

08-1447-CD
GMAC Mort. Vs Theodore Lanch

FILED *Atty Paid 95.00*
m 11:38 am GK
AUG 07 2008 NO CC
1 COMPL. TO
S H F F
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
LAUREN R. TABAS, ESQ., Id. No. 93337
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
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 182806

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 2008-1447-CD

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

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

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

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

3. On 07/27/2007 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR HOMECOMINGS FINANCIAL, LLC.,(F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200712367. 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 04/01/2008 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	\$38,793.19
Interest	\$1,060.01
03/01/2008 through 07/30/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$40.89
07/27/2007 to 07/30/2008	
Property Inspections	\$33.75
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$41,727.84
Escrow	
Credit	\$0.00
Deficit	\$89.28
Subtotal	<u>\$89.28</u>
TOTAL	\$41,817.12

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.

WHEREFCRE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$41,817.12, together with interest from 07/30/2008 at the rate of \$7.97 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

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

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in Pine Top, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the old Route 322 Lakes-to-Sea Highway in line of land now or late of Charles R. Freeman and now or late of Fred B. Wilson; thence South 4 degrees 15 minutes East along land now or late of Charles R. Freeman, 268 feet to a point in the corner of lands now or late of the Wesley Lansberry Estate; thence along said Lansberry Estate lands North 62 degrees 13 minutes West 135 feet to a post in the line of land now or late of Arthur Henchcliffe; thence along land now or late of Henchcliffe North 4 degrees 15 minutes East 268 feet to a stake in the Lakes-to-Sea Highway; thence along the Lakes-to-Sea Highway South 62 degrees 13 minutes East 135 feet to a post and the place of beginning.

EXCEPTING AND RESERVING THEREFROM all the coal, fire clay and other minerals, whether liquid, solid or gaseous, together with all mineral rights and privileges as contained in the deed from U.S. Refractories Corporation to Clair R. Goss, et al.

BEING the same premises previously conveyed unto Doris Jean Lauder by Deed dated September 21, 1993 from Denzel H. Lauder and Doris Jean Lauder, husband and wife, which Deed is recorded in the Recorders Office of Clearfield County at Deed Book 1557, Page 426.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions, restrictions and rights-of-way of record.

PARCEL#: 106N08-000-00062

PROPERTY BEING: 1657 PINETOP ROAD

VERIFICATION

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

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


James A. O'Brien
Attorney for Plaintiff 93337

DATE: 8/1/08

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
:
: NO. 2008-1447-CD

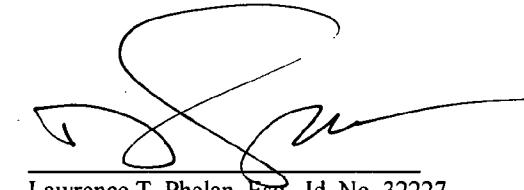
AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)

SS:

I, DANIEL G. SCHMIEG, ESQUIRE attorney for **GMAC MORTGAGE, LLC** hereby verify that true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto.

DATE: April 28, 2009


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 R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047

5
FILED
MAY 11 2009
APR 30 2009
WM A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff

Name and
Address
of Sender

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

↑

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	SSN	Postage	Fee
1		TENANT/OCCUPANT 1657 PINRTOP ROAD WOODLAND, PA 16881-8304	APR 23 2009 PHILA 3 19122 REVENUE CENTER		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830			
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105			
4		Commonwealth of Pennsylvania, Bureau of Individual Tax Inheritance Tax Division, 6 th Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128	02 TM 0004218010 APR 23 2009 MAILED FROM ZIP CODE 19111 PENNSYLVANIA UNITED STATES POSTAL SERVICE		
5		Internal Revenue Service, Federated Investors Tower 13 th Floor, Suite 1300, 1001 Liberty Avenue Pittsburgh, PA 15222			
6		Department of Public Welfare, TPL Casualty Unit Estate Recovery Program, P.O. Box 8486, Willow Oak Building Harrisburg, PA 17105			
7					
8					
9					
10					
11					
12	JVS	<i>Re: THEODORE B. LANICH</i>	182806 TEAM 3		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.	

FILED

APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1447-CD

GMAC MORTGAGE, LLC
vs
THEODORE B. LANICH

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/06/2008 HEARING: PAGE: 104511

DEFENDANT: THEODORE B. LANICH
ADDRESS: 1657 PINETOP ROAD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

03:30pm

AUG 08 2008

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 8-8-08 AT 123 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON THEODORE B. LANICH, DEFENDANT

BY HANDING TO Theodore Lanich, Scif

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

ADDRESS SERVED 1657 Pinetop rd Woodland Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR THEODORE B. LANICH

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO THEODORE B. LANICH

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

C. Hunter
Print Deputy Name

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

GMAC MORTGAGE, LLC

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: NO. 2008-1447-CD

THEODORE B. LANICH

: CLEARFIELD COUNTY

Defendant(s)

:

:

:

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: 8/13/08

FILED *mtz:cas* ^{NO} *ce*
AUG 15 2008 *60*

William A. Shaw
Prothonotary/Clerk of Courts

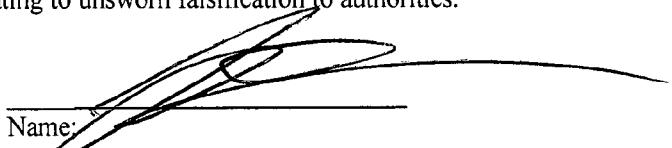
PHS #: 182806

VERIFICATION

**Jeffrey Stephan
Limited Signing Officer** hereby states that he/she is

LSO of GMAC MORTGAGE, LLC, 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.

DATE: 8-7-08

Name: 

Title: 

**Jeffrey Stephan
Limited Signing Officer**

Company: GMAC MORTGAGE, LLC

Loan: 0473824381

File #: 182806

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

GMAC MORTGAGE, LLC

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

vs.

THEODORE B. LANICH

NO. 2008-1447-CD

Defendant(s)

CLEARFIELD COUNTY

CERTIFICATE OF SERVICE

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

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By: 
Francis S. Hallinan, Esquire

Date: 8/13/08

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center Plaza
1617 JFK Boulevard, Ste.1400
Philadelphia, PA 19103
(215) 320-0007

Attorney for Plaintiff

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

ATTORNEY FILE COPY
PLEASE RETURN

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

: NO. 2008-1447-CD

:

:

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

TO THE PROTHONOTARY: **ATTORNEY FILE COPY
PLEASE RETURN**

Kindly enter judgment in favor of the Plaintiff and against **THEODORE B. LANICH**, 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	\$41,817.12
Interest - 07/31/2008 - 11/03/2008	<u>\$765.12</u>
TOTAL	\$42,582.24

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.

ATTORNEY FILE COPY
PLEASE RETURN


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: Nov. 5, 2008



PHS# 182806

PRO PROTHY

FILED
NOV 05 2008
AM 11:55 AM
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO
DEPT.

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

GMAC MORTGAGE, LLC

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

NO. 2008-1447-CD

v.
THEODORE B. LANICH

CLEARFIELD COUNTY

Defendant(s)

TO: THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

FILE COPY

DATE OF NOTICE: October 23, 2008

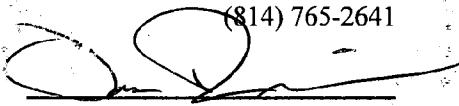
THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT 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


JASON RICCO
Legal Assistant

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center Plaza
1617 JFK Boulevard, Ste.1400
Philadelphia, PA 19103
(215) 320-0007

Attorney for Plaintiff

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

: **CLEARFIELD COUNTY**
:
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-1447-CD**
:
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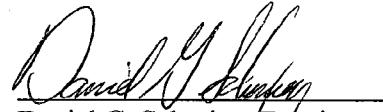
VERIFICATION OF NON-MILITARY SERVICE

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 **THEODORE B. LANICH** is over 18 years of age and resides at **1657 PINETOP ROAD, WOODLAND, PA 16881-8304**.

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

: **CLEARFIELD COUNTY**
:
: **COURT OF COMMON PLEAS**
:
:
: **CIVIL DIVISION**
:
: **NO. 2008-1447-CD**
:
:

Notice is given that a Judgment in the above captioned matter has been entered
against you on Nov. 5, 2008.

By: W.D. 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, Ste. 1400
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.****

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104511
NO. 08-1447-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE, LLC
VS.
DEFENDANT: THEODORE B. LANICH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	719018	10.00
SHERIFF HAWKINS	PHELAN	719018	23.85

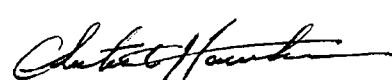
S
FILED
019.00 LM
JAN 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-1447-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$43,050.74
Interest from 11/4/08 to Sale	\$135.00
Per diem \$7.00	\$
Add'l Costs	\$468.50
Writ Total	\$

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

182806

cc: Plaintiff
FILED
03/05/2009 w/prop. desc.
MAY 07 2009 to Sheriff
B64
William A. Shaw
Prothonotary/Clerk of Courts
No fee-Amended

No. 2008-1447.CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

PRAECIPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

Filed:

DANIEL G. SCHMID, ESQUIRE
Attorney for Plaintiff

Address: THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

Prothonotary/Clerk of Courts
William A. Shaw

MAY 07 2009

FILED

OPY

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

No. 2008-1447-CD

No.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 1657 PINETOP ROAD, WOODLAND, PA 16881-8304

(See Legal Description attached)

Amount Due	
Prothonotary costs	\$43,050.74 135.00
Interest from 11/4/08 to Sale	\$ _____.
Per diem \$7.00	\$ _____.
Add'l Costs	\$468.50
Writ Total	\$ _____.

Willie Shaefer
OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 5/7/09
(SEAL)

182806

No. 2008-1447-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

51

THEODORE B. LANICH

WRIT OF EXECUTION
(Mortgage Foreclosure)

Int. from 11/4/08
To Date of Sale (\$7.00 per diem)

Costs

Prothy Pd

Sheriff

DANIEL G. SCHMID
Attorney for Plaintiff

Address: THEODORE D. LARICK
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in Pine Top, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the old Route 322 Lakes-to-Sea Highway in line of land now or late of Charles R. Freeman and now or late of Fred B. Wilson; thence South 4 degrees 15 minutes East along land now or late of Charles R. Freeman, 268 feet to a point in the corner of lands now or late of the Wesley Lansberry Estate; thence along said Lansberry Estate lands North 62 degrees 13 minutes West 135 feet to a post in the line of land now or late of Arthur Henchcliffe; thence along land now or late of Henchcliffe North 4 degrees 15 minutes East 268 feet to a stake in the Lakes-to-Sea Highway; thence along the Lakes-to-Sea Highway South 62 degrees 13 minutes East 135 feet to a post and the place of beginning.

Excepting and Reserving therefrom all the coal, fireclay and other minerals, whether liquid, solid or gaseous, together with all mineral rights and privileges as contained in the Deed from U.S. Refractories Corporation to Clair R. Goss, et al.

TITLE TO SAID PREMISES IS VESTED IN Theodore B. Lanich, an adult individual, by Deed from Kimberly Ann McDowell and Norman L. McDowell, her husband, dated 07/27/2007, recorded 07/30/2007 in Instrument Number 200712366.

**Premises being: 1657 PINRTOP ROAD
WOODLAND, PA 16881-8304**

Tax Parcel No. 106N08-000-00062

FILED *(initials)*

MAY 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

No 41c

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
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC	:	Court of Common Pleas
Plaintiff	:	Civil Division
v.	:	CLEARFIELD County
THEODORE B. LANICH	:	No. 2008-1447-CD
Defendant	:	

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorneys, Phelan Hallinan & Schmieg, LLP, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on August 7, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on November 5, 2008 in the amount of \$42,582.24. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on June 5, 2009.

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

Principal Balance	\$38,793.19
Interest Through June 5, 2009	\$3,668.78
Per Diem \$7.97	
Late Charges	\$0.00
Legal fees	\$1,250.00
Cost of Suit and Title	\$885.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$114.30
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$1,587.19
 TOTAL	 \$46,298.46

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

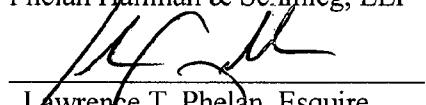
7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 5-12-09

Phelan Hallinan & Schmieg, LLP

By: 

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire 104205047
ATTORNEY FOR PLAINTIFF

Exhibit “A”

FILED
AUG 07 2006
11:38 am
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
LAUREN R. TABAS, ESQ., Id. No. 93337
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
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 182806

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

Plaintiff

v.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1447-CD

CLEARFIELD COUNTY

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

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

*ATTORNEY FILE COPY
PLEASE RETURN*

NOTICE

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

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

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

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

Notice to Defend:
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

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

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

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

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

3. On 07/27/2007 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR HOMECOMINGS FINANCIAL, LLC.,(F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200712367. 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 04/01/2008 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:

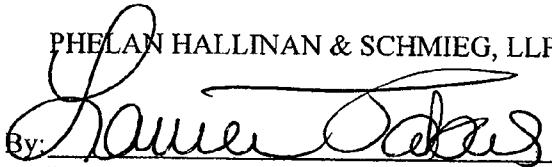
Principal Balance	\$38,793.19
Interest 03/01/2008 through 07/30/2008	\$1,060.01
Attorney's Fees	\$1,250.00
Cumulative Late Charges 07/27/2007 to 07/30/2008	\$40.89
Property Inspections	\$33.75
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$41,727.84
Escrow	
Credit	\$0.00
Deficit	\$89.28
Subtotal	<u>\$89.28</u>
TOTAL	\$41,817.12

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$41,817.12, together with interest from 07/30/2008 at the rate of \$7.97 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Lawrence T. Phelan
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
LAUREN R. TABAS, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in Pine Top, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the old Route 322 Lakes-to-Sea Highway in line of land now or late of Charles R. Freeman and now or late of Fred B. Wilson; thence South 4 degrees 15 minutes East along land now or late of Charles R. Freeman, 268 feet to a point in the corner of lands now or late of the Wesley Lansberry Estate; thence along said Lansberry Estate lands North 62 degrees 13 minutes West 135 feet to a post in the line of land now or late of Arthur Henchcliffe; thence along land now or late of Henchcliffe North 4 degrees 15 minutes East 268 feet to a stake in the Lakes-to-Sea Highway; thence along the Lakes-to-Sea Highway South 62 degrees 13 minutes East 135 feet to a post and the place of beginning.

EXCEPTING AND RESERVING THEREFROM all the coal, fire clay and other minerals, whether liquid, solid or gaseous, together with all mineral rights and privileges as contained in the deed from U.S. Refractories Corporation to Clair R. Goss, et al.

BEING the same premises previously conveyed unto Doris Jean Lauder by Deed dated September 21, 1993 from Denzel H. Lauder and Doris Jean Lauder, husband and wife, which Deed is recorded in the Recorders Office of Clearfield County at Deed Book 1557, Page 426.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions, restrictions and rights-of-way of record.

PARCEL#: 106N08-000-00062

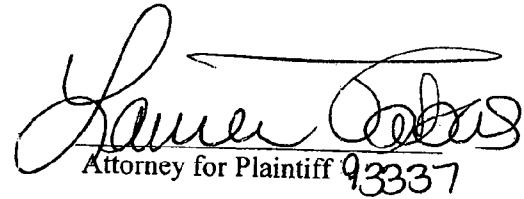
PROPERTY BEING: 1657 PINETOP ROAD

VERIFICATION

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

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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


Laure Cates
Attorney for Plaintiff 93337

DATE: 8/1/06

Exhibit “B”

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
One Penn Center Plaza
1617 JFK Boulevard, Ste.1400
Philadelphia, PA 19103
(215) 320-0007

Attorney for Plaintiff

GMAC MORTGAGE, LLC

vs.

**THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304**

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION** *filed*
: **NO. 2008-1447-CD** *11/5/2008*
:
:

**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 **THEODORE B. LANICH**, 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	\$41,817.12
Interest - 07/31/2008 - 11/03/2008	<u>\$765.12</u>
TOTAL	\$42,582.24

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, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: _____

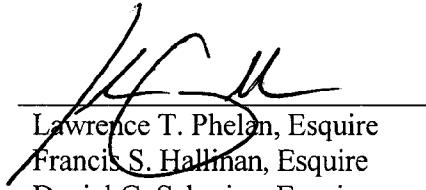
PHS# 182806

PRO PROTHY

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this action, that I am authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of my knowledge, information and belief. The undersigned understands that this statement herein is made subject to the sworn penalties of 18 Pa.C.S. 4904 relating to the unsworn falsification of authorities.

DATE: 5-12-09

By: 

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
✓ Joshua I. Goldman, Esquire D#2050417
ATTORNEY FOR PLAINTIFF

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
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Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC	:	Court of Common Pleas
Plaintiff	:	Civil Division
v.	:	CLEARFIELD County
THEODORE B. LANICH	:	No. 2008-1447-CD
Defendant	:	

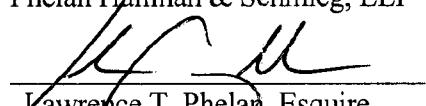
CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

DATE: 5-12-06

Phelan Hallinan & Schmieg, LLP

By: 

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jari, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
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Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire *104205047*
ATTORNEY FOR PLAINTIFF

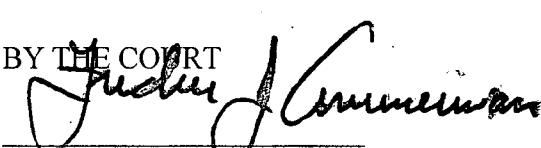
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GMAC MORTGAGE, LLC : Court of Common Pleas
Plaintiff :
: Civil Division
v. :
: CLEARFIELD County
THEODORE B. LANICH :
: No. 2008-1447-CD
Defendant :
:

RULE

AND NOW, this 14th day of MAY 2009, a Rule is entered upon the
Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to
Reassess Damages.

Rule Returnable on the 19th day of June 2009, at 1:45 p.m. in the Clearfield
County Courthouse, Clearfield, Pennsylvania. Courtroom # 1

BY THE COURT

J.

182806

FILED ^{1CC}
074:00:301 MAY 14 2009 Atty Goldman
S 
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/14/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

*cc: [unclear]
15 minutes*

5/11/09
FILED
MAY 21 2009
William A. Shaw
Prothonotary/Clerk of Courts
SC

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
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC	:	Court of Common Pleas
Plaintiff	:	Civil Division
v.	:	CLEARFIELD County
THEODORE B. LANICH	:	No. 2008-1447-CD
Defendant	:	

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's May 14, 2009 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

DATE: 5-20-09


Phelan Hallinan & Schmieg, LLP

By:

Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
ATTORNEY FOR PLAINTIFF

FILED

MAY 21 2009

William A. Shaw
Prothonotary/Clerk of Courts

10-04-77

FILED 2cc
01:54 301 JUN 19 2009 Piff's Atty
S William A. Shaw
Prothonotary/Clerk of Courts
60

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC	:	Court of Common Pleas
Plaintiff	:	Civil Division
v.	:	CLEARFIELD County
THEODORE B. LANICH	:	No. 2008-1447-CD
Defendant	:	

ORDER

AND NOW, this 19th day of June, 2009 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$38,793.19
Interest Through June 5, 2009	\$3,668.78
Per Diem \$7.97	
Late Charges	\$0.00
Legal fees	\$1,250.00
Cost of Suit and Title	\$885.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$114.30
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	

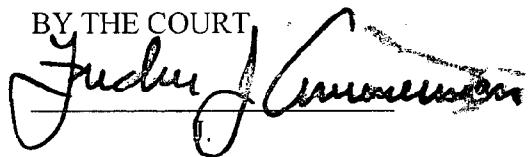
ORIGINAL

Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$1,587.19</u>
TOTAL	\$46,298.46

Plus interest from June 5, 2009 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



FILED NOCC
m10/10/01
JUN 29 2009
William A. Shaw
Prothonotary/Clerk of Courts
LS

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
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Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
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Chrisovalante P. Fliakos, Esq., Id. No. 94620
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1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC	:	Court of Common Pleas
Plaintiff	:	Civil Division
v.	:	CLEARFIELD County
THEODORE B. LANICH	:	No. 2008-1447-CD
Defendant	:	

CERTIFICATION OF SERVICE

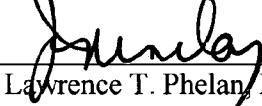
I hereby certify that a true and correct copy of the Court's June 19, 2009 Order was served upon the following individuals on the date indicated below.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

DATE: 6/26/09

By:

Phelan Hallinan & Schmieg, LLP


John Denley
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Remano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L. Spivack, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
ATTORNEY FOR PLAINTIFF

FILED

JUN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-1447-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	
Interest from 11/4/08 to Sale	\$43,050.74
Per diem \$7.00	135.00
Add'l Costs	\$468.50
Writ Total	\$


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

182806

FILED 100 @ 6 w/nts
M 12:53 PM MAR 24 2009 w/prop. desc.
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00
GW

No. 2008-1447-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

FILED

MAR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

vs.

THEODORE B. LANICH

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

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

GMAC MORTGAGE, LLC
1100 VIRGINA DRIVE P.O. BOX 8300
FORT WASHINGTON, PA 19034

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

Plaintiff,

:
: **CIVIL DIVISION**

v.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

:
: **NO. 2008-1447-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

GMAC MORTGAGE, LLC
1100 VIRGINA DRIVE P.O. BOX 8300
FORT WASHINGTON, PA 19034

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Plaintiff,

v.

THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

CIVIL DIVISION

NO. 2008-1447-CD

Defendant(s).

:

:

AFFIDAVIT PURSUANT TO RULE 3129.1

GMAC MORTGAGE, LLC, 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 **1657 PINRTOP ROAD, WOODLAND, PA 16881-8304**.

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

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

THEODORE B. LANICH **1657 PINETOP ROAD**
WOODLAND, PA 16881-8304

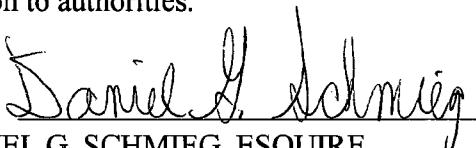
2. Name and address of Defendant(s) in the judgment:

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.

MARCH 18,2009
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE P.O. BOX 8300
FORT WASHINGTON, PA 19034**

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

Plaintiff,

V.

**THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304**

CIVIL DIVISION

Defendant(s).

• • •

AFFIDAVIT PURSUANT TO RULE 3129.1

GMAC MORTGAGE, LLC, 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 **1657 PINRTOP ROAD, WOODLAND, PA 16881-8304**.

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.)

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.)

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.)

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.)

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

1657 PINRTOP ROAD
WOODLAND, PA 16881-8304

DOMESTIC RELATIONS
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

COMMONWEALTH OF
PENNSYLVANIA

DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

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

Internal Revenue Service
Federated Investors Tower

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

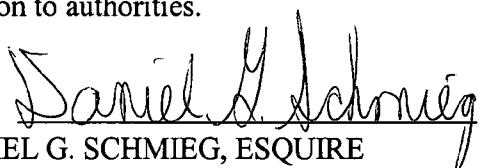
Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program

P.O. Box 8486
Willow Oak Building
Harrisburg, PA 17105

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MARCH 18, 2009

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

COPY

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____

No. 2008-1447-CD

No. _____

WRIT OF EXECUTION
(Mortgage Foreclosure)

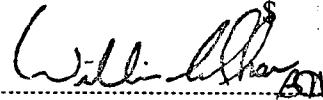
Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 1657 PINRTOP ROAD, WOODLAND, PA 16881-8304
(See Legal Description attached)

Amount Due	
Interest from 11/4/08 to Sale	\$43,050.74
Per diem \$7.00	135.00
Add'l Costs	\$
Writ Total	\$468.50



OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 3/24/09
(SEAL)

182806

No. 2008-1447-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

WRT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$43,050.74

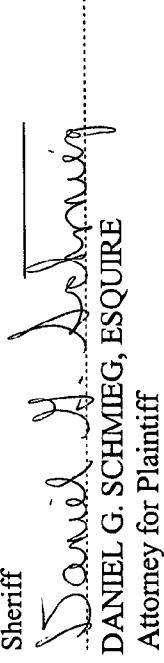
Int. from 11/4/08
To Date of Sale (\$7.00 per diem)

Costs

Prothy Pd.

135.00 Prothonotary costs

Sheriff


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in Pine Top, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the old Route 322 Lakes-to-Sea Highway in line of land now or late of Charles R. Freeman and now or late of Fred B. Wilson; thence South 4 degrees 15 minutes East along land now or late of Charles R. Freeman, 268 feet to a point in the corner of lands now or late of the Wesley Lansberry Estate; thence along said Lansberry Estate lands North 62 degrees 13 minutes West 135 feet to a post in the line of land now or late of Arthur Henchcliffe; thence along land now or late of Henchcliffe North 4 degrees 15 minutes East 268 feet to a stake in the Lakes-to Sea Highway; thence along the Lakes-to-Sea Highway South 62 degrees 13 minutes East 135 feet to a post and the place of beginning.

Excepting and Reserving therefrom all the coal, fireclay and other minerals, whether liquid, solid or gaseous, together with all mineral rights and privileges as contained in the Deed from U.S. Refractories Corporation to Clair R. Goss, et al.

TITLE TO SAID PREMISES IS VESTED IN Theodore B. Lanich, an adult individual, by Deed from Kimberly Ann McDowell and Norman L. McDowell, her husband, dated 07/27/2007, recorded 07/30/2007 in Instrument Number 200712366.

Premises being: 1657 PINRTOP ROAD
WOODLAND, PA 16881-8304

Tax Parcel No. 106N08-000-00062

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20951
NO: 08-1447-CD

PLAINTIFF: GMAC MORTGAGE, LLC

vs.

DEFENDANT: THEODORE B. LANICH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/24/2009

LEVY TAKEN 5/14/2009 @ 9:23 AM

POSTED 5/14/2009 @ 9:23 AM

SALE HELD 7/10/2009

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$40,000.00 PLUS COSTS

WRIT RETURNED 7/31/2009

DATE DEED FILED 7/31/2009

PROPERTY ADDRESS 1657 PINETOP ROAD WOODLAND, PA 16881

SERVICES

5/14/2009 @ 9:23 AM SERVED THEODORE B. LANICH

SERVED THEODORE B. LANICH, DEFENDANT, AT HIS RESIDENCE 1657 PINETOP ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THEODORE B. LANICH

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

FILED

07/31/2009
JUL 31 2009

5
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20951
NO: 08-1447-CD

PLAINTIFF: GMAC MORTGAGE, LLC

vs.

DEFENDANT: THEODORE B. LANICH

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$1,036.04

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

Chester Hawkins
Ivy Annthea Bitter - Deponent
Chester A. Hawkins
Sheriff

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.
No. 2008-1447-CD
No.

**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 1657 PINETOP ROAD, WOODLAND, PA 16881-8304
(See Legal Description attached)

Amount Due

Interest from 11/4/08 to Sale
Per diem \$7.00
Add'l Costs
Writ Total

Prothonotary costs \$43,050.74
135.00
\$ _____

\$468.50

\$

Will H. Hargan
OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 5/7/09
(SEAL)

182806

Received this writ this 8th day
of May A.D. 2009
At 3:00 A.M./P.M.

Chesler A. Hawkins
Sheriff *by Cynthia Butler, Deputy Sheriff*

No. 2008.1447:CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

WRIT OF EXECUTION
(Mortgage Foreclosure)

Real Debt \$43,050.74

Int. from 11/4/08
To Date of Sale (\$7.00 per diem)

Costs _____

Prothry Rd. 135.00

Costs

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Sheriff
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff
Address: THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

Received this with this
gab _____
G. A. V. D. _____
A. V. M. A. _____
M. M. _____

LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in Pine Top, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the old Route 322 Lakes-to-Sea Highway in line of land now or late of Charles R. Freeman and now or late of Fred B. Wilson; thence South 4 degrees 15 minutes East along land now or late of Charles R. Freeman, 268 feet to a point in the corner of lands now or late of the Wesley Lansberry Estate; thence along said Lansberry Estate lands North 62 degrees 13 minutes West 135 feet to a post in the line of land now or late of Arthur Henchcliffe; thence along land now or late of Henchcliffe North 4 degrees 15 minutes East 268 feet to a stake in the Lakes-to-Sea Highway; thence along the Lakes-to-Sea Highway South 62 degrees 13 minutes East 135 feet to a post and the place of beginning.

Excepting and Reserving therefrom all the coal, fireclay and other minerals, whether liquid, solid or gaseous, together with all mineral rights and privileges as contained in the Deed from U.S. Refractories Corporation to Clair R. Goss, et al.

TITLE TO SAID PREMISES IS VESTED IN Theodore B. Lanich, an adult individual, by Deed from Kimberly Ann McDowell and Norman L. McDowell, her husband, dated 07/27/2007, recorded 07/30/2007 in Instrument Number 200712366.

Premises being: 1657 PINRTOP ROAD
WOODLAND, PA 16881-8304

Tax Parcel No. 106N08-000-00062

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

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____

No. 2008-1447-CD

No. _____

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 1657 PINRTOP ROAD, WOODLAND, PA 16881-8304
(See Legal Description attached)

Amount Due	
Interest from 11/4/08 to Sale	\$43,050.74
Per diem \$7.00	Prothonotary costs 135.00
Add'l Costs	\$ _____
Writ Total	\$468.50

Willie L. Hall

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 31/24/09
(SEAL)

182806

No. 2008-1447-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC

vs.

THEODORE B. LANICH

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs	_____
Real Debt	\$43,050.74
Int. from 1/1/08 To Date of Sale (\$7.00 per diem)	
Costs	_____
Protho Pd.	<u>135.00</u> Prothonotary costs
Sheriff	
DANIEL G. SCHMIEG, ESQUIRE	
Attorney for Plaintiff	

Address: THEODORE B. LANICH
1657 PINETOP ROAD
WOODLAND, PA 16881-8304

LEGAL DESCRIPTION

ALL that certain piece or parcel of land located in Pine Top, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at the old Route 322 Lakes-to-Sea Highway in line of land now or late of Charles R. Freeman and now or late of Fred B. Wilson; thence South 4 degrees 15 minutes East along land now or late of Charles R. Freeman, 268 feet to a point in the corner of lands now or late of the Wesley Lansberry Estate; thence along said Lansberry Estate lands North 62 degrees 13 minutes West 135 feet to a post in the line of land now or late of Arthur Henchcliffe; thence along land now or late of Henchcliffe North 4 degrees 15 minutes East 268 feet to a stake in the Lakes-to Sea Highway; thence along the Lakes-to-Sea Highway South 62 degrees 13 minutes East 135 feet to a post and the place of beginning.

Excepting and Reserving therefrom all the coal, fireclay and other minerals, whether liquid, solid or gaseous, together with all mineral rights and privileges as contained in the Deed from U.S. Refractories Corporation to Clair R. Goss, et al.

TITLE TO SAID PREMISES IS VESTED IN Theodore B. Lanich, an adult individual, by Deed from Kimberly Ann McDowell and Norman L. McDowell, her husband, dated 07/27/2007, recorded 07/30/2007 in Instrument Number 200712366.

Premises being: 1657 PINRTOP ROAD
WOODLAND, PA 16881-8304

Tax Parcel No. 106N08-000-00062

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME THEODORE B. LANICH

NO. 08-1447-CD

NOW, July 31, 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 July 10, 2009, I exposed the within described real estate of Theodore B. Lanich to public venue or outcry at which time and place I sold the same to FANNIE MAE he/she being the highest bidder, for the sum of \$40,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	5.50
LEVY	15.00
MILEAGE	5.50
POSTING	15.00
CSDS	10.00
COMMISSION	800.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	40,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	
MISCELLANEOUS	25.00
TOTAL SHERIFF COSTS	\$1,036.04

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	43,050.74
INTEREST @ 7.0000 %	1,736.00
FROM 11/04/2008 TO 07/10/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$44,806.74
COSTS:	
ADVERTISING	388.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	1,036.04
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,976.29

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