
06/01/2007 through 04/14/2008	
(Per Diem \$8.27)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$54.42
06/30/1998 to 04/14/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$44,758.27
Escrow	
Credit	\$0.00
Deficit	\$287.59
Subtotal	<u>\$287.59</u>
<b>TOTAL</b>	\$45,045.86

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 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,045.86, together with interest from 04/14/2008 at the rate of \$8.27 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: 

LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE

Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.

PREMISES BEING: SECTION 14A, LOT 371 TREASURE LAKE A/K/A 236 PORT AU  
PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.

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.



20009

Attorney for Plaintiff

DATE: 4/14/08

FILED NO cc  
M 10:56 AM  
SUN 04 2008 (GL)

William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

**WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE,  
INC., F/K/A NORWEST MORTGAGE,  
INC.**

**Plaintiff**

VS.

**JAMES H. STUMP  
TANYA L. STUMP**

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 08-703-CD  
:  
: CLEARFIELD COUNTY  
:  
:  
:  
:

**Defendant(s)**

**PRAECLPTE TO SUBSTITUTE VERIFICATION  
TO CIVIL ACTION COMPLAINT  
IN MORTGAGE FORECLOSURE**

## TO THE PROTHONOTARY:

Kindly substitute the attached verification for the verification originally filed with the complaint in the instant matter.

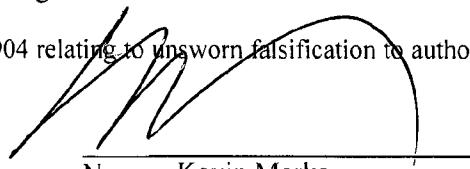
Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By: Francis S. Hallinan  
Francis S. Hallinan, Esquire

Date: 5/30/08

**VERIFICATION**

Kevin Marks hereby states that he/she is  
Vice President of Loan Documentation of WELLS FARGO BANK, N.A., servicing agent for Plaintiff  
in this matter, that he/she is authorized to take this Verification, and that the statements made in  
the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her  
knowledge, information and belief. The undersigned understands that this statement is made  
subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Name: Kevin Marks

DATE: 04/16/08

Title: Vice President of Loan Documentation

Company: WELLS FARGO BANK, N.A.

Loan: 6971718

File #: 116604

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

ATTORNEY FOR PLAINTIFF

**WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE,  
INC., F/K/A NORWEST MORTGAGE,  
INC.**

**Plaintiff**

**vs.**

**JAMES H. STUMP  
TANYA L. STUMP**

**Defendant(s)**

**CERTIFICATE OF SERVICE**

I hereby certify that a strue and correct copy of Plaintiff's Praecipe to attach Verification of Complaint was sent via first class mail to the following on the date listed below:

SECTION 14 LOT 371 TREASURER LAKE, A/K/A 236 PORT AU PRINCE  
ROAD  
DUBOIS, PA 15801

JAMES H. STUMP  
787 TREASURE LAKE  
DUBOIS, PA 15801

TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By: Francis S. Hallinan  
Francis S. Hallinan, Esquire

Date: 5/30

(A)

**FILED** 1CC  
07/31/08  
JUN 09 2008 *Atty Dwyer*  
1CC  
William A. Shaw *Sheriff*  
Prothonotary/Clerk of Courts (w/out memo)  
*610*

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

Wells Fargo Bank, NA, s/b/m Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc. 3476 Stateview Boulevard Fort Mill, SC 29715	:	Court of Common Pleas
Plaintiff	:	Civil Division
 vs.		
James Stump Tanya Stump Section 14 Lot 371 Treasurer Lake a/k/a 236 Port Au Prince Road DuBois, PA 15801	:	Clearfield County
Defendants	:	No. 08-CD-0703

**ORDER**

AND NOW, this 6 day of June, 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**

**JUN 09 2008**

**William A. Shaw  
Prothonotary/Clerk of Courts**

DATE: 6/9/08

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  Other

Special Instructions:

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 6 Services

Sheriff Docket # **104060**

WELLS FARGO BANK, N.A. S/B/M

Case # 08-703-CD

VS.

JAMES H. STUMP & TANYA L. STUMP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 11, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES H. STUMP, DEFENDANT. 787 TREASURE LAKE, DUBOIS, PA. "VACANT".

SERVED BY: /

**FILED**  
03:57AM  
JUN 11 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 6 Services

Sheriff Docket # **104060**

WELLS FARGO BANK, N.A. S/B/M

Case # 08-703-CD

VS.

JAMES H. STUMP & TANYA L. STUMP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

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SERVED BY: /

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

DOCKET # 104060  
NO. 08-703-CD  
SERVICE # 3 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. S/B/M  
VS.  
DEFENDANT: JAMES H. STUMP & TANYA L. STUMP

**SHERIFF RETURN**

---

NOW, April 21, 2008 AT 11:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES H. STUMP DEFENDANT AT 216 EAST WEBER AVE., APT B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TANYA STUMP, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

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

DOCKET # 104060  
NO: 08-703-CD  
SERVICE # 4 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. S/B/M  
VS.  
DEFENDANT: JAMES H. STUMP & TANYA L. STUMP

**SHERIFF RETURN**

---

NOW, April 21, 2008 AT 11:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TANYA L. STUMP DEFENDANT AT 216 EAST WEBER AVE., APT B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TANYA STUMP, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 5 of 6 Services

Sheriff Docket # **104060**

WELLS FARGO BANK, N.A. S/B/M

Case # 08-703-CD

VS.

JAMES H. STUMP & TANYA L. STUMP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 11, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES H. STUMP, DEFENDANT. SEC 14A LOT 371 TLaka236 PORT AU PRINCE RD -VACANT.

SERVED BY: /

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 6 of 6 Services

Sheriff Docket # **104060**

WELLS FARGO BANK, N.A. S/B/M

Case # 08-703-CD

VS.

JAMES H. STUMP & TANYA L. STUMP

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 11, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TANYA L. STUMP, DEFENDANT. SEC 14A LOT 371 TLaka236 PORT AU PRINCE RD-VACANT.

SE. /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104060  
NO. 08-703-CD  
SERVICES 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. S/B/M  
VS.  
DEFENDANT: JAMES H. STUMP & TANYA L. STUMP

**SHERIFF RETURN**

---

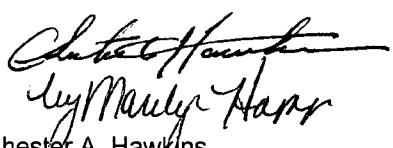
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	686213	60.00
SHERIFF HAWKINS	PHELAN	686213	40.00

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

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

APR 17 2008

Attest.



William L. Chen  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-CD

CLEARFIELD COUNTY

v.  
JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

Defendants

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

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

## NOTICE

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

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

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

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

Notice to Defend:  
Daniel J. Nelson, 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  
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PLAINTIFF WILL OBTAIN AND PROVIDE  
DEFENDANT(S) WITH WRITTEN VERIFICATION  
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED  
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN  
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,  
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)  
THE NAME AND ADDRESS OF THE ORIGINAL  
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL  
THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

**COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.**

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

1. Plaintiff is

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

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

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

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

3. On 06/30/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1947, Page 302. By Assignment of Mortgage recorded 07/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1947, Page 313. 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 07/01/2007 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	\$40,265.72
Interest	\$2,638.13
06/01/2007 through 04/14/2008	
(Per Diem \$8.27)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$54.42
06/30/1998 to 04/14/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$44,758.27
Escrow	
Credit	\$0.00
Deficit	\$287.59
Subtotal	<u>\$287.59</u>
<b>TOTAL</b>	<b>\$45,045.86</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 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,045.86, together with interest from 04/14/2008 at the rate of \$8.27 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: 

LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
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JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.

PREMISES BEING: SECTION 14A, LOT 371 TREASURE LAKE A/K/A 236 PORT AU PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.

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.



203009

Attorney for Plaintiff

DATE: 4/14/08

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

APR 17 2008

Attest.



William L. Brown  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 116604

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-CD

CLEARFIELD COUNTY

Plaintiff  
v.  
JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

Defendants

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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

**NOTICE**

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

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

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

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

Notice to Defend:  
Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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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  
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CREDITOR, IF DIFFERENT FROM ABOVE.**

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TANYA L. STUMP  
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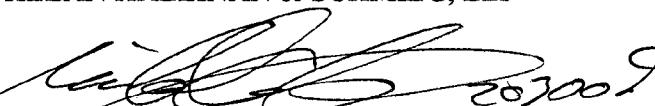
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ANDREW SPIVACK, ESQUIRE  
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PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

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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.

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203009

Attorney for Plaintiff

DATE: 4/14/08

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APR 17 2008

Attest.

*William J. Schaeffer*  
Prothonotary/  
Clerk of Courts

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(215) 563-7000 116604

ATTORNEY FOR PLAINTIFF

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-CD

CLEARFIELD COUNTY

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v.  
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TANYA L. STUMP  
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Defendants

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the  
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FORT MILL, SC 29715

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

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

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,045.86, together with interest from 04/14/2008 at the rate of \$8.27 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: 

LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office Office in Miscellaneous Docket Map File No. 25.

**EXCEPTING AND RESERVING** therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.

PREMISES BEING: SECTION 14A, LOT 371 TREASURE LAKE A/K/A 236 PORT AU PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.

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.



203009

Attorney for Plaintiff

DATE: 4/14/08

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

APR 17 2008

Attest.

*William L. Jones*  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 116604

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-CD

CLEARFIELD COUNTY

v.  
JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

Defendants

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

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

**NOTICE**

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

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

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

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

Notice to Defend:  
Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL  
THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

**COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.**

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

1. Plaintiff is

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

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

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

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

3. On 06/30/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1947, Page 302. By Assignment of Mortgage recorded 07/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1947, Page 313. 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 07/01/2007 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	\$40,265.72
Interest	\$2,638.13
06/01/2007 through 04/14/2008	
(Per Diem \$8.27)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$54.42
06/30/1998 to 04/14/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$44,758.27
Escrow	
Credit	\$0.00
Deficit	\$287.59
Subtotal	<u>\$287.59</u>
<b>TOTAL</b>	<b>\$45,045.86</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 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,045.86, together with interest from 04/14/2008 at the rate of \$8.27 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: 

LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE

Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.

PREMISES BEING: SECTION 14A, LOT 371 TREASURE LAKE A/K/A 236 PORT AU  
PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.

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.



2009  
Attorney for Plaintiff

DATE: 4/14/08

**FILED**

JUN 18 2008

6/10/35/

William A. Shaw

Prothonotary/Clerk of Courts

(G)

Levitt to Attn

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

Wells Fargo Bank, NA, s/b/m Wells Fargo Home  
Mortgage, Inc., f/k/a Norwest Mortgage, Inc.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff

vs.

James Stump  
Tanya Stump  
Section 14 Lot 371 Treasurer Lake  
a/k/a 236 Port Au Prince Road  
DuBois, PA 15801  
Defendants

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

No. 08-CD-0703

**CERTIFICATE OF SERVICE**

I hereby certify that true and correct copies of the Order granting Plaintiff's Motion to Direct Sheriff to File Affidavit of Service 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)

James Stump  
Tanya Stump  
Section 14 Lot 371 Treasurer Lake  
a/k/a 236 Port Au Prince Road  
DuBois, PA 15801

James Stump  
Tanya Stump  
216 East Weber Avenue  
Apartment B  
DuBois, PA 15801

James Stump  
Tanya Stump  
787 Treasure Lake  
DuBois, PA 15801

6/16/08

Date

PHELAN HALLINAN & SCHMIEG, LLP



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

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

FILED

in 2:00p.m. GK  
JUL 08 2008

1CC Atty  
1 Statement to Atty  
1 CC & NOTICE TO  
William A. Shaw JAMES STUMP,  
Prothonotary/Clerk of Courts TANYA STUMP.  
Atty Paid 20.00

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

Plaintiff, :  
v. :  
: NO. 08-703-CD

JAMES H. STUMP :  
216 EAST WEBER AVENUE, APT. B :  
DU BOIS, PA 15801 :  
:

TANYA L. STUMP :  
216 EAST WEBER AVENUE, APT. B :  
DU BOIS, PA 15801 :  
:

**Defendant(s).**

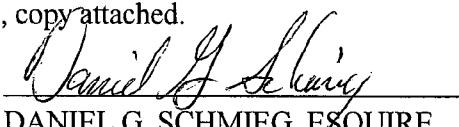
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JAMES H. STUMP and TANYA L. STUMP, 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:

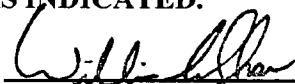
As set forth in the Complaint	\$ 45,045.86
Interest - 04/15/2008 - 07/02/2008	\$653.33
<b>TOTAL</b>	<b><u>\$ 45,699.19</u></b>

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: 7-8-2008

  
PRO PROTHY

6K

116604

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

WELLS FARGO BANK, N.A., S/B/M WELLS

FARGO HOME MORTGAGE, INC., F/K/A

NORWEST MORTGAGE, INC.

3476 STATEVIEW BOULEVARD

FORT MILL, SC 29715

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

: CIVIL DIVISION

Plaintiff,

v.

: NO. 08-703-CD

JAMES H. STUMP

216 EAST WEBER AVENUE, APT. B

DU BOIS, PA 15801

TANYA L. STUMP

216 EAST WEBER AVENUE, APT. B

DU BOIS, PA 15801

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 JAMES H. STUMP is over 18 years of age and resides at 216 EAST WEBER AVENUE, APT. B, DU BOIS, PA 15801.

(c) that defendant TANYA L. STUMP is over 18 years of age, and resides at 216 EAST WEBER AVENUE, APT. B, DU BOIS, PA 15801.

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

  
DANIEL G. SCHMIEG, ESQUIRE

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

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO : COURT OF COMMON PLEAS  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC. : CIVIL DIVISION  
Plaintiff : CLEARFIELD COUNTY  
Vs. : NO. 08-703-CD  
JAMES H. STUMP  
TANYA L. STUMP  
Defendants

**FILE COPY**

**TO: JAMES H. STUMP  
216 EAST WEBER AVENUE, APT. B  
DU BOIS, PA 15801**

**DATE OF NOTICE: MAY 30, 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**

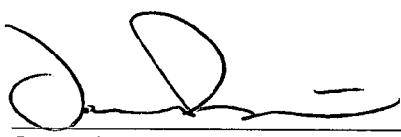
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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



Jason Ricco, Legal Assistant

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO : COURT OF COMMON PLEAS  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC. : CIVIL DIVISION  
Plaintiff : CLEARFIELD COUNTY  
Vs. : NO. 08-703-CD

JAMES H. STUMP  
TANYA L. STUMP  
Defendants

FILE COPY

TO: TANYA L. STUMP  
216 EAST WEBER AVENUE, APT. B  
DU BOIS, PA 15801

DATE OF NOTICE: MAY 30, 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.

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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



Jason Ricco, Legal Assistant

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO : COURT OF COMMON PLEAS  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC. : CIVIL DIVISION  
Plaintiff : CLEARFIELD COUNTY  
Vs. : NO. 08-703-CD  
JAMES H. STUMP  
TANYA L. STUMP  
Defendants

FILE COPY

TO: JAMES H. STUMP  
SECTION 14 LOT 371 TREASURE LAKE A/K/A 236 PORT AU PRINCE ROAD  
DU BOIS, PA 15801

DATE OF NOTICE: MAY 30, 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  
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100 SOUTH STREET  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

  
Jason Ricco, Legal Assistant

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO : COURT OF COMMON PLEAS  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC. : CIVIL DIVISION  
Plaintiff : CLEARFIELD COUNTY  
Vs. : NO. 08-703-CD

JAMES H. STUMP  
TANYA L. STUMP  
Defendants

FILE COPY

TO: TANYA L. STUMP  
SECTION 14 LOT 371 TREASURE LAKE, A/K/A 236 PORT AU PRINCE ROAD  
DU BOIS, PA 15801

DATE OF NOTICE: MAY 30, 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**

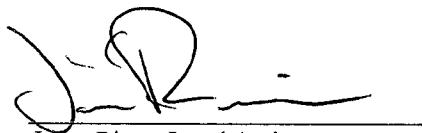
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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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



Jason Ricco, Legal Assistant

**(Rule of Civil Procedure No. 236 - Revised**

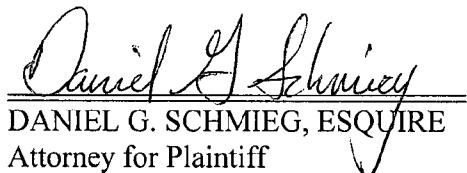
IN THE COURT OF COMMON PLEAS  
CLEARFIELD PENNSYLVANIA

**WELLS FARGO BANK, N.A., S/B/M WELLS** :  
**FARGO HOME MORTGAGE, INC., F/K/A** :  
**NORWEST MORTGAGE, INC.** : **CLEARFIELD COUNTY**  
**3476 STATEVIEW BOULEVARD** : **COURT OF COMMON PLEAS**  
**FORT MILL, SC 29715** :  
**Plaintiff,** : **CIVIL DIVISION**  
v. : **NO. 08-703-CD**  
: :  
**JAMES H. STUMP** :  
**TANYA L. STUMP** :  
**216 EAST WEBER AVENUE, APT. B** :  
**DU BOIS, PA 15801** :  
**Defendant(s).** :

Notice is given that a Judgment in the above captioned matter has been entered against you  
on July 8, 2008

  
William J. Schmieg, DEPUTY

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

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

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

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

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

Wells Fargo Bank, N.A.  
Wells Fargo Home Mortgage Inc.  
Norwest Mortgage Inc.  
Plaintiff(s)

No.: 2008-00703-CD

Real Debt: \$45,699.19

*COPY*

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James H. Stump  
Tanya L. Stump  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 8, 2008

Expires: July 8, 2013

Certified from the record this July 8, 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)**  
**Pa.R.C.P. 3180-3183**

WELLS FARGO BANK, N.A.,  
S/B/M. WELLS FARGO HOME  
MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.

vs.

JAMES H. STUMP.  
TANYA L. STUMP.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 08-703-CD

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$45,699.19
Interest from 07/03/2008 to Sale	\$ _____
Per diem \$7.62	
Add'l Costs	\$7,452.50
Writ Total	\$ _____

Prothonotary costs 135.00

*Daniel G. Schmieg*

DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Note: Please attach description of Property.

116604

**FILED** Atty pd. 20.00  
M 10.35/871  
OCT 06 2008 1CC q6 wnts  
w/prop. desc to Sheriff

5 William A. Shaw  
Prothonotary/Clerk of Courts

*(60)*

No. 08-703-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

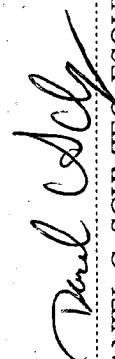
WELLS FARGO BANK, N.A., S/B/M WELLS FARGO  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC.

vs.

JAMES H. STUMP  
TANYA L. STUMP

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:



DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: JAMES H. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801  
TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

**FILED**

**OCT 06 2008**

**William A. Shaw  
Prothonotary/Clerk of Courts**

## **LEGAL DESCRIPTION**

**ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.**

**BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.**

**The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.**

**TITLE TO SAID PREMISES IS VESTED IN James H. Stump and Tanya L. Stump, h/w, by Deed from Michael A. Buerk and Elizabeth M. Buerk, h/w, dated 06/30/1998, recorded 07/02/1998, in Deed Book 1947, page 298.**

**Premises being: SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801**

**Tax Parcel No. 128-C02-14A-00371-21**

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

WELLS FARGO BANK, N.A., S/B/M WELLS  
FARGO HOME MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 08-703-CD

Plaintiff,

v.

JAMES H. STUMP  
TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

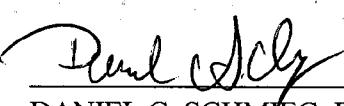
Defendant(s).

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.A. §4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

**WELLS FARGO BANK, N.A., S/B/M WELLS  
FARGO HOME MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715**

Plaintiff,  
v.

**JAMES H. STUMP  
TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801**

:  
:  
: **CLEARFIELD COUNTY**  
: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 08-703-CD**  
:  
:

Defendant(s).

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST 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 SECTION 14 LOT 371 TREASURER LAKE A/K/A 236  
PORT AU PRINCE ROAD , DUBOIS, PA 15801.**

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

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

<b>JAMES H. STUMP</b>	<b>216 EAST WEBER AVENUE APT. B DU BOIS, PA 15801</b>
-----------------------	---

<b>TANYA L. STUMP</b>	<b>216 EAST WEBER AVENUE APT. B DU BOIS, PA 15801</b>
-----------------------	---

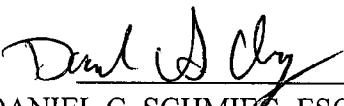
2. Name and address of Defendant(s) in the judgment:

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

<b>Same as Above</b>	
----------------------	--

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.A §4904 relating to unsworn falsification to authorities.

OCTOBER 2, 2008  
Date

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

**WELLS FARGO BANK, N.A., S/B/M WELLS  
FARGO HOME MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

## CIVIL DIVISION

NO. 08-703-CD

**JAMES H. STUMP  
TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801**

**Defendant(s).**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST 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 SECTION 14 LOT 371 TREASURER LAKE A/K/A 236  
PORT AU PRINCE ROAD , DUBOIS, PA 15801.**

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.)

## DuBois Regional Medical Center

P.O Box 447  
DuBois, PA 15801

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.)

**Beneficial Consumer Discount  
Company, d/b/a, Beneficial Mortgage  
Company of Pennsylvania**

**857 East Main Street  
Clarion, PA 16214**

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

**None**

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

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

**SECTION 14 LOT 371 TREASURER LAKE  
A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801**

**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  
1061 Liberty Avenue  
Pittsburgh, PA 15222**

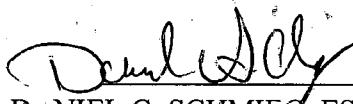
**Department of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program**

**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.A. §4904 relating to unsworn falsification to authorities.

OCTOBER 2, 2008

Date

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

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

WELLS FARGO BANK, N.A.,  
S/B/M. WELLS FARGO HOME  
MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.

vs.

JAMES H. STUMP.

TANYA L. STUMP.

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_

No. 08-703-CD

No. \_\_\_\_\_

WRIT OF EXECUTION  
(Mortgage Foreclosure)

PREMISES: SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD, DUBOIS,  
PA 15801

(See Legal Description attached)

Amount Due	\$45,699.19
Interest from 07/03/2008 to Sale	\$ _____
Per diem \$7.62	
Add'l Costs	\$7,452.50
Writ Total	\$

Prothonotary costs 135.00

*Willie L. Shaffer*

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 10/6/08  
(SEAL)

116604

No. 08-703-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC.

vs.

JAMES H. STUMP  
TANYA L. STUMP

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Real Debt	Costs
	\$45,699.19
Costs	_____
Prothy Pd.	<u>135.00</u>

Int. from 07/03/2008  
To Date of Sale (\$7.62 per diem)

Sheriff

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: JAMES H. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

## **LEGAL DESCRIPTION**

**ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.**

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- 4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.**

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**TITLE TO SAID PREMISES IS VESTED IN James H. Stump and Tanya L. Stump, h/w, by Deed from Michael A. Buerk and Elizabeth M. Buerk, h/w, dated 06/30/1998, recorded 07/02/1998, in Deed Book 1947, page 298.**

**Premises being: SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801**

**Tax Parcel No. 128-C02-14A-00371-21**

S FILED NOcc  
M 11:38 AM  
NOV 26 2008  
B60 William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M WELLS	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC., F/K/A	:	
NORWEST MORTGAGE, INC.	:	Civil Division
Plaintiff	:	
	:	CLEARFIELD County
v.	:	
	:	No. 08-703-CD
JAMES H. STUMP	:	
TANYA L. STUMP	:	
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 April 17, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on July 8, 2008 in the amount of \$45,699.19. 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 January 9, 2009.

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	\$40,265.72
Interest Through January 9, 2009	\$4,847.73
Per Diem \$8.27	
Late Charges	\$54.42
Legal fees	\$2,300.00
Cost of Suit and Title	\$2,027.50
Sheriff's Sale Costs	\$2,500.00
Property Inspections/ Property Preservation	\$45.00
Appraisal/Brokers Price Opinion	\$95.00
Mortgage Insurance Premium /	\$47.67
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrew Deficit	\$1,836.38
<hr/>	
<b>TOTAL</b>	<b>\$54,019.42</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: 11/25/08

By:

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

# **Exhibit “A”**

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

116604

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

Plaintiff

v.

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

Defendants

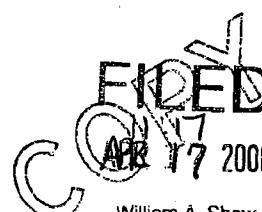
COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-CD

CLEARFIELD COUNTY



CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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

File #: 116604

**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:  
Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL  
THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

**COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.**

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

1. Plaintiff is

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

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

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DU BOIS, PA 15801

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

3. On 06/30/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1947, Page 302. By Assignment of Mortgage recorded 07/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1947, Page 313. 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 07/01/2007 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	\$40,265.72
Interest	\$2,638.13
06/01/2007 through 04/14/2008	
(Per Diem \$8.27)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$54.42
06/30/1998 to 04/14/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$44,758.27
Escrow	
Credit	\$0.00
Deficit	\$287.59
Subtotal	<u>\$287.59</u>
<b>TOTAL</b>	\$45,045.86

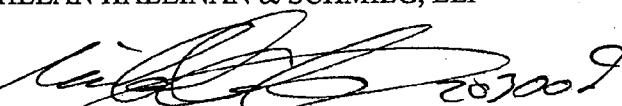
7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's 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 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,045.86, together with interest from 04/14/2008 at the rate of \$8.27 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: 

LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
Attorneys for Plaintiff

## **LEGAL DESCRIPTION**

ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 475; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.

PREMISES BEING: SECTION 14A, LOT 371 TREASURE LAKE A/K/A 236 PORT AU  
PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, cr., or about the property described in this Deed.

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.



20009

Attorney for Plaintiff

DATE: 4/14/08

# **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

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

JUL 08 2008

Attest.

*William Schaefer*  
Prothonotary/  
Clerk of Courts

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

Plaintiff, : CIVIL DIVISION  
v. : NO. 08-703-CD

JAMES H. STUMP :  
216 EAST WEBER AVENUE, APT. B :  
DU BOIS, PA 15801 :  
:

TANYA L. STUMP :  
216 EAST WEBER AVENUE, APT. B :  
DU BOIS, PA 15801 :  
:

Defendant(s).

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against JAMES H. STUMP and TANYA L. STUMP, 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	\$ 45,045.86
Interest - 04/15/2008 - 07/02/2008	\$653.33
<b>TOTAL</b>	<b><u>\$ 45,699.19</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. Schaefer*  
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 7-8-08

*William Schaefer*

PRO PROTHY

116604

**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: 11/25/08

By:

Rhegan 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

WELLS FARGO BANK, N.A., S/B/M WELLS	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC., F/K/A	:	Civil Division
NORWEST MORTGAGE, INC.	:	CLEARFIELD County
Plaintiff	:	No. 08-703-CD
v.	:	
JAMES H. STUMP	:	
TANYA L. STUMP	:	

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.

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DUBOIS, PA 15801

JAMES H. STUMP  
TANYA L. STUMP  
SECTION 14 LOT 371 TREASURER LAKE  
A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801

JAMES H. STUMP  
216 EAST WEBER AVENUE, APT B  
DU BOIS, PA 15801

DATE: 11/25/08

By:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M WELLS : Court of Common Pleas  
FARGO HOME MORTGAGE, INC., F/K/A :  
NORWEST MORTGAGE, INC. : Civil Division  
Plaintiff :  
: CLEARFIELD County  
v. :  
: No. 08-703-CD

JAMES H. STUMP  
TANYA L. STUMP

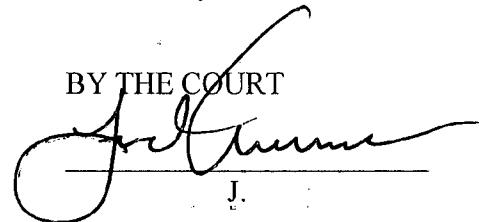
Defendants

RULE

AND NOW, this 1<sup>ST</sup> day of December 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 18<sup>th</sup> day of December 2008, at 2:30 p.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



116604

FILED  
04-00301  
DEC 01 2008  
Amy Bradford  
cc  
G.W.

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 12/1/08

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**

DEC 01 2008

William A. Shaw  
Prothonotary/Clerk of Courts

## PLAINTIFF

**AFFIDAVIT OF SERVICE**  
**WELLS FARGO BANK, N.A., S/B/M WELLS**  
**FARGO HOME MORTGAGE, INC., F/K/A**  
**NORWEST MORTGAGE, INC.**

CLEARFIELD County  
 No. 08-703-CD  
 Our File #: 116604

**FILED**

DEC 09 2008

M/11/05  
 William A. Shaw  
 Prothonotary/Clerk of Courts

## Type of Action

- Notice of Sheriff's Sale

Sale Date: JANUARY 9, 2009

COPY TO SHMIEG  
 (610)

DEFENDANT(S) **JAMES H. STUMP**  
**TANYA L. STUMP**

Please serve upon: **TANYA L. STUMP**

SERVE AT: **2030 SMITH RD**  
**SHELOCTA, PA 15774-2412**

## SERVED

Served and made known to Tanya L. Stump, Defendant, on the 25<sup>th</sup> day of November, 2008, at 5:53 o'clock p.m., at 2030 Smith Rd., Shelocta, Pa. 15774.

Commonwealth of Pennsylvania, in the manner described below:

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

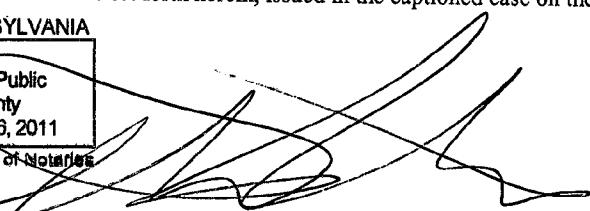
Description: Age 32 Height 5'4" Weight 110 Race W Sex F Other

I, Thomas P. Chathams, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

## COMMONWEALTH OF PENNSYLVANIA

Notarial Seal	
Marilyn A. Campbell, Notary Public	
City Of Altoona, Blair County	
My Commission Expires Dec. 6, 2011	
Member, Pennsylvania Association of Notaries	

Sworn to and subscribed

before me this 26<sup>th</sup> dayof November, 2008By: 

## NOT SERVED

\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\*

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ o'clock p.m., Defendant NOT FOUND because: Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant \_\_\_\_\_

1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 3rd

attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_.

Other: \_\_\_\_\_

Sworn to and subscribed

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 200\_\_\_\_.

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814 (215) 563-7000

### AFFIDAVIT OF SERVICE

PLAINTIFF	WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC.	CLEARFIELD County No. 08-703-CD Our File #: 116604
DEFENDANT(S)	JAMES H. STUMP TANYA L. STUMP	Type of Action - Notice of Sheriff's Sale
Please serve upon:	JAMES H. STUMP	Sale Date: JANUARY 9, 2009
SERVE AT:	2030 SMITH RD SHELOCTA, PA 15774-2412	SERVED

Served and made known to James H. Stump, Defendant, on the 25<sup>th</sup> day of November, 2008, at 5:53, o'clock P.m., at 2030 Smith Rd., Shelota, Pa. 15774,

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.  
 Adult family member with whom Defendant(s) reside(s). Relationship is Spouse - Tanya  
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.  
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
 Agent or person in charge of Defendant(s)'s office or usual place of business.  
 an officer of said Defendant(s)'s company.  
 Other: \_\_\_\_\_

Description: Age 32 Height 5'4" Weight 110 Race W Sex F Other

I, Thomas P. Chathams, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 21<sup>st</sup> day of November, 2008  
Notary: Marilyn A. Campbell  
My Commission Expires Dec. 6, 2011  
Member, Pennsylvania Association of Notaries

NOT SERVED

\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\*

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., Defendant NOT FOUND because:

\_\_\_\_\_ Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant  
1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 3rd  
attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_.  
Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_\_.  
Notary:

By:

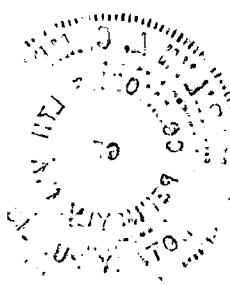
Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814 (215) 563-7000

**FILED**

**DEC 09 2009**

*William A. Shaw  
Prothonotary/Clerk of Courts*



3  
FILED ICC PAH  
m 11835 cm  
DEC 12 2008  
Bradford

William A. Shaw  
Prothonotary/Clerk of Courts

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

WELLS FARGO BANK, N.A., S/B/M WELLS  
FARGO HOME MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.  
Plaintiff

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No. 08-703-CD

v.

JAMES H. STUMP  
TANYA L. STUMP

Defendants

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's December 1, 2008 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DUBOIS, PA 15801

JAMES H. STUMP  
TANYA L. STUMP  
SECTION 14 LOT 371 TREASURER LAKE  
A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801

JAMES H. STUMP  
216 EAST WEBER AVENUE  
APT B  
DU BOIS, PA 15801

DATE: 12/10/08

By:

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

**FILED**

**DEC 12 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED 100 Atty Lhota  
01/21/08 (for Phelan, Hallinan &  
DEC 18 2008 Schmieg-who will serve)

William A. Shaw  
Prothonotary/Clerk of Courts

60

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC. : Court of Common Pleas  
Plaintiff : Civil Division  
: CLEARFIELD County  
v. : No. 08-703-CD

JAMES H. STUMP  
TANYA L. STUMP

Defendants

ORDER

AND NOW, this 18 day of December, 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	\$40,265.72
Interest Through January 9, 2009	\$4,847.73
Per Diem \$8.27	
Late Charges	\$54.42
Legal fees	\$2,300.00
Cost of Suit and Title	\$2,027.50
Sheriff's Sale Costs	\$2,500.00
Property Inspections/ Property Preservation	\$45.00
Appraisal/Brokers Price Opinion	\$95.00
Mortgage Insurance Premium /	\$47.67
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$1,836.38</u>

<b>TOTAL</b>	<b>\$54,019.42</b>
--------------	--------------------

Plus interest from January 9, 2009 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.

116604

WELLS FARGO BANK, N.A., S/B/M WELLS  
FARGO HOME MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.  
3476 STATEVIEW BOULEVARD  
FORT MILL, SC 29715

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

: CIVIL DIVISION

Plaintiff,  
v.

: NO. 08-703-CD

**FILED**

DEC 19 2008

2008-11-19 10:56 AM

William A. Shaw  
Prothonotary/Clerk of Courts

1 Went to App

JAMES H. STUMP  
TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

Defendant(s).

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

**WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST 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 **SECTION 14 LOT 371 TREASURER LAKE A/K/A 236  
PORT AU PRINCE ROAD , DUBOIS, PA 15801**.

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.)

**DuBois Regional Medical Center** P.O Box 447  
DuBois, PA 15801

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.)

**Beneficial Consumer Discount  
Company, d/b/a, Beneficial Mortgage  
Company of Pennsylvania** 857 East Main Street  
Clarion, PA 16214

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:

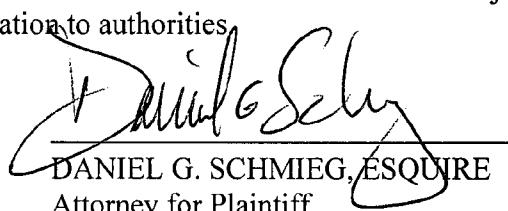
NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
<b>Treasure Lake Property Owners' Association, Inc.</b>	<b>13 Treasure Lake Dubois, PA 15801</b>

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.)
<b>TENANT/OCCUPANT</b>	<b>SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD DUBOIS, PA 15801</b>
<b>DOMESTIC RELATIONS CLEARFIELD COUNTY</b>	<b>CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830</b>
<b>COMMONWEALTH OF PENNSYLVANIA</b>	<b>DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105</b>
<b>Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division</b>	<b>6<sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128</b>
<b>Internal Revenue Service Federated Investors Tower</b>	<b>13<sup>TH</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222</b>
<b>Department of Public Welfare TPL Casualty Unit Estate Recovery Program</b>	<b>P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105</b>

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.A. §4904 relating to unsworn falsification to authorities.

December 5, 2008  
Date

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

FILED

DEC

William J. Conroy  
Prothonotary

WELLS FARGO BANK, N.A., S/B/M  
WELLS FARGO HOME MORTGAGE, INC.,  
F/K/A NORWEST MORTGAGE, INC.

vs.

JAMES H. STUMP  
TANYA L. STUMP

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
:  
: NO. 08-703-CD  
:

**FILED**

DEC 19 2008

M/11/08/ ✓  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C (60)

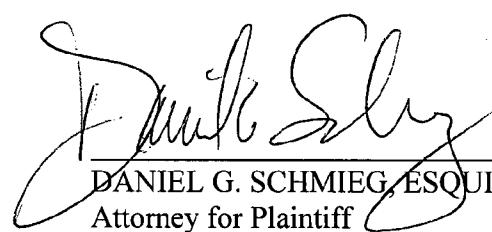
**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

SS:

I, DANIEL G. SCHMIEG, ESQUIRE attorney for **WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC.** hereby verify that true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto.

DATE: December 17, 2008

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

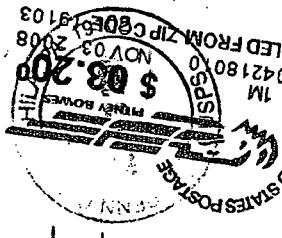
Name and  
Address  
of Sender

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



CQS

Line	Article Number	Name of Addressee, Street, and Post Office Address	Fee
1		TENANT/OCCUPANT SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD DUBOIS, PA 15801	
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> Flr 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		Beneficial Consumer Discount Company, d/b/a, Beneficial Mortgage Company of Pennsylvania 857 East Main Street Clarion, PA 16214	
8		DuBois Regional Medical Center P.O Box 447 DuBois, PA 15801	
9			
10			
11		Re: JAMES H. STUMP 116604 TEAM 3 BSD	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employer)



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 \$300. 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.

Name and  
Address  
of Sender

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

CQS PHEI ANHAI INN & SCHEMTEC

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		<b>Beneficial Consumer Discount Company, d/b/a, Beneficial Mortgage Company of Pennsylvania</b> 857 East Main Street Clarion, PA 16214		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11		<b>Re: JAMES H. STUMP</b>	<b>116604 TEAM 3 BSD</b>	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage.

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

→

TEAM 5

Line	Article Number	Name of Addressee, Street, and Post Office Address
1		Treasure Lake Property Owners' Association, Inc. 13 Treasure Lake Dubois, PA 15801
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		<i>Re: JAMES H. STUMP</i>
		116604 TEAM 3 BSD KXO

Total Number of  
Pieces Listed by Sender

Total Number of  
Pieces Received at Post Office

Postmaster, Per (Name of Receiving  
Employee)

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

TEAM 5

William A. Shaw  
Prothonotary/Clerk of Courts

DEC 19 2009

**FILED**

FILED  
in 111B a/c GL  
DEC 26 2008

6  
William A. Shaw  
Prothonotary/Clerk of Courts

No cc  
6/6

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

WELLS FARGO BANK, N.A., S/B/M WELLS	:	Court of Common Pleas
FARGO HOME MORTGAGE, INC., F/K/A	:	
NORWEST MORTGAGE, INC.	:	Civil Division
Plaintiff	:	
v.	:	CLEARFIELD County
JAMES H. STUMP	:	No. 08-703-CD
TANYA L. STUMP	:	
Defendants		

#### CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court Order dated December 18, 2008 was served upon the following individuals on the date indicated below.

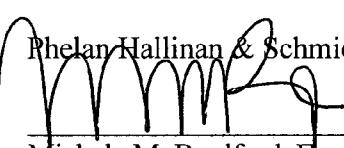
JAMES H. STUMP  
TANYA L. STUMP  
787 TREASURE LAKE  
DUBOIS, PA 15801

JAMES H. STUMP  
TANYA L. STUMP  
SECTION 14 LOT 371 TREASURER LAKE  
A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801

JAMES H. STUMP  
216 EAST WEBER AVENUE  
APT B  
DU BOIS, PA 15801

DATE: 12/24/08

By

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20862  
NO: 08-703-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTAGE, INC., F/K/A NORWEST MORTGAGE, INC.

vs.

DEFENDANT: JAMES H. STUMP AND TANYA L. STUMP

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/6/2008

LEVY TAKEN 11/3/2008 @ 2:20 PM

POSTED 11/3/2008 @ 2:20 PM

SALE HELD 1/9/2009

SOLD TO WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTAGE, INC., F/K/A NORWEST MORTGAGE, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 1/16/2009

DATE DEED FILED 1/16/2009

PROPERTY ADDRESS SEC. 14, LOT 371 TREASURE LAKE A/K/A 236 PORT AU PRINCE ROAD DUBOIS , PA 15801

SERVICES

@ SERVED JAMES H. STUMP

DEPUTIES UNABLE TO SERVE JAMES H. STUMP, DEFENDANT AT 216 EAST WEBER AVENUE, APT. B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA DEFENDANT MOVED, HOUSE VACANT.

@ SERVED TANYA L. STUMP

DEPUTIES UNABLE TO SERVE TANYA L. STUMP, DEFENDANT AT 216 EAST WEBER AVENUE, APT B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA DEFENDANT MOVED,HOUSE VACANT.

11/18/2008 @ SERVED JAMES H. STUMP

SERVED JAMES H. STUMP, DEFENDANT, BY REG & CERT MAIL TO 2030 SMITH ROAD, SHELOCTA, PENNSYLVANIA CERT #70060810000145074517. SIGNED FOR BY TANYA STUMP, CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

11/18/2008 @ SERVED TANYA L. STUMP

SERVED JAMES H. STUMP, DEFENDANT, BY REG & CERT MAIL TO 2030 SMITH ROAD, SHELOCTA, PENNSYLVANIA CERT #70060810000145074524. SIGNED FOR BY TANYA STUMP

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

5  
FILED  
01/12/2009  
JAN 16 2009  
LAW  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20862

NO: 08-703-CD

PLAINTIFF: WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTAGE, INC., F/K/A NORWEST MORTGAGE, INC.

vs.

DEFENDANT: JAMES H. STUMP AND TANYA L. STUMP

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$257.66

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

  
  
Chester A. Hawkins  
Sheriff

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

WELLS FARGO BANK, N.A.,  
S/B/M. WELLS FARGO HOME  
MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.

vs.

JAMES H. STUMP.

TANYA L. STUMP.

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. .....

No. 08-703-CD

No. .....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

PREMISES: SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD, DUBOIS,  
PA 15801

(See Legal Description attached)

Amount Due	\$45,699.19
------------	-------------

Interest from 07/03/2008 to Sale	\$ _____
----------------------------------	----------

Per diem \$7.62	\$ _____
-----------------	----------

Add'l Costs	\$7,452.50
-------------	------------

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

Prothonotary Costs 135.00

\$7,452.50

\$

\$

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 10/6/08

(SEAL)

116604

Received this writ this 6th day  
of October A.D. 2008  
At 10:00 A.M./P.M.

Chesler A. Hawkins  
Sheriff by Captain Butcher Deputy Sheriff

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

WELLS FARGO BANK, N.A.,  
S/B/M. WELLS FARGO HOME  
MORTGAGE, INC., F/K/A  
NORWEST MORTGAGE, INC.

vs.

JAMES H. STUMP

TANYA L. STUMP

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. .....

No. 08-703-CD

No. .....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

PREMISES: SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD, DUBOIS,  
PA 15801

(See Legal Description attached)

Amount Due	\$45,699.19
------------	-------------

Interest from 07/03/2008 to Sale	\$ _____
----------------------------------	----------

Per diem \$7.62

Add'l Costs

\$7,452.50

Writ Total

\$

Prothonotary Costs 135.00

*Willie L. Stump*

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 10/6/08

(SEAL)

116604

Received this writ this 6<sup>th</sup> day  
of October A.D. 2008  
At 10:00 A.M./P.M.

*Charles A. Hawkins*  
Sheriff *by Captain Butcher - Aug 10/08*

No. 08-703-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO  
HOME MORTGAGE, INC., F/K/A NORWEST  
MORTGAGE, INC.

vs.

JAMES H. STUMP  
TANYA L. STUMP

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Real Debt \$45,699.19

Int. from 07/03/2008  
To Date of Sale (\$7.62 per diem)

Costs \_\_\_\_\_

Proth'y Pd. 135.00

Sheriff

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: JAMES H. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

TANYA L. STUMP  
216 EAST WEBER AVENUE APT. B  
DU BOIS, PA 15801

## **LEGAL DESCRIPTION**

**ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.**

**BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.**

**The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.**

**TITLE TO SAID PREMISES IS VESTED IN James H. Stump and Tanya L. Stump, h/w, by Deed from Michael A. Buerk and Elizabeth M. Buerk, h/w, dated 06/30/1998, recorded 07/02/1998, in Deed Book 1947, page 298.**

**Premises being: SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD  
DUBOIS, PA 15801**

**Tax Parcel No. 128-C02-14A-00371-21**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES H. STUMP NO. 08-703-CD

NOW, January 16, 2009, 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 January 09, 2009, I exposed the within described real estate of James H. Stump And Tanya L. Stump to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTAGE, INC., F/K/A NORWEST MORTGAGE, INC. he/she being the highest bidder, for the sum of \$1.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	22.23
LEVY	15.00
MILEAGE	22.23
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	17.20
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/SETTLEMENT AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$256.66</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	45,699.19
INTEREST @ 7.6200	1,447.80
FROM 07/03/2008 TO 01/09/2009	
ATTORNEY FEES	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$47,186.99</b>

**COSTS:**

ADVERTISING	1,308.24
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	256.66
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,000.40</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

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

JAMES H. STUMP  
2030 SMITH ROAD  
SHELOCTA, PA 15774

## 2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*X Tanya Stump*

Agent  
 Addressee

## B. Received by (Printed Name)

*Tanya Stump*

## C. Date of Delivery

11/18/08

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

7006 0810 0001 4507 4517

Domestic Return Receipt

102595-02-M-154

4507 0001 0001 0810 7006

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.49

**Postmark Here**

**CLEARFIELD PA 16839**

**Sent To**  
TANYA L. STUMP  
2030 SMITH ROAD  
SHELOCTA, PA 15774

Street, Apt. No.;  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

4507 0001 0001 0810 7006

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.49

**Postmark Here**

**CLEARFIELD PA 16839**

**Sent To**  
JAMES H. STUMP  
2030 SMITH ROAD  
SHELOCTA, PA 15774

Street, Apt. No.;  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

TANYA L. STUMP  
2030 SMITH ROAD  
SHELOCTA, PA 15774

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*X Tanya Stump*

Agent  
 Addressee

## B. Received by (Printed Name)

*Tanya Stump*

## C. Date of Delivery

11/18/08

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

## 2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4524

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540