

08-703-CD

Wells Fargo vs James Stump et al

FILED

APR 17 2008

Att'y pd.
\$95.00
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

CIVIL DIVISION

TERM

Plaintiff

NO. 08-703-CD

v.

CLEARFIELD COUNTY

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

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
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
TOTAL	\$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 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.


Attorney for Plaintiff 207009

DATE: 4/14/08

FILED NO CC
M 10:56 AM
JUN 04 2008 @

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

Defendant(s)

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

PRAECIPE 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

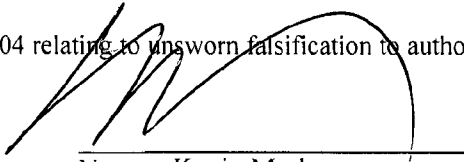
Date: 5/30/08

PHS #: 116604

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)

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

CERTIFICATE OF SERVICE

I hereby certify that a true 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

FILED

03:56:30
JUN 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

icc
Atty. Davey
icc
Sheriff
(w/out
memo)

6010

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

Plaintiff

vs.

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

Defendants

Court of Common Pleas

Civil Division

Clearfield County

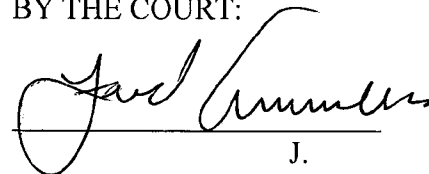
No. 08-CD-0703

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
____ 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

013:5781
JUN 11 2008

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

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. 787 TREASURE LAKE, DUBOIS, PA. "VACANT".

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

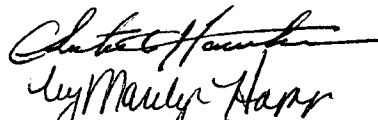
RETURN COSTS

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

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

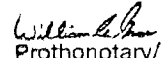


Chester A. Hawkins
Sheriff

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

APR 17 2008

Attest.


Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 08-703-CD

CLEARFIELD COUNTY

v.

JAMES H. STUMP
TANYA L. STUMP
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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.

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

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

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

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
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DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
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THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
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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
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Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$44,758.27
Escrow	
Credit	\$0.00
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Subtotal	<u>\$287.59</u>
TOTAL	\$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: 

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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.

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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.


Attorney for Plaintiff 203009

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 A. Shaw
Prothonotary/
Clerk of Courts

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ANDREW SPIVACK, ESQ., Id. No. 84439
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 116604

ATTORNEY FOR PLAINTIFF

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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
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original filed of record

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

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

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Pennsylvania Bar Association
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Harrisburg, PA 17108
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Clearfield, PA 16830
814-765-2641 x 5982

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APR 17 2008

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

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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.


Attorney for Plaintiff 203009

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 A. 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

Plaintiff

NO. 08-703-CD

v.

CLEARFIELD COUNTY

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
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
TOTAL	\$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:  20009

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 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.


Attorney for Plaintiff 207009

DATE: 4/14/08

FILED

JUN 18 2008

m/10:35/2
William A. Shaw
Prothonotary/Clerk of Courts

(610)

sent to Aron

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

ATTORNEYS FOR PLAINTIFF

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 :

Court of Common Pleas

Civil Division

vs.

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

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 2nd 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
787 Treasure Lake
DuBois, PA 15801

James Stump
Tanya Stump
216 East Weber Avenue
Apartment B
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

m 2:00p.m GK

JUL 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att'y Paid 20.00

ICC Att'y

1 Statement to Att'y

ICC & NOTICE TO

JAMES STUMP,

TANYA STUMP.

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

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).

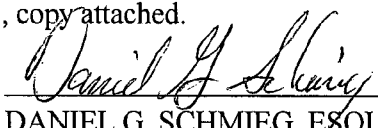
PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

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
TOTAL	<u>\$ 45,699.19</u>

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 7-8-2008


PRO PROTHY

GK

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 : CIVIL DIVISION
MORTGAGE, INC.

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 : CIVIL DIVISION
MORTGAGE, INC. : CLEARFIELD COUNTY
Plaintiff : NO. 08-703-CD
Vs.

JAMES H. STUMP
TANYA L. STUMP

Defendants

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

FILE COPY

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

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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 : CIVIL DIVISION
MORTGAGE, INC.

Plaintiff

Vs.

JAMES H. STUMP
TANYA L. STUMP

Defendants

: CLEARFIELD COUNTY

: NO. 08-703-CD

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.

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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: 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.

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

(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.
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


Defendant(s).

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

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

 BY William L. Lohan 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

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 8, 2008

Expires: July 8, 2013

Vs.

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

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

COPY

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

OCT 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 20.00
m/10:35/67
ICC & 6 writs
w/prop. desc. to Sheriff

(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

PRAECIPE 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

Plaintiff,

v.

NO. 08-703-CD

JAMES H. STUMP

TANYA L. STUMP

216 EAST WEBER AVENUE APT. B

DU BOIS, PA 15801

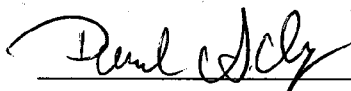
Defendant(s).

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:

- ☒ (X) 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

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 08-703-CD

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 Praecipe 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.)

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

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

NAME

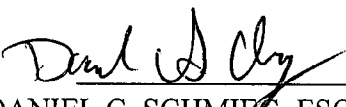
LAST KNOWN ADDRESS (If address cannot
be reasonably ascertained, please so indicate.)

Same as Above

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

Plaintiff,

v.

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

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 08-703-CD

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 Praecipe 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.)

None

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

NAME

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

TENANT/OCCUPANT

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

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

Internal Revenue Service
Federated Investors Tower

13TH Floor, Suite 1300
1061 Liberty Avenue
Pittsburgh, PA 15222

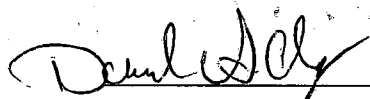
Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program

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

William L. Hays
301

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 10/6/08
(SEAL)

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 _____

Prothy 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

5
FILED NO CC
M 11 38 44
NOV 26 2008
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 :
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

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)
Escrow Deficit	\$1,836.38
TOTAL	\$54,019.42

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: _____

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-CD

CLEARFIELD COUNTY

FILED
APR 17 2008
William A. Shaw
Prothonotary/Clerk of Courts

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
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
TOTAL	\$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:  2010/9

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 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, 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.


Attorney for Plaintiff 207009

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 L. Han
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

Plaintiff,

v.

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

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 08-703-CD

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
TOTAL	<u>\$ 45,699.19</u>

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

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

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 7-8-08

William L. Han
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: _____

Rhetan 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

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 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

DUBOIS, 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
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

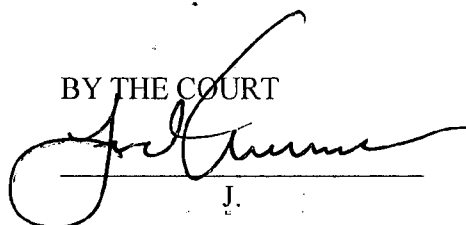
Defendants

RULE

AND NOW, this 1ST 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 18th day of December 2008, at 2:30 in the Clearfield County Courthouse, Clearfield, Pennsylvania. P.M.

BY THE COURT


J.

116604

FILED ^{icc}
014:00301
DEC 01 2008

Amy Bradford
(610)

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/1/08

X You are responsible for serving all appropriate parties.

____ The Probationary'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
Probationary/Clerk of Courts

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

FILED

DEC 09 2008

11:05

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT(S)

JAMES H. STUMP
TANYA L. STUMP

Type of Action
- Notice of Sheriff's Sale

Please serve upon:

TANYA L. STUMP

Sale Date: JANUARY 9, 2009

copy to Sheriff
(610)

SERVE AT:

2030 SMITH RD
SHELOCTA, PA 15774-2412

SERVED

Served and made known to Tanya L. Stump, Defendant, on the 25th day of November,
2008, at 5:53 o'clock P.m., at 2030 Smith Rd., Shebeta, 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. Chatham, 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

Sworn to and subscribed
before me this 26th day
of November, 2008

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

Notary:

Marilyn A. Campbell

By:

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

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 25th day of November,
2008, at 5:53, o'clock P.m., at 2030 Smith Rd., Shebcta, 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. Chatham, 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 26th day
of November, 2008

Notary:

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

Marilyn A. Campbell

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:

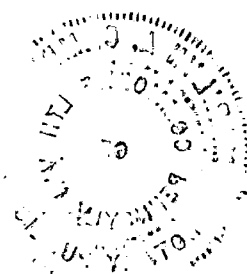
Attorney for Plaintiff

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 2008

William A. Shaw
Prothonotary/Clerk of Courts



3 FILED ICC AAT
m/1835 cm
DEC 12 2008
William A. Shaw
Prothonotary/Clerk of Courts
Bradford

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

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

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

NORWEST MORTGAGE, INC.

Plaintiff

ATTORNEY FOR 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

DUBOIS, PA 15801

DATE: 12/10/08

By: [Signature]

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED

DEC 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 18 2008

ICC Amy Lhota
(for Phelan, Hallinan &
Schmieg who will serve)

William A. Shaw
Prothonotary/Clerk of Courts

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.

Plaintiff

v.

JAMES H. STUMP
TANYA L. STUMP

Defendants

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 08-703-CD

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
Escrow Deficit

(\$0.00)
\$1,836.38

TOTAL

\$54,019.42

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

Plaintiff,

v.

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

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 08-703-CD

FILED

DEC 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

1 sent to H&A

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 Praecipe 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

**Treasure Lake Property Owners'
Association, Inc.**

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

**13 Treasure Lake
Dubois, PA 15801**

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

TENANT/OCCUPANT

**DOMESTIC RELATIONS
CLEARFIELD COUNTY**

**COMMONWEALTH OF
PENNSYLVANIA**

**Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division**

**Internal Revenue Service
Federated Investors Tower**

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

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

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

**CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830**

**DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105**

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

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

**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.

December 5, 2008

Date



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

FILED

DEC

William
Prothonotary

43

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/11/05/08
William A. Shaw
Prothonotary/Clerk of Courts
No C/C (610)


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



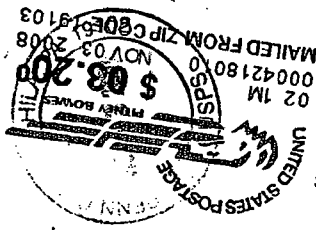
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CQS

Name and
Address
of Sender

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

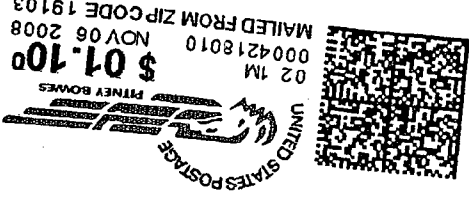
Line	Article Number	Name of Addressee, Street, and Post Office Address	Fee
1		TENANT/OCCUPANT SECTION 14 LOT 371 TREASURER LAKE A/K/A 236 PORT AU PRINCE ROAD DUBOIS, PA 15801	
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830	
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105	
4		Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Division, 6 th Flr Strawberry Sq., Dept 28061, Harrisburg, PA 17128	
5		Internal Revenue Service, Federated Investors Tower, 13 TH Floor, Suite 1300, 1001 Liberty Avenue, Pittsburgh, PA 15222	
6		Department of Public Welfare, TPL Casualty Unit, Estate Recovery Program, P.O. Box 8486, Willow Oak Building, Harrisburg, PA 17105	
7		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			
Total Number of Pieces Listed by Sender		Re: JAMES H. STUMP	
Total Number of Pieces Received at Post Office		116604 TEAM 3 BSD	
		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.			



CQS

Name and
Address
of Sender

PHILAN 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		Beneficial Consumer Discount Company, d/b/a, Beneficial Mortgage Company of Pennsylvania 857 East Main Street Clarion, PA 16214	 <p>UNITED STATES POSTAGE FITNEY BOWES \$01.10 02 1M 0004218010 NOV 06 2008 MAILED FROM ZIP CODE 19103</p>	
2				
3				
4				
5				
6				
7				
8				
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 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.

AL

CQS

Name and
Address
of Sender



PHILAN 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		Re: JAMES H. STUMP
Total Number of Pieces Listed by Sender		116604 TEAM 3 BSD KXO
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.

UNITED STATES POSTAGE
02 1M
0004218010
DEC 05 2008
\$01.10
MAILED FROM ZIP CODE 19103
PITNEY BOWES



TEAM 5

TEAM 5

William A. Shew
Prothonotary/Clerk of Courts

DEC 19 2008

FILED

FILED

M. H. Bradford, Esq.

DEC 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

NO CC
(61)

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

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

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

NORWEST MORTGAGE, INC.

Plaintiff

ATTORNEY FOR 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 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 MORTGAGE, 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 MORTGAGE, 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
01:2:54 PM
JAN 16 2009
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 MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC.

vs.

DEFENDANT: JAMES H. STUMP AND TANYA L. STUMP

Execution REAL ESTATE

SHERIFF RETURN

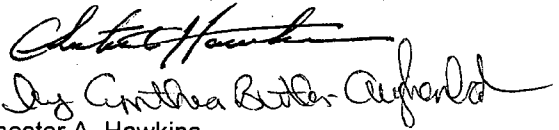
SHERIFF HAWKINS \$257.66

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



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
NOR.WEST.MORTGAGE, INC.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.
No. 08-703-CD
No.

vs.

WRIT OF EXECUTION
(Mortgage Foreclosure)

JAMES.H.STUMP

TANYA.L.STUMP

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

William L. Lister
At

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.

C. Gordon A. Hawkins
Sheriff *By Cynthia Butler*

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.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.
No. 08-703-CD
No.

vs.

WRIT OF EXECUTION
(Mortgage Foreclosure)

JAMES H. STUMP

TANYA L. STUMP

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

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.

C. Gordon A. Hawkins
Sheriff by Anthony Butler

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 NORTHWEST
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 _____

Prothy 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 MORTGAGE, 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	

TOTAL SHERIFF COSTS \$256.66

DEED COSTS:

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

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	

TOTAL DEBT AND INTEREST \$47,186.99

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	

TOTAL COSTS \$2,000.40

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)

7006 0810 0001 4507 4517

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Tanya Stump*☐ Agent☒ Addressee

B. Received by (Printed Name)

Tanya Stump

C. Date of Delivery

11/18/8

D. Is delivery address different from item 1?

☐ Yes

If 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

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

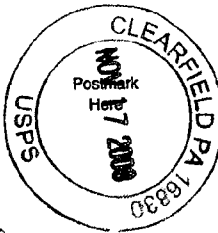
Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

5.49



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

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

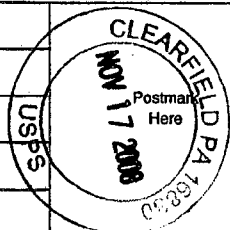
Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

5.49



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

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 4524

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Tanya Stump*☐ Agent☒ Addressee

B. Received by (Printed Name)

Tanya Stump

C. Date of Delivery

11/18/8

D. Is delivery address different from item 1?

☐ Yes

If 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