

08-779-CD

Countrywide vs Steven Grant al

FILED
M 12/17/2008 Atty. pd.
APR 28 2008 005.00
S CC 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
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 177279

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

Plaintiff
v.

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-779-CD

CLEARFIELD COUNTY

Sept. 16, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *Willie A. Shaw* GK

Deputy Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE 10-29-08 Document

Reinstated/Reissued to Sheriff/Attorney
for service. *Willie A. Shaw* GK

Deputy Prothonotary

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

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

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

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

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

3. On 09/25/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200216055. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/01/2008 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	\$66,911.35
Interest	\$1,658.83
12/01/2007 through 04/25/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$89.84
09/25/2002 to 04/25/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$70,460.02
Escrow	
Credit	\$0.00
Deficit	\$549.97
Subtotal	<u>\$549.97</u>
TOTAL	\$71,009.99

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

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$71,009.99, together with interest from 04/25/2008 at the rate of \$11.85 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: Josephine 87077

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
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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 piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of the premises described in the First Thereof in the deed of Imogene Watson, et al., dated April 2, 1975, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County in Deed Book No. 702, page 240, said point also being on the Northerly line of an existing roadway; thence along the Northerly line of said roadway, North 69 degrees 29 minutes West, 185.5 feet to a point; thence by the Easterly line of land conveyed by Imogene Watson, et al., to John C. Coccimiglio, et ux., North 20 degrees 31 minutes East, 234.9 feet to a point; thence along the Southerly line of a 50 foot roadway, South 69 degrees 29 minutes East, 185.5 feet to a point; thence along the Westerly boundary line of the said premises deeded by Imogene Watson, et al., South 20 degrees 31 minutes West, 234.9 feet to the point and place of beginning. Containing one acre.

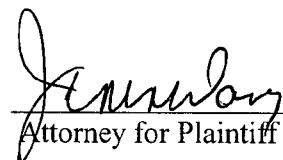
BEING known as Tax ID No. 128-C4-173.

PROPERTY BEING: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE

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.

 87077
Attorney for Plaintiff

DATE: 4/25/08

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

COUNTRYWIDE HOME LOANS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

**STEVEN J. GRANT
STACEY L. GRANT**

: NO. 08-779-CD

Defendant(s)

: CLEARFIELD COUNTY

:

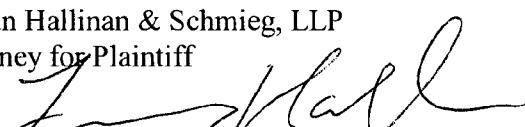
:

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, Esquire

Date: 6/2/08

FILED
m 11.02 AM NO CC
JUN 04 2008
6K

William A. Shaw
Prothonotary/Clerk of Courts

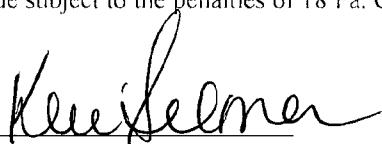
PHS #: 177279

VERIFICATION

KERI SELMAN

hereby states that he/she is

ASSISTANT VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC., 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: **KERI SELMAN, ASSISTANT VICE PRESIDENT**

DATE: _____

Title: _____

Company: COUNTRYWIDE HOME LOANS.
INC.

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

COUNTRYWIDE HOME LOANS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

**STEVEN J. GRANT
STACEY L. GRANT**

: NO. 08-779-CD

: CLEARFIELD COUNTY

Defendant(s)

:

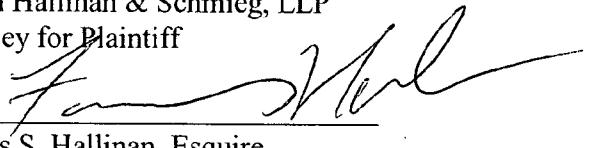
CERTIFICATE OF SERVICE

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

STACEY L. GRANT
173 LIDDLE ROAD, A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

STEVEN J. GRANT
173 LIDDLE ROAD
DU BOIS, PA 15801-9618

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By: 
Francis S. Hallinan, Esquire

Date: 6/2/08

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **104099**

COUNTRYWIDE HOME LOANS, INC.

Case # 08-779-CD

vs.

STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka
STACEY LYNN GRANT

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW August 13, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO STEVEN J. GRANT AKA STEVEN JAY GRANT, DEFENDANT. SEVERAL ATTEMPTS, DEFT. CALLED WORKS 12 HR DAYS CELL # 591-7163

173 LIDDLE ROAD aka RD#3 Box 63 LIDDLE LANE, DUBOIS, PA. "OCCUPIED"

SERVED BY: /

FILED
03:20pm
AUG 13 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

104099

COUNTRYWIDE HOME LOANS, INC.

Case # 08-779-CD

vs.

STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka
STACEY LYNN GRANT

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW August 13, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STACEY L. GRANT AKA STACEY LYNN GRANT, DEFENDANT, WHEREABOUTS UNKNOWN.

173 LIDDLE ROAD aka RD#3 BOX 63 LIDDLE LANE, DUBOIS, PA. "OCCUPIED"

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104099
NO: 08-779-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka STACEY LYNN GRANT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	689654	20.00
SHERIFF HAWKINS	PHELAN	689654	80.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

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

APR 28 2008

Attest,

William J. Schaeffer
Prothonotary/
Clerk of Courts

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

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7105 CORPORATE DRIVE
PLANO, TX 75024

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 08-779-CD

CLEARFIELD COUNTY

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

Defendants

We hereby certify the
within to be a true and

CIVIL ACTION - LA
COMPLAINT IN MORTGAGE FORECLOSURE

Correct copy of the
record

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1. Plaintiff is

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

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

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

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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 01/01/2008 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	\$66,911.35
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Subtotal	\$549.97
TOTAL	\$71,009.99

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8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$71,009.99, together with interest from 04/25/2008 at the rate of \$11.85 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: Deserulay 87077

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
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VIVEK SRIVASTAVA, ESQUIRE
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PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of the premises described in the First Thereof in the deed of Imogene Watson, et al., dated April 2, 1975, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County in Deed Book No. 702, page 240, said point also being on the Northerly line of an existing roadway; thence along the Northerly line of said roadway, North 69 degrees 29 minutes West, 185.5 feet to a point; thence by the Easterly line of land conveyed by Imogene Watson, et al., to John C. Coccimiglio, et ux., North 20 degrees 31 minutes East, 234.9 feet to a point; thence along the Southerly line of a 50 foot roadway, South 69 degrees 29 minutes East, 185.5 feet to a point; thence along the Westerly boundary line of the said premises deeded by Imogene Watson, et al., South 20 degrees 31 minutes West, 234.9 feet to the point and place of beginning. Containing one acre.

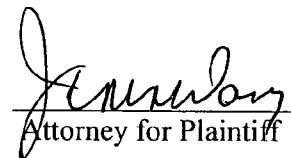
BEING known as Tax ID No. 128-C4-173.

PROPERTY BEING: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE

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.

 87077

Attorney for Plaintiff

DATE: 4/25/08

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

APR 28 2008

Attest.

William J. Cahn
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
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ANDREW SPIVACK, ESQ., Id. No. 84439
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 177279

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 08-779 CD

CLEARFIELD COUNTY

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
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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Pennsylvania Bar Association
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Harrisburg, PA 17108
800-692-7375

Notice to Defend:
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Clearfield County Courthouse
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Clearfield, PA 16830
814-765-2641 x 5982

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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
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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

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

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

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

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

3. On 09/25/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200216055. The PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/01/2008 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	\$66,911.35
Interest	\$1,658.83
12/01/2007 through 04/25/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$89.84
09/25/2002 to 04/25/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$70,460.02
Escrow	
Credit	\$0.00
Deficit	\$549.97
Subtotal	<u>\$549.97</u>
TOTAL	\$71,009.99

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

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$71,009.99, together with interest from 04/25/2008 at the rate of \$11.85 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: Josephine 87077

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
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ANDREW SPIVACK, ESQUIRE

Attorneys for Plaintiff

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BEING known as Tax ID No. 128-C4-173.

PROPERTY BEING: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Attorney for Plaintiff

DATE: 4/25/08

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

STEVEN J. GRANT
STACEY L. GRANT

Defendants

No. 08-779-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

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

Date: September 2, 2008

/lxh, Svc Dept.
File# 177279

FILED *Atty pd. 11/23/08 \$7.00*
SEP 16 2008 ICC Compl.
William A. Shaw *Reinstated*
Prothonotary/Clerk of Courts to Atty
GID

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

Countrywide Home Loans, Inc.

vs.

Steven J. Grant a/k/a
Steven Jay Grant
Stacey L. Grant a/k/a
Stacey Lynn Grant

FILED
m/11/006d
SEP 16 2008
GK

William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 08-779-CD

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendants, Steven J. Grant a/k/a Steven Jay Grant and Stacey L. Grant a/k/a Stacey Lynn Grant, by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the mortgaged premises, 173 Liddle Road a/k/a RD3 Box 63 Liddle Lane, DuBois, PA 15801, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on April 28, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".
2. Said complaint was forwarded to the Office of the Sheriff on or about April 28, 2008 for service to be completed on the Defendant, Steven J. Grant a/k/a Steven Jay Grant and Stacey L. Grant a/k/a Stacey Lynn Grant at the mortgaged premises, 173 Liddle Road a/k/a RD3 Box 63 Liddle Lane, DuBois, PA 15801. As indicated by the Sheriff's Return of Service attached

hereto as Exhibit "B" no service was made as there was no response by the Defendant at said address.

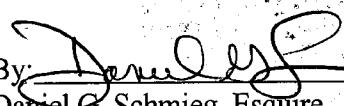
3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

4. Plaintiff has reviewed its internal records and has not been contacted by the Defendants as of September 11, 2008 to bring loan current.

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

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

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

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: September 11, 2008

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

Attorney for Plaintiff

Countrywide Home Loans, Inc.

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 08-779-CD

MEMORANDUM OF LAW

Pa. R.C.P. 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

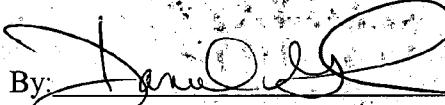
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the Sheriff's Return of Service, attached hereto and marked as Exhibit "B", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "C".

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

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

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: September 11, 2008

Exhibit A



FILED
APR 28 2008

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
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COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

Plaintiff

v.

STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD
A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

Defendants

CIVIL ACTION ~~COMPLAINT IN MORTGAGE FORECLOSURE~~
ATTORNEY FILED
PLEASE RETURN

We hereby certify the
within to be a true and
exact copy of the
~~COMPLAINT IN MORTGAGE FORECLOSURE~~
record

PHELAN HALLINAN & SCHMIEG, LLP
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COUNTRYWIDE HOME LOANS, INC.
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Plaintiff

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Defendants

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

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

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A/K/A STEVEN JAY GRANT
STACEY L. GRANT
A/K/A STACEY LYNN GRANT
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A/K/A RD 3 BOX 63 LIDDLE LANE
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3. On 09/25/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises

hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
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is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage

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accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations
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Interest 12/01/2007 through 04/25/2008	\$1,658.83
Attorney's Fees	\$1,250.00
Cumulative Late Charges 09/25/2002 to 04/25/2008	\$89.84
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$70,460.02
Escrow	\$0.00
Credit	\$549.97
Deficit	\$549.97
Subtotal	\$549.97
TOTAL	\$71,009.99

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

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$71,009.99, together with interest from 04/25/2008 at the rate of \$11.85 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:

Desiree Day 87077

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 piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of the premises described in the First Thereof in the deed of Imogene Watson, et al., dated April 2, 1975, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County in Deed Book No. 702, page 240, said point also being on the Northerly line of an existing roadway; thence along the Northerly line of said roadway, North 69 degrees 29 minutes West, 185.5 feet to a point; thence by the Easterly line of land conveyed by Imogene Watson, et al., to John C. Coccimiglio, et ux., North 20 degrees 31 minutes East, 234.9 feet to a point; thence along the Southerly line of a 50 foot roadway, South 69 degrees 29 minutes East, 185.5 feet to a point; thence along the Westerly boundary line of the said premises deeded by Imogene Watson, et al., South 20 degrees 31 minutes West, 234.9 feet to the point and place of beginning. Containing one acre.

BEING known as Tax ID No. 128-C4-173.

PROPERTY BEING: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE

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.

Jensulor 87077
Attorney for Plaintiff

DATE: 4/25/08

Exhibit B

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **104099**

COUNTRYWIDE HOME LOANS, INC.

Case # 08-779-CD

VS.

STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka
STACEY LYNN GRANT

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW August 13, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,
TIME EXPIRED" AS TO STEVEN J. GRANT AKA STEVEN JAY GRANT, DEFENDANT. SEVERAL ATTEMPTS,
DEFT. CALLED WORKS 12 HR DAYS CELL # 591-7163

173 LIDDLE ROAD aka RD#3 Box 63 LIDDLE LANE, DUBOIS, PA. "OCCUPIED"

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

104099

COUNTRYWIDE HOME LOANS, INC.

Case # 08-779-CD

vs.

STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka
STACEY LYNN GRANT

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW August 13, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO STACEY L. GRANT AKA STACEY LYNN GRANT, DEFENDANT. WHEREABOUTS UNKNOWN.

173 LIDDLE ROAD aka RD#3 BOX 63 LIDDLE LANE, DUBOIS, PA. "OCCUPIED"

SERVED BY: /

Exhibit C

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

File Number: 177279

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

Subject: Steven L. Grant & Stacey L. Grant

Current Address: 173 Liddle Road, Du Bois, PA 15801

Property Address: 173 Liddle Road, A/K/A RD Box 63 Liddle Lane, Du Bois, PA 15801

Mailing Address: 173 Liddle Road, Du Bois, PA 15801

Same

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

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Steven L. Grant - xxx-xx-6504

Stacey L. Grant - xxx-xx-8361

B. EMPLOYMENT SEARCH

Steven L. Grant & Stacey L. Grant - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Steven L. Grant & Stacey L. Grant reside(s) at: 173 Liddle Road, Du Bois, PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Steven L. Grant & Stacey L. Grant.

B. On 04-23-08 our office made a telephone call to the phone number (814) 255-6332 and received the following information: disconnected. On 04-23-08 our office made a telephone call to the phone number (814) 371-9477 and received the following information: spoke with an unidentified male who confirmed that Steven L. Grant & Stacey L. Grant reside(s) at: 173 Liddle Road, Du Bois, PA 15801.

III. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 04-23-08 we reviewed the National Address database and found the following information: Steven L. Grant & Stacey L. Grant - 173 Liddle Road, Du Bois, PA 15801.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

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

IV. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Steven L. Grant & Stacey L. Grant.

V. OTHER INQUIRIES

A. DEATH RECORDS

As of 04-23-08 Vital Records and all public databases have no death record on file for Steven L. Grant & Stacey L. Grant.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Steven L. Grant & Stacey L. Grant residing at: last registered address.

VI. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Steven L. Grant - 03-24-1939

Stacey L. Grant - 09-12-1968

B. A.K.A.

Steven J. Grant

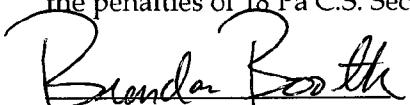
Stacey Lynn Grant; Stacey Lynn Mascaro

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

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

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

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 23rd day of April, 2008.

The above information is obtained from available public records
and we are only liable for the cost of the affidavit.

IND

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CHARMINE BASS, Notary Public
City of Philadelphia, Phila. County

My Commission Expires February 17, 2010

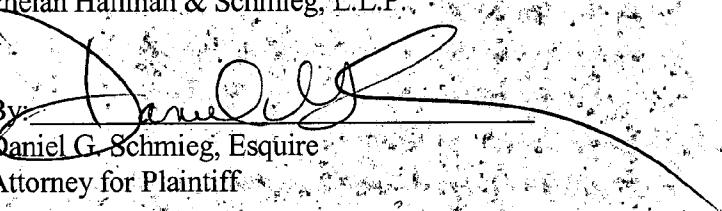


VERIFICATION

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

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

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

By 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: September 11, 2008

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

Attorney for Plaintiff

Countrywide Home Loans, Inc.

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

vs.
Steven J. Grant a/k/a
Steven Jay Grant
Stacey L. Grant a/k/a
Stacey Lynn Grant

NO. 08-779-CD

CERTIFICATION OF SERVICE

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

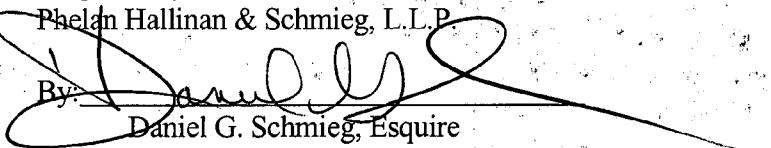
Steven J. Grant a/k/a Steven Jay Grant and Stacey L. Grant a/k/a Stacey Lynn Grant
173 Liddle Road a/k/a
RD3 Box 63 Liddle Lane
DuBois, PA 15801

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

Respectfully submitted,

Phelan Hallinan & Schmieg, L.L.P.

By:


Daniel G. Schmieg, Esquire

Attorney for Plaintiff

Date: September 11, 2008

FILED

SEP 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

COUNTRYWIDE HOME LOANS, INC., *
Plaintiff *
vs. * NO. 08-779-CD
STEVEN J. GRANT a/k/a STEVEN JAY GRANT *
STACEY L. GRANT a/k/a STACEY LYNN GRANT *
Defendants *

ORDER

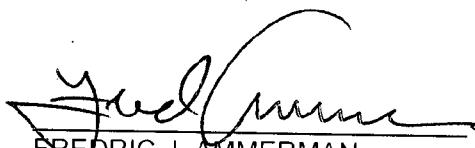
NOW, this 16th day of September, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **STEVEN J. GRANT a/k/a STEVEN JAY**

GRANT AND STACEY L. GRANT a/k/a STACEY LYNN GRANT by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 173 Liddle Road a/k/a RD 3, Box 63 Liddle Land, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 173 Liddle Road a/k/a RD 3, Box 63 Liddle Land, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 173 Liddle Road a/k/a RD 3, Box 63 Liddle Land, DuBois, PA 15801.

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

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
09/13/08
SEP 18 2008
Clerk of Courts
William A. Shaw
Prothonotary
3CC Petty Schmieg

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

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

STEVEN J. GRANT A/K/A
STEVEN JAY GRANT
STACEY L. GRANT A/K/A
STACEY LYNN GRANT

Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 08-779-CD

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

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage
Foreclosure in the above captioned matter was sent by regular and certified mail; return receipt
requested, to the following persons **STEVEN J. GRANT A/K/A STEVEN JAY GRANT** and
STACEY L. GRANT A/K/A STACEY LYNN GRANT at **173 LIDDLE ROAD A/K/A RD 3,**
BOX 63 LIDDLE LAND, DUBOISE, PA 15801, on **OCTOBER 1, 2008**, in accordance with
the Order of Court dated **SEPTEMBER 16, 2008**. The undersigned understands that this
statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to
authorities.

Date: October 2, 2008

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

9
FILED
OCT 08 2008
NO CC
MILLER
10/08/2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 08 2008

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
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

COUNTRYWIDE HOME LOANS, INC.
Plaintiff

vs.

STEVEN J. GRANT
STACEY L. GRANT

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

No. 08-779-CD

FILED

OCT 29 2008
m/11:05 (w)

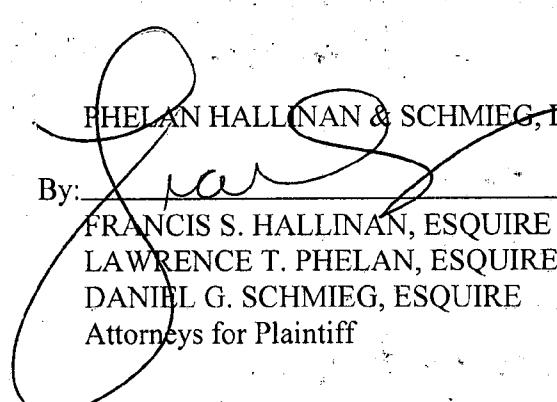
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT TO ATTY
&
2 REINSTATEMENT
complaints
TO S. HALLINAN

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

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

Date: October 1, 2008

/lxh, Svc Dept.
File# 177279

FILED

OCT 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-779-CD

COUNTRYWIDE HOME LOANS, INC.

vs
STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka STACEY LYNN GRANT
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 11/28/2008 HEARING: 104884 PAGE: 1

DEFENDANT: STEVEN J. GRANT aka STEVEN JAY GRANT
ADDRESS: 173 LIDDLE ROAD AKA RD#3 BOX 63 LIDDLE LANE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 11-21-08 AT 10:30 AM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON STEVEN J. GRANT aka STEVEN JAY GRANT,
DEFENDANT

BY HANDING TO STEVEN Grant, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 173 LIDDLE ~~RD~~ ^{ROAD}, DUBOIS, PA 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR STEVEN J. GRANT aka STEVEN JAY GRANT

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO STEVEN J. GRANT aka STEVEN JAY GRANT

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF November 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevling
Deputy Signature

Jerome M. Nevling
Print Deputy Name

S
FILED

11-21-08
NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.

vs.

STEVEN J. GRANT A/K/A
STEVEN JAY GRANT
STACEY L. GRANT A/K/A
STACEY LYNN GRANT

: Court Of Common Pleas

: Civil Division

: CLEARFIELD County

: No. 08-779-CD

S **FILED** NO CC
M 19 57/34
DEC 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE BY
PUBLICATION IN ACCORDANCE WITH COURT ORDER

I hereby certify that service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated SEPTEMBER 16, 2008 as indicated below:

By publication as provided by Pa. R.C.P. Rule 430(b)(1)

In ASSOCIATE PUBLISHER on OCTOBER 8, 2008 and CLEARFIELD LEGAL JOURNAL on OCTOBER 10, 2008. Proofs of the said publications are attached hereto.

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

Francis S. Hallinan, Esquire

Date: December 17, 2008

Lily Hainey
Service Dept.

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

COUNTRYWIDE HOME LOANS, INC.
Vs. STEVEN J. GRANT, A/K/A STEVEN
JAY GRANT, STACEY L. GRANT, A/K/A
STACEY LYNN GRANT.

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 08-779-CD
NOTICE

TO STEVEN J. GRANT, A/K/A STEVEN
JAY GRANT, and STACEY L. GRANT, A/K/A
STACEY LYNN GRANT:

You are hereby notified that on APRIL 28, 2008, Plaintiff, COUNTRYWIDE HOME LOANS, INC., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of CLEARFIELD County Pennsylvania, docketed to No. 08-779-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 173 LIDDLE ROAD, A/K/A RD 3 BOX 63 LIDDLE LANE, DUBOIS, PA 15801 whereupon your property would be sold by the Sheriff of CLEARFIELD County.

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

NOTICE

If you wish to defend, you must enter a

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

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

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

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

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

Full Spectrum Services, 400 Fellowship Road, Suite 220, Mount Laurel, NJ 08054.

RAMEY BOROUGH

CLANCY, DOROTHY M 017-L15-000-00022	2006-001572	6 A	WILLIAM H OSHALL
CLANCY, JOHN HEIRS 017-L15-000-00017	2006-001574	3 A	JANUM MANAGEMENT, LLC
CLANCY, JOHN HEIRS 017-L15-000-00024	2006-001575	H & L	WILLIAM H OSHALL
HOWELL, CHARLES 017-L15-367-00005-TL	2006-001588	TRAILER	HARRY T. BEERS & SUSAN K HALL

BECCARIA TOWNSHIP

ADAM, J LEONARD & ADAM, MAE A 101-H17-000-00166	2006-001776	BLDG & 0.32 A SURF	WILLIAM H OSHALL
ADAM, LYNN 101-H17-000-00189	2006-001777	15 A	WALTER E HORNBURG JR
GARMAN, WILLIAM & GARMAN, KATHLEEN 101-H15-503-00004	2006-001849	H & 2 L #11-12	WILLIAM H OSHALL

BELL TOWNSHIP

HOCKINSON, JOHN C 102-A09-000-00000-MN	2006-002109	11.1% INT IN HEMLOCK HUNTING CLUB 715.73 A COAL & MINERALS	
HOCKINSON, JOHN C 102-B10-000-00040-MN	2006-002110	11.1% INT IN HEMLOCK HUNTING CORP 64 A MIN (GAS & OIL)	
HOCKINSON, JOHN C 102-B10-000-00043	2006-002111	11.1% INT IN 20 A	IRVIN ASSOCIATES
HOCKINSON, JOHN C 102-B10-000-00042-MN	2006-002112	11.1% INT IN 11.6 A MIN (GAS & OIL)	IRVIN ASSOCIATES
HOCKINSON, JOHN C 102-B10-000-00041	2006-002113	11.1% INT IN 65 A	IRVIN ASSOCIATES

PROOF OF PUBLICATION

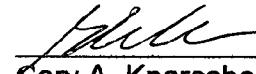
STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

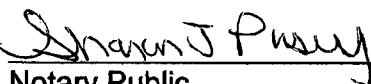
:

On this 10th day of October AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of October 10, 2008, Vol. 20, No. 41. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

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



Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

Full Spectrum Services
400 Fellowship Rd Suite 220
Mount Laurel NJ 08054

NOTICE OF ACTION
IN MORTGAGE FORECLOSURE
IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL ACTION-LAW
COURT OF
COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 08-779-CD
COUNTRYWIDE
HOMELOANS, INC.
Vs
STEVEN J. GRANT, A/K/A
STEVEN JAY GRANT
STACEY L. GRANT, A/K/A
STACEY LYNN GRANT
NOTICE
TO STEVEN J. GRANT A/K/A
STEVEN JAY GRANT and STACEY
L. GRANT A/K/A STACEY LYNN
GRANT:

You are hereby notified that on
APRIL 28, 2008, Plaintiff, COUNTRYWIDE HOME LOANS, INC.,
filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of
Common Pleas of CLEARFIELD County Pennsylvania, docketed to
No. 08-779-CD. Wherein Plaintiff
seeks to foreclose on the mortgage
secured on your property located
at 173 LIDDLE ROAD A/K/A RD 3
BOX 63 LIDDLE LANE, DUBOIS,
PA 15801 whereupon your property
would be sold by the Sheriff of
CLEARFIELD County.

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

NOTICE

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

YOU SHOULD TAKE THIS NOTICE
TO YOUR LAWYER AT
ONCE. IF YOU DO NOT HAVE A
LAWYER, GO 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, Ext. 5982

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

10:8-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 16th day of October, A.D. 20 08,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of October 8, 2008.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs
Sworn and subscribed to before me the day and year aforesaid.
Cheryl J. Robison
Notary Public
Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2011
Member, Pennsylvania Association of Notaries

61
FILED Atty pd 20.00

M 18 5/2009
JAN 05 2009

100a Notice

To Defs.

Statement to Atty

William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

vs.

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

STEVEN J. GRANT, A/K/A STEVEN JAY GRANT
STACEY L. GRANT, A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD, A/K/A
RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

CIVIL DIVISION

No. 08-779-CD

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against STEVEN J. GRANT, A/K/A
STEVEN JAY GRANT, and STACEY L. GRANT, A/K/A STACEY LYNN GRANT,
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 Complaint	\$71,009.99
Interest - 04/26/2008 to 01/02/2009	\$2,986.20
TOTAL	\$73,996.19

I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2)
that 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: 11/5/09

Willie M. Chapman
PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

v.
STEVEN J. GRANT A/K/A
STEVEN JAY GRANT
STACEY L. GRANT A/K/A
STACEY LYNN GRANT
Defendant(s)

NO. 08-779-CD

CLEARFIELD COUNTY

TO: STEVEN J. GRANT A/K/A STEVEN JAY GRANT
173 LIDDLE ROAD, A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

DATE OF NOTICE: December 17, 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 (10) 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 notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853
(814) 765-2641 x5988

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Lily Hainey
LILY HAINY

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

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.
Plaintiff

v.

STEVEN J. GRANT A/K/A
STEVEN JAY GRANT
STACEY L. GRANT A/K/A
STACEY LYNN GRANT

Defendant(s)

TO: STACEY L. GRANT A/K/A STACEY LYNN GRANT
173 LIDDLE ROAD, A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 08-779-CD

CLEARFIELD COUNTY

DATE OF NOTICE: December 17, 2008

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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 (10) 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 notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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Court Administrator
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(814) 765-2641

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Lily Hailey
LILY HAILEY

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC. : **CLEARFIELD COUNTY**
: :
: **COURT OF COMMON PLEAS**
: :
: **CIVIL DIVISION**
: :
: **No. 08-779-CD**
vs.
STEVEN J. GRANT, A/K/A
STEVEN JAY GRANT
STACEY L. GRANT, A/K/A
STACEY LYNN GRANT

VERIFICATION OF NON-MILITARY SERVICE

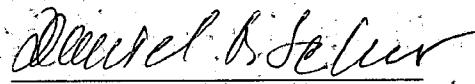
Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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 STEVEN J. GRANT, A/K/A STEVEN JAY GRANT is over 18 years of age and resides at 173 LIDDLE ROAD, A/K/A RD 3 BOX 63 LIDDLE LANE, DU BOIS, PA 15801-9618.

(c) that defendant STACEY L. GRANT, A/K/A STACEY LYNN GRANT is over 18 years of age and resides at 173 LIDDLE ROAD, A/K/A RD 3 BOX 63 LIDDLE LANE, 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
Attorney for Plaintiff

COPY

(Rule of Civil Procedure No. 236) - Revised

COUNTRYWIDE HOME LOANS, INC. : CLEARFIELD COUNTY
vs. : COURT OF COMMON PLEAS
STEVEN J. GRANT, A/K/A STEVEN JAY :
GRANT : CIVIL DIVISION
173 LIDDLE ROAD :
DU BOIS, PA 15801-9618 : No. 08-779-CD
STACEY L. GRANT, A/K/A :
STACEY LYNN GRANT :
173 LIDDLE ROAD, A/K/A :
RD 3 BOX 63 LIDDLE LANE :
DU BOIS, PA 15801 :
:

Notice is given that a Judgment in the above captioned matter has been entered
against you on January 5, 2009.

By: William DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmieg

Daniel G. Schmieg, Esquire
Attorney or Party Filing
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

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

FILED

JAN 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

Countrywide Home Loans, Inc.
Plaintiff(s)

No.: 2008-00779-CD

Real Debt: \$73,996.19

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Steven J. Grant a/k/a Steven Jay Grant
and Stacey L. Grant a/k/a Stacey Lynn Grant
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: January 5, 2009

Expires: January 5, 2014

Certified from the record this 5th day of January, 2009



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

COUNTRYWIDE HOME LOANS,
INC.

vs.

STEVEN L. GRANT A/K/A
STEVEN JAY GRANT

STACEY L. GRANT A/K/A
STACEY LYNN GRANT

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 08-779-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the PROTHONOTARY:

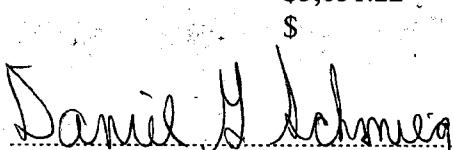
Issue writ of execution in the above matter:

Amount Due	
Interest from 1/3/09 to Sale	\$73,996.19
Per diem \$12.16	
Add'l Costs	\$149.00
Writ Total	
	\$3,651.22
	\$

Prothonotary costs

\$149.00

\$3,651.22


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

177279

FILED
m T 1:35 PM
FEB 10 2009

S. William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 20.00
1 Cc & 6 wnts
w/ prop desc
to Sheriff
6W

No. 08-779-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.

FILED

FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

Re:

vs.

STEVEN J. GRANT A/K/A STEVEN JAY GRANT
STACEY L. GRANT A/K/A STACEY LYNN GRANT

PRAECEDE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
STACEY L. GRANT
STACEY LYNN GRANT

173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANEDU BOIS, PA 15801

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

COUNTRYWIDE HOME LOANS, INC.

7105 CORPORATE DRIVE

PLANO, TX 75024

Plaintiff,

v.

STEVEN J. GRANT A/K/A STEVEN JAY
GRANT

STACEY L. GRANT A/K/A STACEY LYNN

GRANT

173 LIDDLE ROAD A/K/A RD 3 BOX 63

LIDDLE LANE

DU BOIS, PA 15801

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 08-779-CD

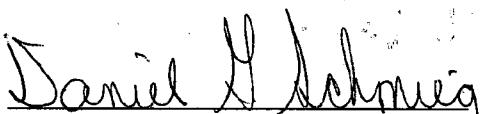
Defendant(s).

CERTIFICATION

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

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

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024**

Plaintiff,

v.

**STEVEN J. GRANT A/K/A STEVEN JAY
GRANT
STACEY L. GRANT A/K/A STACEY LYNN
GRANT
173 LIDDLE ROAD A/K/A RD 3 BOX 63
LIDDLE LANE
DU BOIS, PA 15801**

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 08-779-CD

Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129.1

COUNTRYWIDE HOME LOANS, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **173 LIDDLE ROAD A/K/A RD 3 BOX 63
LIDDLE LANE, DU BOIS, 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.)
-------------	--

STEVEN J. GRANT A/K/A STEVEN JAY GRANT	173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE DU BOIS, PA 15801
---	--

STACEY L. GRANT A/K/A STACEY LYNN GRANT	173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE 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.

FEBRUARY 9, 2009
Date

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

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

Plaintiff,

v.

**STEVEN J. GRANT A/K/A STEVEN JAY
GRANT**
**STACEY L. GRANT A/K/A STACEY LYNN
GRANT**
**173 LIDDLE ROAD A/K/A RD 3 BOX 63
LIDDLE LANE
DU BOIS, PA 15801**

Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129.1

COUNTRYWIDE HOME LOANS, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **173 LIDDLE ROAD A/K/A RD 3 BOX 63
LIDDLE LANE, DU BOIS, 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.)

None

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

NAME

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

COUNTRYWIDE HOME LOANS

4500 PARK GRANADA

CALABASAS, CA 91302-1613

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	173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE DUBOIS, PA 15801
DOMESTIC RELATIONS CLEARFIELD COUNTY COMMONWEALTH OF PENNSYLVANIA	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
Internal Revenue Service Federated Investors Tower	6th Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	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.

FEBRUARY 9, 2009
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Copy

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

COUNTRYWIDE HOME LOANS,
INC.

vs.

STEVEN J. GRANT A/K/A
STEVEN JAY GRANT

STACEY L. GRANT A/K/A
STACEY LYNN GRANT

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.
No. 08-779-CD
No.

**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE, DUBOIS, PA 15801
(See Legal Description attached)

Amount Due

Interest from 1/3/09 to Sale
Per diem \$12.16
Add'l Costs
Writ Total

\$73,996.19
Prothonotary costs 149.00

\$ _____.

\$3,651.22

\$

Will Chang
OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 2/10/09
(SEAL)

No. 08-779-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
COUNTRYWIDE HOME LOANS, INC.

vs.

STEVEN J. GRANT A/K/A STEVEN JAY GRANT
STACEY L. GRANT A/K/A STACEY LYNN GRANT

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

\$73,996.19

Real Debt

Int. from 1/3/09
To Date of Sale (\$12.16 per diem)

Costs

140.00

Prothy Pd.

Sheriff


Daniel G. Schmieg, Esquire

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

STACEY L. GRANT A/K/A
STACEY LYNN GRANT

Address: STEVEN J. GRANT
A/K/A STEVEN JAY GRANT
173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of the premises described in the First Thereof in the deed of Imogene Watson, et al, to the Grantors herein dated April 2, 1975, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County in Deed Book No. 702, page 240, said point also being on the Northerly line of an existing roadway; thence along the Northerly line of said roadway North 69 degrees 29 minutes West 185.5 feet to a point; thence by the Easterly line of land conveyed by Imogene Watson, et al., to John C. Coccimiglio, et ux North 20 degrees 31 minutes East 234.9 feet to a point; thence along the Southerly line of a 50 foot roadway South 69 degrees 29 minutes East 185.5 feet to a point; thence along the Westerly boundary line of the said premises deeded to the Grantors by Imogene Watson, et al, South 20 degrees 31 minutes West 234.9 feet to the point and place of beginning.

Containing one acre.

Also being known as Tax ID #128-C4-173.

Having erected a dwelling known as RD#3 63 Liddle Lane, Dubois, Pa 15801

TITLE TO SAID PREMISES IS VESTED IN Steven J. Grant and Stacey Grant, h/w, by Deed from Steven J. Grant, dated 03/11/2002, recorded 03/26/2002, in Deed Mortgage Inst# 200204655.

Premises being: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE
DUBOIS, PA 15801

Tax Parcel No. C04-000-00173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104884
NO. 08-779-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

VS.

DEFENDANT: STEVEN J. GRANT aka STEVEN JAY GRANT and STACEY L. GRANT aka STACEY LYNN GRANT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	736575	20.00
SHERIFF HAWKINS	PHELAN	736575	37.23

FILED
09:00 AM
FEB 13 2008

William A. Shaw
Prothonotary/Clerk of Courts
WS

Sworn to Before Me This

So Answers,

Day of 2008

Chester A. Hawkins

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20924
NO: 08-779-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

VS.

DEFENDANT: STEVEN J. GRANT A/K/A STEVEN JAY GRANT AND STACEY L. GRANT A/K/A STACEY LYNN GRANT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/10/2009

LEVY TAKEN 3/2/2009 @ 12:00 PM

POSTED 3/2/2009 @ 12:00 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 6/18/2009

DATE DEED FILED **NOT SOLD**

5
FILED
01/11/07 3:01
JUN 18 2009
LM
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@

SERVED STEVEN J. GRANT A/K/A STEVEN JAY GRANT

SALE WAS STAYED BEFORE SERVICE COULD BE MADE AT NEW ADDRESS GIVEN BY ATTY OFFICE 10 DEER RUN DRIVE, DUBOIS, PA

@

SERVED STACEY L. GRANT A/K/A STACEY LYNN GRANT

REG & CERT MAIL PER COURT ORDER.

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SERVED

NOW, MARCH 13, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MAY 1, 2009, DUE TO A LOAN MODIFICATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20924
NO: 08-779-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: STEVEN J. GRANT A/K/A STEVEN JAY GRANT AND STACEY L. GRANT A/K/A STACEY LYNN GRANT

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$181.84

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by Cynthia Bitter-Auerbach
Chester A. Hawkins
Sheriff

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

COUNTRY.WIDE HOME LOANS,
INC.

vs.

STEVEN J. GRANT A/K/A
STEVEN JAY GRANT
STACEY L. GRANT A/K/A
STACEY LYNN GRANT

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. 08-779-CD

No. _____

WRIT OF EXECUTION
(Mortgage Foreclosure)

PREMISES: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE, DUBOIS, PA 15801
(See Legal Description attached)

Amount Due		
Interest from 1/3/09 to Sale	\$ 73,996.19	
Per diem \$12.16		149.00
Add'l Costs		
Writ Total	\$ 3,651.22	

Will Ober

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 2/10/09
(SEAL)

177279

Received this writ this 10th day
of February A.D. 2009
At 3:00 A.M./P.M.

Chesler A. Hawkins
Sheriff by Cynthia Butler - Deafendorf

No. 08:779:CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
COUNTRYWIDE HOME LOANS, INC.

vs.

STEVEN J. GRANT A/K/A STEVEN JAY GRANT
STACEY L. GRANT A/K/A STACEY LYNN GRANT

WRIT OF EXECUTION
(Mortgage Foreclosure)

Real Debt	\$73,996.19
Costs	<u>149.00</u>
Prothly Pd.	

Int. from 1/3/09
To Date of Sale (\$12.16 per item)

Sheriff


Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

STACEY L. GRANT A/K/A
STACEY LYNN GRANT

173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE
DU BOIS, PA 15801

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly line of the premises described in the First Thereof in the deed of Imogene Watson, et al, to the Grantors herein dated April 2, 1975, and recorded in the Office of the Register and Recorder of Deeds of Clearfield County in Deed Book No. 702, page 240, said point also being on the Northerly line of an existing roadway; thence along the Northerly line of said roadway North 69 degrees 29 minutes West 185.5 feet to a point; thence by the Easterly line of land conveyed by Imogene Watson, et al., to John C. Coccimiglio, et ux North 20 degrees 31 minutes East 234.9 feet to a point; thence along the Southerly line of a 50 foot roadway South 69 degrees 29 minutes East 185.5 feet to a point; thence along the Westerly boundary line of the said premises deeded to the Grantors by Imogene Watson, et al, South 20 degrees 31 minutes West 234.9 feet to the point and place of beginning.

Containing one acre.

Also being known as Tax ID #128-C4-173.

Having erected a dwelling known as RD#3 63 Liddle Lane, Dubois, Pa 15801

TITLE TO SAID PREMISES IS VESTED IN Steven J. Grant and Stacey Grant, h/w, by Deed from Steven J. Grant, dated 03/11/2002, recorded 03/26/2002, in Deed Mortgage Inst# 200204655.

Premises being: 173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANE
DUBOIS, PA 15801

Tax Parcel No. C04-000-00173

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME STEVEN J. GRANT A/K/A STEVEN JAY GRANT

NO. 08-779-CD

NOW, June 18, 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 May 01, 2009, I expose the within described real estate of Steven J. Grant A/K/A Steven Jay Grant And Stacey L. Grant A/K/A Stacey Lynn Grant to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	20.90
LEVY	15.00
MILEAGE	20.90
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$181.84

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	73,996.19
INTEREST @ 12.1600	1,434.88
FROM 01/03/2009 TO 05/01/2009	
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	\$75,471.07

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	181.84
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	149.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$330.84

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

Phelan Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax: (215) 563-7009

Foreclosure Manager

Representing Lenders in
Pennsylvania and New Jersey

March 13, 2009

Office of the Sheriff
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: COUNTRYWIDE HOME LOANS, INC. v.
STEVEN J. GRANT and STACEY L. GRANT
173 LIDDLE ROAD A/K/A RD 3 BOX 63 LIDDLE LANEDU BOIS, PA 15801
Court No. 08-779-CD

Dear Sir/Madam:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for May 1, 2009 due to the following: Loan Modification.

Please be advised that no funds were reported to be received.

You are hereby directed to immediate discontinue the advertising of the sale and processing or posting of the Notice of Sale.

Please return the original Writ of Execution to the Prothonotary as soon as possible. In addition, please forward a copy of the cost sheet pertaining to this sale to our office via facsimile to 215-567-0072 or regular mail at your earliest convenience.

Thank you for your correspondence in this matter.

Very Truly Yours,
ELIZABETH HALLINAN for
Phelan Hallinan & Schmieg, LLP