

08-1564-CD
Chase Home Fin vs Denise Confer al

FILED Atty pd.
m/10:36/8/08 \$95.00
AUG 21 2008 2cc 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. 31760
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 18-717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

File #: 184717

OCT. 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service. W. A. Shaw
Deputy Prothonotary

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-1564-CD

CLEARFIELD COUNTY

JAN 29, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service. W. A. Shaw GIC
Deputy Prothonotary

MARCH 10, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service. W. 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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1566 Page 167.

PARCEL NO. 1100-509-540-0021

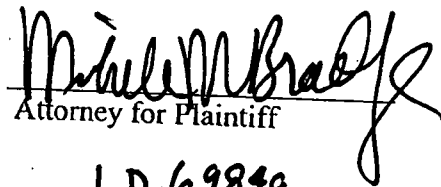
PROPERTY BEING: 160 HILLCREST STREET

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

1.D.69849

DATE: 8/20/08

FILED

AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

[Handwritten signature]

2008.08.21

2008/08/21

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE, LLC

vs

SERVICE # 2 OF 2

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/20/2008 HEARING: PAGE: 104558

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER
ADDRESS: 160 HILLCREST ST.
WINBURNE, PA 16879

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8/27/08

House Empty
H sale sign in yard.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 9/2/08 AT 330 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]
Deputy Signature

S. Hunter
Print Deputy Name

FILED
9/3/2008
SEP 02 2008
William A. Shaw
Prothonotary/Clerk of Courts

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104558**

DEAR JOHN P. CONFER aka JOHN PAUL CONFER

Would you please contact the Sheriff's Office EXTENSION 1360 concerning legal papers we have for you

When you call, please give your name and the case # noted above (104558) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
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Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-1564-CD

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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JOHN P. CONFER
A/K/A JOHN PAUL CONFER
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PHELAN HALLINAN & SCHMIEG, LLP

By:



LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

DANIEL G. SCHMIEG, ESQUIRE

✓ MICHELE M. BRADFORD, ESQUIRE 1.D. 69849

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

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BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

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ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

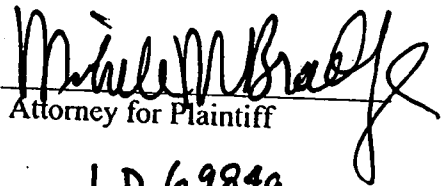
PROPERTY BEING: 160 HILLCREST STREET

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

1.D.69849

DATE: 8/20/08

FILED

SEP 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1564-CD

CHASE HOME FINANCE, LLC

vs

SERVICE # 1 OF 2

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/20/2008

HEARING:

PAGE: 104558

DEFENDANT:

DENISE L. CONFER

ADDRESS:

160 HILLCREST ST.

WINBURNE, PA 16879

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

01312008
SEP 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8/27/08

House empty.
4 sale sign in
yard.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 9/2/08 AT 330 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE house empty

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter

Print Deputy Name

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104558**

DEAR DENISE L. CONFER

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104558**) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

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

AUG 21 2008

Attest.

William E. 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
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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 08-1564-CD

CLEARFIELD COUNTY

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

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

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.

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Pennsylvania Bar Association
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Harrisburg, PA 17108
800-692-7375

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

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RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

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

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

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

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

1. Plaintiff is

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURN, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
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Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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: 
LAURENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
✓ MICHELE M. BRADFORD, ESQUIRE 1.D. 69849
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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

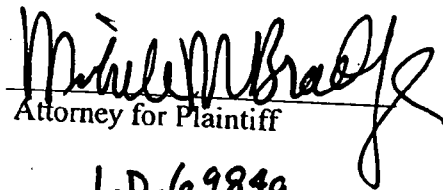
PROPERTY BEING: 160 HILLCREST STREET

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

1.D.69849

DATE: 8/20/08

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

CHASE HOME FINANCE LLC

Plaintiff

vs.

DENISE L. CONFER
JOHN P. CONFER

Defendant(s)

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2008-1564-CD
:
: CLEARFIELD COUNTY
:
:
:

PRAECIPE TO SUBSTITUTE VERIFICATION
TO CIVIL ACTION COMPLAINT
IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

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

Date: 10/02/08

PHS #: 184717

FILED No. CC
OCT 06 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
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC

Plaintiff

vs.

**DENISE L. CONFER
JOHN P. CONFER**

Defendant(s)

: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-1564-CD**
:
: **CLEARFIELD COUNTY**
:
:
:

CERTIFICATE OF SERVICE

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

DENISE L. CONFER
160 HILLCREST STREET
WINBURNE, PA 16879-0000

JOHN P. CONFER
160 HILLCREST STREET
WINBURNE, PA 16879-0000

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

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

Date: 10/02/08

VERIFICATION

Whitney K. Cook

hereby states that he/she is

Assistant Secretary of CHASE HOME FINANCE 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:

8/29/08

Name:

Whitney K. Cook

Title:

Assistant Secretary

Company: CHASE HOME FINANCE LLC

Loan: 1919762354

File #: 184717

FILED

OCT 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED AUG 21 2008

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

CHASE HOME FINANCE LLC
Plaintiff

vs.

DENISE L. CONFER
JOHN P. CONFER

Defendants

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

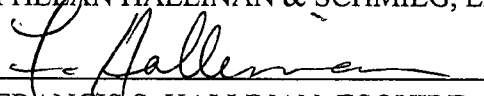
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: No. 2008-1564-CD
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⁵ **FILED** ^{FD}
OCT 14 2008
11:45 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 SENT. W/REINSTATE
COMPLAINT TO
ATTY
7 REINSTATE
COMPLAINT
TO SHAW

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.

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

Date: October 13, 2008

/cvc, Svc Dept.
File# 184717

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # of 1 Services

Sheriff Docket # **104786**

CHASE HOME FINANCE LLC

Case # 08-1564-CD

vs.

DENISE L. CONFER AND JOHN P. CONFER A/K/A JOHN PAUL CONFER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 05, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO , DEFENDANT.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
	NO COSTS		

^S
FILED
011:50 CM
DEC 09 2008
(CM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

FILED
10:36
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

OCT 14 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will
Deputy Prothonotary

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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CHASE HOME FINANCE LLC
3415 VISION DRIVE
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Plaintiff

v.

DENISE L. CONFER
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A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant

ATTORNEY FILE COPY
PLEASE RETURN

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the
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184717

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COLUMBUS, OH 43219

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NO.

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A/K/A JOHN PAUL CONFER
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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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 I.D. 69849
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
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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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86 \frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3 \frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86 \frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3 \frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhower, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

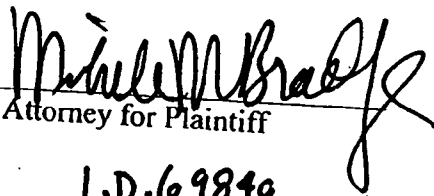
PARCEL NO. 1100-509-540-0021

PROPERTY BEING: 160 HILLCREST STREET

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

I.D. 69849

DATE: 8/20/08

FILED
OCT 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

OCT 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

GA
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant

**ATTORNEY FILE COPY
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**CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE**

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

PHELAN HALLINAN & SCHMIEG, LLP
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184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

Notice to Defend:
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Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
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By: 
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
✓ MICHELE M. BRADFORD, ESQUIRE 1-D-69849
JUDITH T. ROMANO, ESQUIRE
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JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

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PARCEL NO. 1100-509-540-0021

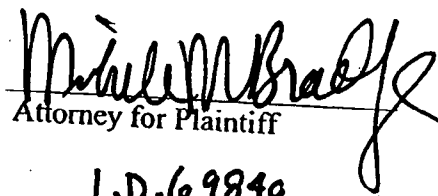
PROPERTY BEING: 160 HILLCREST STREET

VERIFICATION

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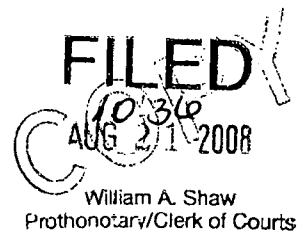
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Attorney for Plaintiff

1.D.69849

DATE: 8/20/08



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

OCT 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Oct-14, 2008 Document
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~
for service.

[Signature]
Deputy Prothonotary

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant

**ATTORNEY FILE COPY
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**CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE**

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

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(215) 563-7000 184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
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WINBURNE, PA 16879

CLEARFIELD COUNTY

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CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
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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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merriett and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86 \frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3 \frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86 \frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3 \frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchanan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

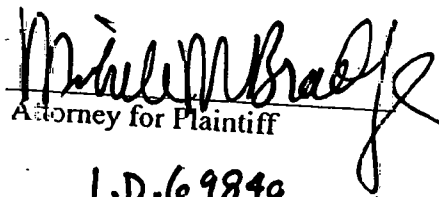
PROPERTY BEING: 160 HILLCREST STREET

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.

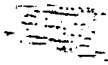

Attorney for Plaintiff
I.D. 69849

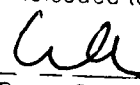
DATE: 8/20/08

FILED
1030
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

Attest.  William A. Shaw
Prothonotary/
Clerk of Courts

OCT 14 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service 
Empty Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 2008-1564-CD

CLEARFIELD COUNTY

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

**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

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER

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

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PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2003	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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.
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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.

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By 
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✓ MICHELE M. BRADFORD, ESQUIRE I.D. 69849
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PETER MULCAHY, ESQUIRE
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JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

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PARCEL NO. 1100-509-540-0021

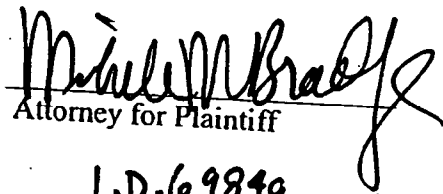
PROPERTY BEING: 160 HILLCREST STREET

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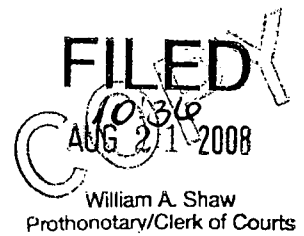
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Attorney for Plaintiff

1.D.69849

DATE: 8/20/08



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

OCT 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

OCT 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
[Signature]
Deputy Prothonotary

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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant

**ATTORNEY FILE COPY
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**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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
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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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86 \frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3 \frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86 \frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3 \frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchanan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

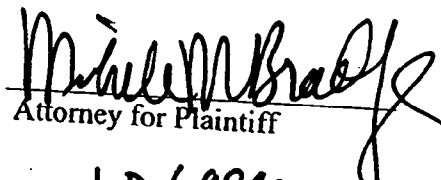
PROPERTY BEING: 160 HILLCREST STREET

VERIFICATION

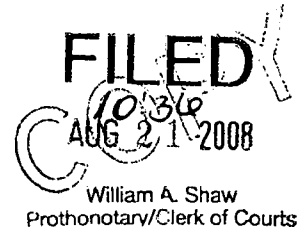
I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), 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
1.D.69849

DATE: 8/20/08



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

OCT 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Dec. 14, 2008 Document
Reinstated to Sheriff/Attorney
for service

William A. Shaw

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 140C
PHILADELPHIA, PA 19103
(215) 563-7000 184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 2008-1564-CD

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

**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

PHELAN HALLINAN & SCHMIEG, LLP
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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

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PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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.
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By: 
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
✓ MICHELE M. BRADFORD, ESQUIRE I.D. 69849
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

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BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

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PARCEL NO. 1100-509-540-0021

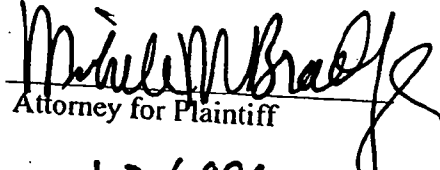
PROPERTY BEING: 160 HILLCREST STREET

VERIFICATION

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Attorney for Plaintiff
I.D. 69849

DATE: 8/20/08

FILED
1030
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

OCT. 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

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

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant

ATTORNEY FILE COPY
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CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

We hereby certify the
within to be a true and
correct copy of the
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(215) 563-7000 _____ 184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

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JOHN P. CONFER
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160 HILLCREST STREET
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CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
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160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1.D. 69849
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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

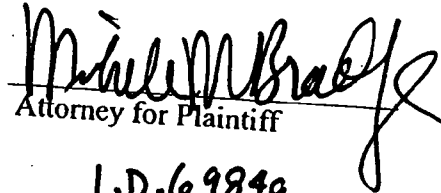
BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhower, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

PROPERTY BEING: 160 HILLCREST STREET

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
I.D.-69849

DATE: 8/20/08

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

CHASE HOME FINANCE LLC
Plaintiff

vs.

DENISE L. CONFER
JOHN P. CONFER

Defendants

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

:
: No. 2008-1564-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.

PHELAN HALLINAN & SCHMIEG, LLP

By: _____

Francis S. Hallinan, Esquire
Lawrence T. Phelan, Esquire
Daniel G. Schmieg, Esquire
Attorneys for Plaintiff

Date: January 21, 2009

/lxh, Svc Dept.
File# 184717

FILED

JAN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 7.00
1 Compl. Reinstated
to Atty

10 Compl. Reinstated
to Sheriff

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 1 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 160 HILLCREST ST.
WINBURNE, PA 16879

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED" }

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS?

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8³⁰ (AM) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS / SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

9
FILED
0134781
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 2 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER

ADDRESS: 160 HILLCREST ST.
WINBURNE, PA 16879

ALTERNATE ADDRESS ATTEMPT-(3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED
01/31/2009
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8³⁰ (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 3 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 924 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED" }

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8³⁰ (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

FILED
013:47871
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 4 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER
ADDRESS: 924 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8:30 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

FILED

02/13/2009
FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 5 OF 10

DENISE L. CONFER and JOHN.P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 927 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8:30 (AM) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE NO attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

FILED
02/10/2009
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 6 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER
ADDRESS: 927 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 830 (AM) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED
02/13/09 4:47 PM
FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 7 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 342 PINE GROVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8³⁰ AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE NO attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 8 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER

ADDRESS: 342 PINE GROVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES ("DIVORCED")

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

5
FILED
02/03/2009
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8³⁰ (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE NO attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 9 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009 HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 1213 DOREY ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 8³⁰ (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED
013:476X
FEB 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 10 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/08/2009

HEARING:

PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHNPAUL CONFER

ADDRESS: 1213 DOREY ST

CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

013:47/51
FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHNPAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHNPAUL CONFER

AT (ADDRESS) _____

NOW 2-10-09 AT 830 (AM) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHNPAUL CONFER

REASON UNABLE TO LOCATE No attempts

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 1 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 *ASAP* HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 160 HILLCREST ST.
WINBURNE, PA 16879

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

0/3:202m
MAR -2 2009

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

AMENDED

SHERIFF'S RETURN

NOW 3-2-09 AT 2:50 PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE EXPIRE

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHalen
Deputy Signature

GEORGE F. DeHALEN
Print Deputy Name

FILED
1034
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

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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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184717

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

OCT 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *[Signature]*
Deputy Prothonotary

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
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**CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE**

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

File #: 184717

1/29/02 Document
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for service. *[Signature]*
Deputy Prothonotary

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184717

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3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

Notice to Defend:
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Clearfield County Courthouse
2nd and Market Streets
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814-765-2641 x 5982

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PLAINTIFF WILL OBTAIN AND PROVIDE
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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
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Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
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TOTAL	\$52,397.08


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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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849

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ANDREW SPIVACK, ESQUIRE

JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhower, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

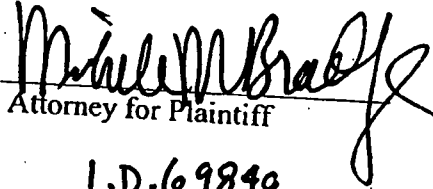
PROPERTY BEING: 160 HILLCREST STREET

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

I.D. 69849

DATE: 8/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

VS

SERVICE # 2 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 *ASAP* HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER
ADDRESS: 160 HILLCREST ST.
WINBURNE, PA 16879

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

William A. Shaw
Notary Public/Clerk of Courts

5
FILED
03:20 PM
MAR -2 2009
LSM

AMENDED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George J. Lexkuen
Deputy Signature

George J. Lexkuen
Print Deputy Name

FILED
10/3/08
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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184717

CHASE HOME FINANCE LLC
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COLUMBUS, OH 43219

Plaintiff

v.

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A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
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Defendant
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COMPLAINT IN MORTGAGE FORECLOSURE**

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TERM

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COLUMBUS, OH 43219

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

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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 02/01/2008 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	\$48,444.26
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01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
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10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

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PHELAN HALLINAN & SCHMIEG, LLP

By:


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FRANCIS S. HALLINAN, ESQUIRE
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ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

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BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86 \frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3 \frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86 \frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3 \frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

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ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

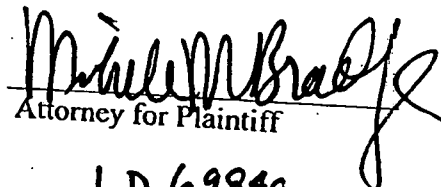
PROPERTY BEING: 160 HILLCREST STREET

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
I.D. 69849

DATE: 8/20/08

~~FILED~~
~~FEB 10 2009~~
~~William A. Straw~~
~~Prothonotary/Clerk of Courts~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 3 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 *ASAP* HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 924 COOPER AVE.
GRASSFLAT, PA 16839
ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED

03:20 PM
MAR - 2 2009

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

AMENDED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

George F. Dokken
Deputy Signature
GEORGE F. DOKKEN
Print Deputy Name

FILED
1036
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

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

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

File #: 184717

ATTORNEY FOR PLAINTIFF

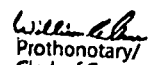

COURT OF COMMON PLEAS

CIVIL DIVISION

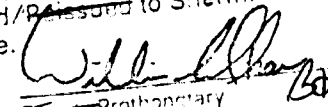
TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

Attest. 
Prothonotary/
Clerk of Courts
OCT 14, 2008 Document
Reinstated/Issued to Sheriff/Attorney
for service. 
Deputy Prothonotary

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

16969 Document
Reinstated/Issued to Sheriff/Attorney
for service. 
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
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184717

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COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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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

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RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
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THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
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FOLLOWING FIRST CONTACT WITH YOU BEFORE
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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849

JUDITH T. ROMANO, ESQUIRE

SHEETAL R. SHAH-JANI, ESQUIRE

JENINE R. DAVEY, ESQUIRE

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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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

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PARCEL NO. 1100-509-540-0021

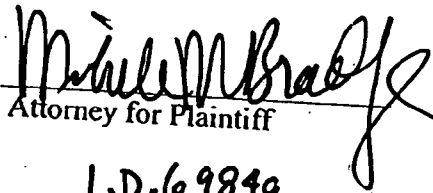
PROPERTY BEING: 160 HILLCREST STREET

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Attorney for Plaintiff

I.D. 69849

DATE: 8/20/08

FILED

FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 4 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 *ASAP* HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER

ADDRESS: 924 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

AMENDED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

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I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeLeon
Deputy Signature

GEORGE F. DeLeon
Print Deputy Name

FILED
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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statement filed in this case.

OCT 14 2008

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184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

File #: 184717

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

11/29/08 Document
Reinstated/Reinstated to Sheriff/Attorney
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William A. Shaw
Deputy Prothonotary

1
PHELAN HALLINAN & SCHMIEG, LLP
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184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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1. Plaintiff is

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	\$0.00
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhower, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

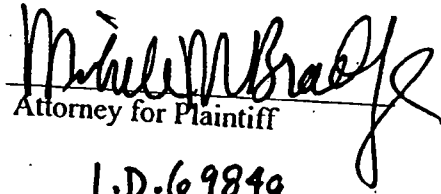
PROPERTY BEING: 160 HILLCREST STREET

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
I.D. 69849

DATE: 8/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 5 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 *NSAP* HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 927 COOPER AVE.
GRASSFLAT, PA 16839
ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

AMENDED SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

George F. Delaney
Deputy Signature

George F. Delaney
Print Deputy Name

FILED
1036
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

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

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

File #: 184717

1/24/09 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Deputy Prothonotary

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
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184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
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01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
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Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
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TOTAL	\$52,397.08

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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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849

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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

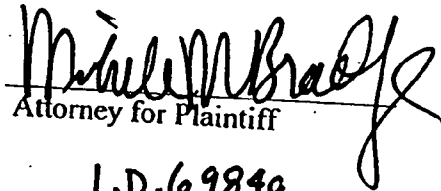
PROPERTY BEING: 160 HILLCREST STREET

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

1.D.69849

DATE: 8/20/08

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

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN
PAUL CONFER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-1564-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due

Interest from 5/21/09 to Sale

Per diem \$8.99

Add'l Costs

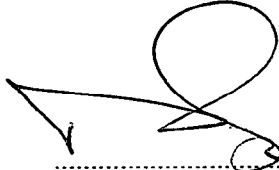
Writ Total

Prothonotary costs \$54,701.20
150.00

\$ _____

\$4,019.50

\$


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

184717

FILED *Att. pd. 20.00*
7/11:47/09
JUN 15 2009 *icc@lwrits*
5 William A. Shaw *w/prop. desc.*
Prothonotary/Clerk of Courts *to Sheriff*
(616)

No. 2008-1564-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL CONFER

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: DENISE L. CONFER JOHN P. CONFER A/K/A JOHN PAUL CONFER
1213 DOREY STREET 224 KYLERTOWN DRIFTING HIGHWAY
CLEARFIELD, PA 16830 MORRISDALE, PA 16858

FILED

JUN 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE HOME FINANCE LLC

Plaintiff,

v.

DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL
CONFER

Defendant(s).

:
:
: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-1564-CD**
:
:
:
:
:

CERTIFICATION

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

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

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CHASE HOME FINANCE LLC

Plaintiff,

v.

DENISE L. CONFER

**JOHN P. CONFER A/K/A JOHN PAUL
CONFER**

Defendant(s).

:
:
: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 2008-1564-CD**
:
:
:
:
:
:

AFFIDAVIT PURSUANT TO RULE 3129.1

CHASE HOME FINANCE LLC, Plaintiff in the above action, by its attorney, **DANIEL G. SCHMIEG, ESQUIRE**, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **160 HILLCREST STREET, WINBURNE, PA 16879-0000**.

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

NAME

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

DENISE L. CONFER

**1213 DOREY STREET
CLEARFIELD, PA 16830**

**JOHN P. CONFER A/K/A JOHN PAUL
CONFER**

**224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858**

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

NAME

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

Same as Above

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

NAME

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

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

MERS

3300 SW 34TH AVENUE

SUITE 101

MERS as a nominee for GMAC

OCALA, FL 34474

MORTGAGE CORPORATION

D/B/A DITECH.COM

P.O. 2026

FLINT, MI 48501-2026

GMAC MORTGAGE CORPORATION

D/B/A DITECH.COM

3200 PARK CENTER DRIVE

SUITE 150

COSTA MESA, CA 92626

MERS as a nominee for JP MORGAN
CHASE BANK NA

P.O. BOX 2026

FLINT, MI 48501-2026

JP MORGAN CHASE BANK

P.O. BOX 8000

MONROE, LA 71211

5. Name and address of every other person who has any record lien on the property:

NAME

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

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

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

TENANT/OCCUPANT

160 HILLCREST STREET

WINBURNE, PA 16879-0000

DOMESTIC RELATIONS

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD COUNTY

230 EAST MARKET STREET

CLEARFIELD, PA 16830

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF WELFARE

Commonwealth of Pennsylvania

PO BOX 2675

Bureau of Individual Tax

HARRISBURG, PA 17105

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.

JUNE 11, 2009

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

COPY

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

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN
PAUL CONFER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-1564-CD

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 160 HILLCREST STREET, WINBURNE, PA 16879-0000
(See Legal Description attached)

Amount Due

Interest from 5/21/09 to Sale

Per diem \$8.99

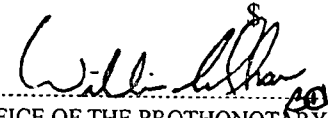
Add'l Costs

Writ Total

Prothonotary costs \$54,701.20
150.00

\$ _____

\$4,019.50


OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 6/15/09
(SEAL)

No. 2008-1564-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL CONFER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$54,701.20

Int. from

To Date of Sale (\$8.99 per diem)

Costs

Prothy Pd.

Sheriff

_____ 156.00 _____


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: DENISE L. CONFER

1213 DOREY STREET
CLEARFIELD, PA 16830

JOHN P. CONFER A/K/A JOHN PAUL CONFER
224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half (86 1/2) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half (3 1/2) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half (86 1/2) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half (3 1/2) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchanan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

TITLE TO SAID PREMISES IS VESTED IN John Paul Confer and Denise L. Confer, his wife, by Deed from John Paul Confer, a/k/a, John P. Confer and Denise L. Confer, his wife, dated 05/24/2006, recorded 05/30/2006 in Instrument Number 200608614.

Premises being: 160 HILLCREST STREET
WINBURNE, PA 16879-0000

Tax Parcel No. 1100-509-540-00021

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 6 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 *ASAP* HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER

ADDRESS: 927 COOPER AVE.

GRASSFLAT, PA 16839

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

AMENDED SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 3:50 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answered CHESTER A. HAWKINS, SHERIFF

BY: *George F. DeHaven*
Deputy Signature

GEORGE F. DeHaven
Print Deputy Name

FILED
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

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
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

1/29/09 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

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

184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

- BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhower, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

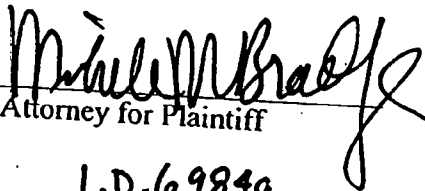
PROPERTY BEING: 160 HILLCREST STREET

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

I.D. 69849

DATE: 8/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 7 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 ASAP HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 342 PINE GROVE
CLEARFIELD, PA 16830
ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

AMENDED) SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY [Signature]
Deputy Signature

Print Deputy Name

FILED
10/30/08
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

PHELAN HALLINAN & SCHMIEG, LLP
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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants
**ATTORNEY FILE COPY
PLEASE RETURN**

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

File #: 184717

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

1/29/09 Document
Reinstated/Released to Sheriff/Attorney
for service
William A. Shaw
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 52695
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184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Pennsylvania Bar Association
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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08

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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
JUDITH T. ROMANO, ESQUIRE
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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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

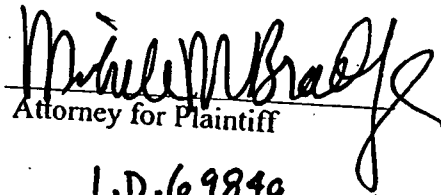
PROPERTY BEING: 160 HILLCREST STREET

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

1.D-69849

DATE: 8/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 8 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 ASAP HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHN PAUL CONFER

ADDRESS: 342 PINE GROVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Notary/Clerk of Courts

ATTEMPTS

AMENDED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHN PAUL CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHN PAUL CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHN PAUL CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

FILED
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

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
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ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURN, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

File #: 184717

1/29/09 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

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

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1. Plaintiff is

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COLUMBUS, OH 43219

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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 02/01/2008 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.

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PHELAN HALLINAN & SCHMIEG, LLP

By:


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FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE

✓ MICHELE M. BRADFORD, ESQUIRE 1-D-69849
JUDITH T. ROMANO, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

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BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

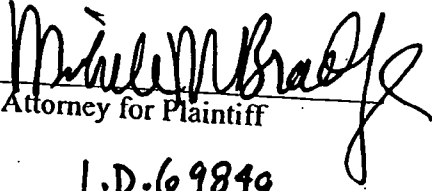
PROPERTY BEING: 160 HILLCREST STREET

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.

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Attorney for Plaintiff

I.D. 69849

DATE: 8/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 9 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 ASAP HEARING: PAGE: 105196

DEFENDANT: DENISE L. CONFER
ADDRESS: 1213 DOREY ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

0-2709 NA

A-M-E-N-D-E-D

SHERIFF'S RETURN

FILED
03:20 PM
MAR -2 2009
William A. Shatt
Prothonotary/Clerk of Courts

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE EXPIRED

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

Glenn F. DeHaven
Deputy Signature
Glenn F. DeHaven
Print Deputy Name

FILED
10/3/08
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

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

184717

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COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

1/29/09 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

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
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ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184717

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Pennsylvania Bar Association
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Harrisburg, PA 17108
800-692-7375

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

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PLAINTIFF WILL OBTAIN AND PROVIDE
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FOLLOWING FIRST CONTACT WITH YOU BEFORE
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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

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
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Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08


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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1.D. 69849
JUDITH T. ROMANO, ESQUIRE
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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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

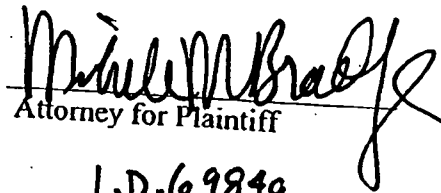
PROPERTY BEING: 160 HILLCREST STREET

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

I.D. 69849

DATE: 8/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

VS

SERVICE # 10 OF 10

DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 02/28/2009 ASAP HEARING: PAGE: 105196

DEFENDANT: JOHN P. CONFER aka JOHNPAUL CONFER
ADDRESS: 1213 DOREY ST
CLEARFIELD, PA 16830

ALTERNATE ADDRESS ATTEMPT (3) TIMES "DIVORCED"

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

2-27-09 N/A

AMENDED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER aka JOHNPAUL CONFER, DEFENDANT
BY HANDING TO _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER aka JOHNPAUL CONFER

AT (ADDRESS) _____

NOW 3-2-09 AT 2:50 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER aka JOHNPAUL CONFER

REASON UNABLE TO LOCATE

EXPIRED

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2009

So Answered CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven
Deputy Signature
George F. DeHaven
Print Deputy Name

FILED
AUG 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

OCT 14 2008

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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Plaintiff

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TERM

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4. The premises subject to said mortgage is described as attached.

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Attorney's Fees	\$1,250.00
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Credit	\$0.00
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

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BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

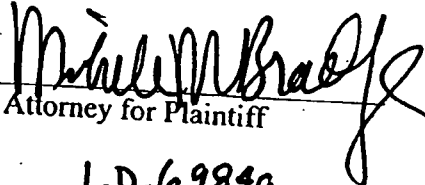
BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhower, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

PROPERTY BEING: 160 HILLCREST STREET

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

1.D.69849

DATE: 8/20/08

~~FILED~~

~~FEB 10 2009~~

~~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

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
Plaintiff

vs.

DENISE L. CONFER
JOHN P. CONFER

Defendants

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

:
: No. 2008-1564-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.

PHELAN HALLINAN & SCHMIEG, LLP

By: _____

Francis S. Hallinan, Esquire
Lawrence T. Phelan, Esquire
Daniel G. Schmieg, Esquire
Attorneys for Plaintiff

Date: March 2, 2009

/lxh, Svc Dept.
File# 184717

FILED

MAR 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

Atty fee 7.00
8 Compl. Reinstated
to Sheriff
6/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 2 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

DEFENDANT:

JOHN P. CONFER

ADDRESS:

160 HILLCREST ST.

WINBURNE, PA 16879

ALTERNATE ADDRESS

DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 17th Day of March 2009 AT 1:00 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER, DEFENDANT.

BY HANDING TO

John Confer

Ref.

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

ADDRESS SERVED

224 Kylestown / Drifting Hwy

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven
Deputy Signature

George F. DeHaven
Print Deputy Name

FILED

013:45 PM
MAR 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 4 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER

COMPLAINT IN MORTGAGE FORECLOSURE 345 6658

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

345-6290

DEFENDANT: JOHN P. CONFER

ADDRESS: 924 COOPER AVE.

GRASSFLAT, PA 16839

ALTERNATE ADDRESS DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

317-09 attempted call left message

FILED

03:45 PM
MAR 17 2009

William A. Shaw

Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW This 17th day of March 2009 AT 1:10 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER, DEFENDANT

BY HANDING TO John Confer, Def.

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

ADDRESS SERVED 224 Kylestown Drifting Hwy

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

George F. Deblawen
Deputy Signature

GEORGE F. Deblawen
Print Deputy Name

FILED

MAR 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 6 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

DEFENDANT: JOHN P. CONFER
ADDRESS: 927 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, this 17th Day of March 2009 AT 1:00 AM/PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER, DEFENDANT

BY HANDING TO John Confer, De F.

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

ADDRESS SERVED 224 Kylentown/Driftins Hwy

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: Chester A. Hawkins, SHERIFF

BY:

Gregory F. DeHaven
Deputy Signature

Gregory F. DeHaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 8 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

DEFENDANT: JOHN P. CONFER
ADDRESS: 342 PINE GROVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, This 17th Day of March 2009 AT 1:00 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN P. CONFER, DEFENDANT

BY HANDING TO John CONFER, Re F.

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

ADDRESS SERVED 224 Kylestown/Drifting Hwy

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOHN P. CONFER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOHN P. CONFER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers CHESTER A. HAWKINS SHERIFF

BY:

George F. DeHaven
Deputy Signature

GEORGE F. DeHAVEN
Print Deputy Name

FILED

MAR 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 3 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

DEFENDANT: DENISE L. CONFER
ADDRESS: 924 COOPER AVE.
GRASSFLAT, PA 16839

1213 Dorey st. Clearfield Pa 16830

ALTERNATE ADDRESS DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

03:30 PM
APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 4/6/09 AT 1036 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO Denise Confer, self

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

ADDRESS SERVED 1213 Dorey st. Clearfield Pa

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 1 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

DEFENDANT: DENISE L. CONFER
ADDRESS: 160 HILLCREST ST.
WINBURNE, PA 16879

w/c#

ALTERNATE ADDRESS DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

(CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:)

VACANT

OCCUPIED

ATTEMPTS

3/16/09 spoke w/ her on phone. pick up today

SHERIFF'S RETURN

NOW, 4/6/09 AT 1034 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO Denise Confer / self

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

ADDRESS SERVED 1213 Dorey St. Clearfield Pa

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 5 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009 HEARING: PAGE: 105406

DEFENDANT: DENISE L. CONFER
ADDRESS: 927 COOPER AVE.
GRASSFLAT, PA 16839

ALTERNATE ADDRESS DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
d/3:30
APR 06 2009
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 4/6/09 AT 1036 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO Denise Confer, self

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

ADDRESS SERVED 1213 Dorey St. Clearfield Pa

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

Print Deputy Name

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1564-CD

CHASE HOME FINANCE LLC

vs

SERVICE # 7 OF 8

DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 04/09/2009

HEARING:

PAGE: 105406

DEFENDANT:

DENISE L. CONFER

ADDRESS:

342 PINE GROVE Nursery 577-0649-765-5298
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

DIVORCED ONE CAN NOT ACCEPT FOR THE OTHER

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

3/16/09

1213 Dorey St.

SHERIFF'S RETURN

NOW, 4/6/09 AT 1032 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DENISE L. CONFER, DEFENDANT

BY HANDING TO

Denise Confer

self

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

ADDRESS SERVED

1213 Dorey St. Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DENISE L. CONFER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO DENISE L. CONFER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105196
NO: 08-1564-CD
SERVICES 10

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC

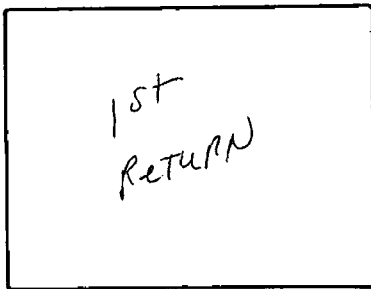
vs.

DEFENDANT: DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	769110	100.00
SHERIFF HAWKINS	PHELAN	769110	0.00



Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

A handwritten signature in cursive script, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

⁵ FILED
012/17/09
APR 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105406
NO: 08-1564-CD
SERVICES 8
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC

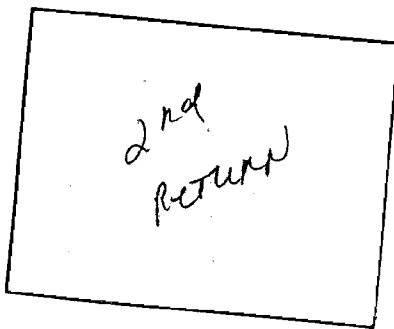
vs.

DEFENDANT: DENISE L. CONFER and JOHN P. CONFER a/k/a JOHN PAUL CONFER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SHERIFF HAWKINS	PHELAN	781607	55.30



Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

A handwritten signature in cursive, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

⁵ FILED
APR 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED Any pd. 20.00
m13:0000
MAY 26 2009 ICC Notice
to Defs.
William A. Shaw
Prothonotary/Clerk of Courts
(60)

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

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER

JOHN P. CONFER

A/K/A JOHN PAUL CONFER

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
No. 2008-1564-CD

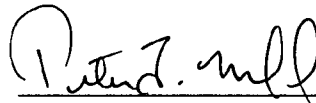
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against **DENISE L. CONFER and JOHN P. CONFER A/K/A JOHN PAUL CONFER**, 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	\$52,397.08
Interest - 08/21/2008 to 05/20/2009	
	<u>\$2,304.12</u>
TOTAL	<u>\$54,701.20</u>

I hereby certify that (1) the Defendants' last known addresses are 1213 DOREY STREET, CLEARFIELD, PA 16830, and 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

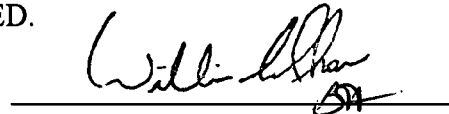


Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L.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

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 5/26/09

PHS # 184717



PROTHONOTARY

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

Attorney for Plaintiff

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

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No. 2008-1564-CD
:

VERIFICATION OF NON-MILITARY SERVICE

Peter J. Mulcahy, 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 DENISE L. CONFER is over 18 years of age and resides at 1213 DOREY STREET, CLEARFIELD, PA 16830.

(c) that defendant JOHN P. CONFER A/K/A JOHN PAUL CONFER is over 18 years of age and resides at 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858.

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

Peter J. Mulcahy

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

CHASE HOME FINANCE LLC

Plaintiff

v.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN PAL CONFER

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 2008-1564-CD

CLEARFIELD COUNTY

TO: JOHN P. CONFER A/K/A JOHN PAL CONFER
224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858

FILE COPY

DATE OF NOTICE: May 1, 2009

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

IMPORTANT NOTICE

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

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

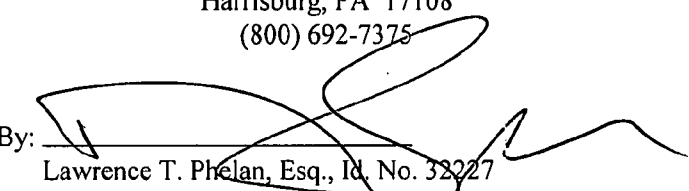
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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
Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103

CHASE HOME FINANCE LLC

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAL CONFER

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 2008-1564-CD

CLEARFIELD COUNTY

TO: DENISE L. CONFER
1213 DOREY STREET
CLEARFIELD, PA 16830

DATE OF NOTICE: May 1, 2009

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

IMPORTANT NOTICE

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

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

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

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

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
Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103

(Rule of Civil Procedure No. 236) – Revised

COPY

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER
1213 DOREY STREET
CLEARFIELD, PA 16830

JOHN P. CONFER
A/K/A JOHN PAUL CONFER
224 KYLERTOWN
DRIFTING HIGHWAY
MORRISDALE, PA 16858

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No. 2008-1564-CD
:
:

Notice is given that a Judgment in the above captioned matter has been entered
against you on May 26, 2009

By: William J. Phelan DEPUTY

If you have any questions concerning this matter please contact:

Peter J. Mulcahy
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 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. ****

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC
Plaintiff,

v.

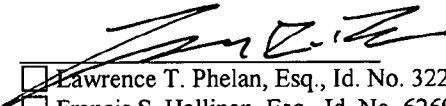
DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL CONFER
Defendant(s)

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No. 2008-1564-CD
:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
CLEARFIELD COUNTY) SS:

As required by Pa. R.C.P. 3129.1(a) Notice of Sale has been given to Lienholders and any known interested party in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address, set forth on the Affidavit and as amended if applicable. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached hereto Exhibit "A".


☐ 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
☒ Courtenay R. Dunn, Esq., Id. No. 206779
☐ Andrew C. Bramblett, Esq., Id. No. 208375
Attorney for Plaintiff

Date: 8/4/09

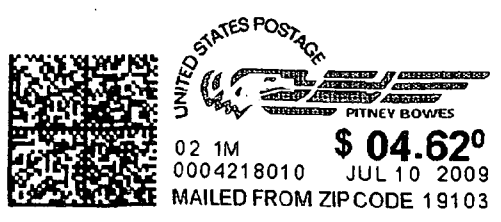
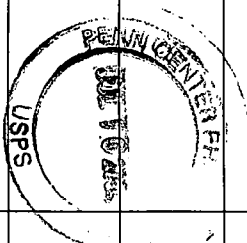
IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	1
1	DENISE L. CONFER 184717	TENANT/OCCUPANT 160 HILLCREST STREET WINBURNE, PA 16879-0000	
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	
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		MERS 3300 SW 34 TH AVENUE SUITE 101 OCALA, FL 34474	
8		MERS as a nominee for GMAC MORTGAGE CORPORATION D/B/A DITECH.COM P.O. BOX 2026 FLINT, MI 48501-2026	
9		GMAC MORTGAGE CORPORATION D/B/A DITECH.COM 3200 PARK CENTER DRIVE SUITE 150 COSTA MESA, CA 92626	
10		MERS as a nominee for JP MORGAN CHASE BANK NA P.O. BOX 2026 FLINT, MI 48501-2026	
11	JVS TEAM 3	JP MORGAN CHASE BANK P.O. BOX 8000 MONROE, LA 71211	



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

CHASE HOME FINANCE LLC,
Plaintiff

vs

DENISE L. CONFER
JOHN P. CONFER a/k/a JOHN PAUL CONFER*
Defendants

No. 08-1564-CD


ORDER

NOW, this 12th day of August, 2009, the Plaintiff is granted leave to serve the
NOTICE OF SALE upon the Defendant **JOHN P. CONFER a/k/a JOHN PAUL
CONFER** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 160 Hillcrest Street, Winburne, PA 16879 and
224 Kylertown Drifting Highway, Morrisdale, PA 16858;
3. By certified mail, return receipt requested to 160 Hillcrest Street,
Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale,
PA 16858; and
4. By posting the mortgaged premises known in this herein action as to
224 Kylertown Drifting Highway, Morrisdale, PA 16858.

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 300
AUG 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

(60)

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

CHASE HOME FINANCE LLC,
Plaintiff

vs

DENISE L. CONFER
JOHN P. CONFER a/k/a JOHN PAUL CONFER*
Defendants

* No. 08-1564-CD
*
*
*
*
*

AMENDED ORDER

NOW, this 20th day of August, 2009, it is the ORDER of this Court that this Court's Order of August 12, 2009 shall be and is hereby AMENDED to read as follows:

ORDER

NOW, this 12th day of August, 2009, the Plaintiff is granted leave to serve the NOTICE OF SALE upon the Defendant **JOHN P. CONFER a/k/a JOHN PAUL CONFER** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 160 Hillcrest Street, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858;
3. By certified mail, return receipt requested to 160 Hillcrest Street, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as to 160 Hillcrest Street, Winburne, PA 16879.

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.

FILED

2cc Atty
AUG 20 2009 Bradford

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT,

Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

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 R. Shah-Jani, Esq., Id. No. 81760
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Vivek Srivastava, Esq., Id. No. 202331
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Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375

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

CHASE HOME FINANCE LLC

Plaintiff,

v.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN PAUL CONFER

Defendant(s).

:
:
: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 08-1564-CD**

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **JOHN P. CONFER A/K/A JOHN PAUL CONFER** on **AUGUST 20, 2009** at **160 HILCREST STREET, WINBURNE, PA 16879 & 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858** in accordance with the Order of Court dated **AUGUST 20, 2009**. The property was posted on **AUGUST 29, 2009**. Publication was advertised in **COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT** on **AUGUST 26, 2009** & in **CLEARFIELD COUNTY LEGAL JOURNAL** on **OCTOBER 9, 2009**.

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

PHELAN HALLINAN & SCHMIEG, LLP

By: *Jaime McGuinness*
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
Andrew L. Spivack, Esquire
Peter J. Mulcahy, Esquire
Jaime McGuinness, Esquire
Chrisovalante P. Fliakos, Esquire
Joshua I. Goldman, Esquire
Courtenay R. Dunn, Esquire
Andrew C. Bramblett, Esquire

Attorneys for Plaintiff

Dated: October 23, 2009

FILED
OCT 26 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE HOME FINANCE LLC,
Plaintiff

vs

DENISE L. CONFER
JOHN P. CONFER a/k/a JOHN PAUL CONFER*
Defendants

No. 08-1564-CD

AMENDED ORDER

NOW, this 20th day of August, 2009, it is the ORDER of this Court that this Court's Order of August 12, 2009 shall be and is hereby AMENDED to read as follows:

ORDER

NOW, this 12th day of August, 2009, the Plaintiff is granted leave to serve the NOTICE OF SALE upon the Defendant JOHN P. CONFER a/k/a JOHN PAUL CONFER by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 160 Hillcrest Street, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858;
3. By certified mail, return receipt requested to 160 Hillcrest Street, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as to 160 Hillcrest Street, Winburne, PA 16879.

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

I hereby certify that the foregoing is a true and attested copy of the original statement filed in this case.

AUG 20 2009

Attest.

William A. Prothro
Prothonotary/
Clerk of Courts

BY THE COURT,

Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,**

NOTICE OF ACTION IN MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 2008-1564-CD

DUBOIS PENNSYLVANIA
387, Approved May 16, 1929, P.L. 1784

CHASE HOME FINANCE, LLC

vs.

**DENISE L. CONFER & JOHN P. CONFER
A/K/A JOHN PAUL CONFER**

NOTICE TO: JOHN P. CONFER A/K/A JOHN PAUL CONFER
NOTICE OF SHERIFF'S SALE OF REAL PROPERTY"

ALL THAT following described lot of ground situate, lying and
being in COOPER Township, County of CLEARFIELD Com-
monwealth of Pennsylvania, bounded and limited as follows, to
wit:

Your house (real estate) at 160 HILCREST STREET, WIN-
BURN, PA 16879 is scheduled to be sold at the Sheriff's Sale
on NOVEMBER 3, 2009 at 10:00 a.m. at the CLEARFIELD
County Courthouse to enforce the Court Judgment of
\$54,701.20 obtained by CHASE HOME FINANCE, LLC (the
mortgagee), against your Prop. sit. in COOPER Township,
County of CLEARFIELD, and State of Pennsylvania.

Being Premises: 160 HILCREST STREET,
WINBURN, PA 16879

Improvements consist of residential property.

Sold as the property of **DENISE L. CONFER & JOHN P. CON-
FER A/K/A JOHN PAUL CONFER**

TERMS OF SALE: The purchaser at the sale must take ten
(10%) percent down payment of the bid price or of the Sheriff's
cost, whichever is higher, at the time of the sale in the form of
cash, money order or bank check. The balance must be paid
within ten (10) days of the sale or the purchaser will lose the
down money.

THE HIGHEST AND BEST BIDDER SHALL BE THE BUYER.

Daniel Schmieg, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103
(215) 563-7000
Attorney for Plaintiff

8/26/09

SS:

y Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-**
of the County and State aforesaid, being duly sworn, deposes and says that the
Tri-County Sunday, a weekly newspaper and **Jeffersonian Democrat**, a
Publishing Company at 500 Jeffers Street, City of DuBois, County and State
ar 1879, since which date said, the daily publication and the weekly
said County, and that a copy of the printed notice of publication is attached
d published in the regular editions of the paper on the following dates, viz: the

of August A.D., 2009

cer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County**
ersonian Democrat, a weekly newspaper to verify the foregoing statement
s not interested in the subject matter of the aforesaid notice of publication, and
ent as to time, place and character of publication are true.

PUBLISHING COMPANY Publisher of
I-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

this 27th day of Aug., 2009

Robin M. Duttry
NOTARY PUBLIC

Statement of Advertising Cost
cLEAN PUBLISHING COMPANY
Publisher of
**RIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA

NOTARIAL SEAL
ROBIN M. DUTTRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 16, 2010

Full Spectrum Services, Inc.

g the notice or advertisement	
attached hereto on the above stated dates.....	\$202.95
Probating same.....	\$7.50
Total.....	\$210.45

Publisher's Receipt for Advertising Costs

The **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a
weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the
same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801
Established 1879, Phone 814-371-4200
McLEAN PUBLISHING COMPANY

Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject
matter of said notice.

ATTORNEY FOR

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

:

:

COUNTY OF CLEARFIELD

:

On this 9th day of October AD 2009, before me, the subscriber and for said County and State, personally appeared Gary A. Knaresbor, Editor of the Clearfield County Legal Journal of the Courts of Clearfield County, is a true copy of the notice or advertisement published in said publication of Week of October 9, 2009, Vol. 21, No. 41. And that all contents of this statement as to the time, place, and character of the publication are true.

CHASE HOME FINANCE, LLC

vs.

DENISE L. CONFER & JOHN P. CONFER A/K/A JOHN PAUL CONFER
NOTICE TO: JOHN P. CONFER A/K/A JOHN PAUL CONFER

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

ALL THAT following described lot of ground situate, lying and being in COOPER Township, County of CLEARFIELD Commonwealth of Pennsylvania, bounded and limited as follows, to wit:

Your house (real estate) at 160 HILCREST STREET, WINBURNE, PA 16879 is scheduled to be sold at the Sheriff's Sale on November 3, 2009 at 10:00A.M. at the CLEARFIELD County Courthouse to enforce the Court Judgment of %


54,701.20 obtained by, CHASE HOME FINANCE, LLC (the mortgagee), against your prop. Sit. In COOPER Township, County of CLEARFIELD, AND STATE OF Pennsylvania.

TERMS OF SALE: The purchaser at the sale must take ten (10%) percent down payment of the bid price or of the Sheriff's cost, whichever is higher, at the time of the sale in the form of cash, money order, or bank check. The balance must be paid within ten (10) days of the sale or the purchaser will lose the down money.

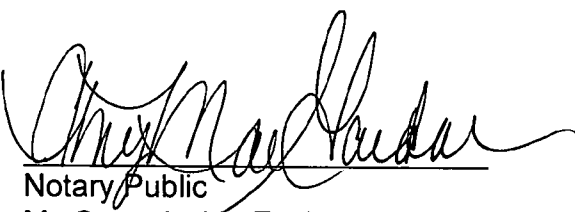
THE HIGHEST AND BEST BIDDER SHALL BE THE BUYER

Daniel Schmeig, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400

Philadelphia, PA 19103
(215) 563-7000
Attorney for Plaintiff


Gary A. Knaresbor
Editor

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


Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Amy Mae Gardner, Notary Public

City of DuBois, Clearfield County

My Commission Expires May 28, 2013

Member, Pennsylvania Association of Notaries

Brendan Booth
Full Spectrum Services, Inc.
400 Fellowship Rd, Suite 220
Mt. Laurel, NJ 08054

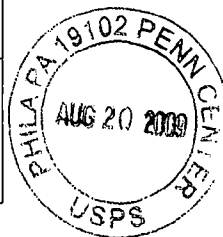
Name and Address of Sender

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1		JOHN P. CONFER A/K/A JOHN PAUL CONFER 160 HILLCREST STREET WINBURNE, PA 16879-0000	
2		JOHN P. CONFER A/K/A JOHN PAUL CONFER 224 KYLERTOWN DRIFTING HIGHWAY MORRISDALE, PA 16858	
3			
4			
5			
6			
7			
8			
9			
10			
11	JVS TEAM 3		
12		184717	
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.



UNITED STATES POSTAGE
 \$ 02.52⁰
 02 1M AUG 20 2009
 0004218010
 MAILED FROM ZIP CODE 19103

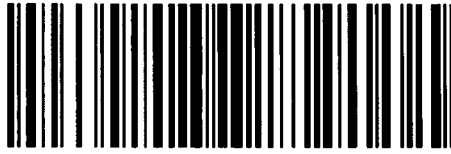


TEAM 4

TEAM 4

TEAM 4

JYP



7178 2417 6099 0035 2159

4 / JYP
JOHN P. CONFER
160 HILLCREST STREET
WINBURNE, PA 16879-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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Track & Confirm

Search Results

Label/Receipt Number: **7178 2417 6099 0035 2159**Status: **Delivered**

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The United States Postal Service is an Equal Opportunity Employer. Minorities and women are encouraged to apply.



7178 2417 6099 0035 2166

4 / JYP
JOHN P. CONFER
224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

[Home](#) | [Help](#)[Track & Confirm](#)

Track & Confirm

Search Results

Label/Receipt Number: 7178 2417 6099 0035 2166
Status: Delivered

Your item was delivered at 8:52 am on August 29, 2009 in KYLERTOWN, PA 16847. A proof of delivery record may be available through your local Post Office for a fee.

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Worldwide delivery
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International delivery
Available for purchase

AFFIDAVIT OF SERVICE

PLAINTIFF CHASE HOME FINANCE LLC
DEFENDANT(S) DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL
CONFER

CLEARFIELD County
No. 2008-1564-CD
Our File #: 184717

Type of Action
- Notice of Sheriff's Sale

Please serve upon: JOHN P. CONFER A/K/A JOHN PAUL
CONFER
SERVE AT: 160 HILLCREST STREET
WINBURNE, PA 16879-0000

Sale Date: NOVEMBER 3, 2009

****PLEASE POST PROPERTY WITH NOTICE OF SALE AS PER COURT ORDER****

Served and made known to John Paul Confer, Defendant, on the 29th day of August,
2009 at 11:12 o'clock A.m., at 160 Hillcrest ST. Winburne, PA 16879

Commonwealth of Pennsylvania, in the manner described below:

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

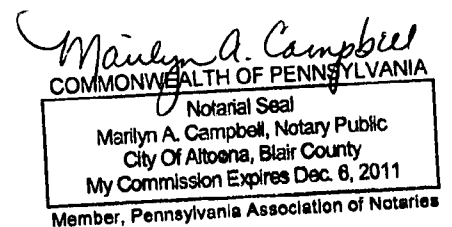
Description: Age ____ Height ____ Weight ____ Race ____ Sex ____ Other ____

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

Sworn to and subscribed
before me this 31st day
of AUGUST, 2009
Notary:

By: D.M. Ellis
NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES



On the ____ day of _____, 200__, at ____ o'clock ____ m., Defendant NOT FOUND because:

____ Moved ____ Unknown ____ No Answer ____ Vacant
1st attempt Date: ____ Time: _____, 2nd attempt Date: ____ Time: _____, 3rd
attempt Date: ____ Time: _____
Other: _____

Sworn to and subscribed
before me this ____ day
of _____, 200..
Notary:

By:

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

VA

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC
Plaintiff

V.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
Defendants

: Court of Common Pleas
 :
 : Civil Division
 :
 : CLEARFIELD County
 :
 : No. 2008-1564-CD
 :

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 21, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on May 26, 2009 in the amount of \$54,701.20. 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. A Sheriff's Sale of the mortgaged property at 160 HILLCREST STREET, WINBURNE, PA 16879-0000 (hereinafter the "Property") was postponed or stayed for the following reason:

a.) The Defendants filed a Chapter 07 Bankruptcy at Docket Number 08-71187 on October 28, 2008. The Plaintiff obtained relief from the bankruptcy stay by order of court dated January 5, 2009. A true and correct copy of the Relief Order is attached hereto, made part hereof, and marked as Exhibit "C".

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

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

Principal Balance	\$48,444.26
Interest Through September 4, 2009	\$5,172.58
Per Diem \$8.46	
Late Charges	\$527.85
Legal fees	\$1,800.00
Cost of Suit and Title	\$1,451.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$2,400.00
TOTAL	\$59,795.69

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

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

9. 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: 7/6/09

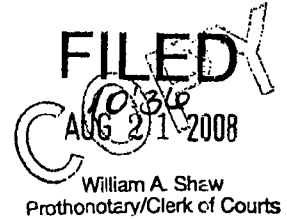
Phelan Hallinan & Schmieg, LLP

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
Courtenay R. Dunn, Esquire
Andrew C. Bramblett, Esquire
ATTORNEY FOR PLAINTIFF

Exhibit “A”



PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
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

184717

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

Defendant
**ATTORNEY FILE COPY
PLEASE RETURN**

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1564-CD

CLEARFIELD COUNTY

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

NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CHASE HOME FINANCE LLC
3415 VISION DRIVE
COLUMBUS, OH 43219

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

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

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

3. On 05/24/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR M&T MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200608615. 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 02/01/2008 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	\$48,444.26
Interest	\$1,966.52
01/01/2008 through 08/20/2008 (Per Diem \$8.44)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$186.30
05/24/2006 to 08/20/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$52,397.08
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$52,397.08


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 \$52,397.08, together with interest from 08/20/2008 at the rate of \$8.44 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 1-D-69849
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 the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half ($86\frac{1}{2}$) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half ($3\frac{1}{2}$) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half ($86\frac{1}{2}$) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half ($3\frac{1}{2}$) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

BEING further identified as Clearfield County Tax Parcel No. 110-59-540-21 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto John Paul Confer by deed of Dennis J. Eisenhauer, single, dated March 30, 1995 and recorded in Clearfield County Deed Book 1666 Page 167.

PARCEL NO. 1100-509-540-0021

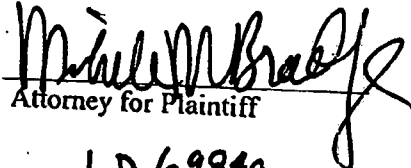
PROPERTY BEING: 160 HILLCREST STREET

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

1.D.69849

DATE: 8/20/08

VERIFICATION

Whitney K. Cook

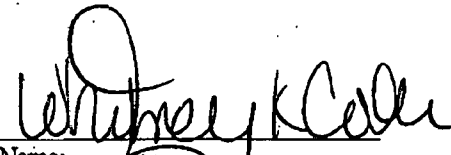
hereby states that he/she is

Assistant Secretary of CHASE HOME FINANCE 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:

8/29/08

Name:



Title:

Whitney K. Cook
Assistant Secretary

Company: CHASE HOME FINANCE LLC

Loan: 1919762354

Exhibit “B”

FILED
COPY
MAR 3 2009

William A. Shaw
Prothonotary/Clerk of Courts

**ATTORNEY FILE COPY
PLEASE RETURN**

Phelan Hallinan & Schmieg, LLP

By: Lawrence T. Phelan, Esq., Id. No. 32227

Attorney for Plaintiff

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. 61799

Andrew L. Spivack, Esq., Id. No. 84455

Jaimie 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

CHASE HOME FINANCE LLC

: CLEARFIELD COUNTY

vs.

**ATTORNEY FILE COPY
PLEASE RETURN**

: COURT OF COMMON PLEAS

DENISE L. CONFER

: CIVIL DIVISION

JOHN P. CONFER

A/K/A JOHN PAUL CONFER

: No. 2008-1564-CD

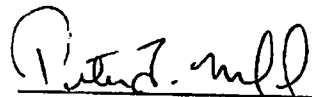
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against **DENISE L. CONFER and JOHN P. CONFER A/K/A JOHN PAUL CONFER**, 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	\$52,397.08
Interest - 08/21/2008 to 05/20/2009	
	<u>\$2,304.12</u>
TOTAL	\$54,701.20

I hereby certify that (1) the Defendants' last known addresses are 1213 DOREY STREET, CLEARFIELD, PA 16830, and 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

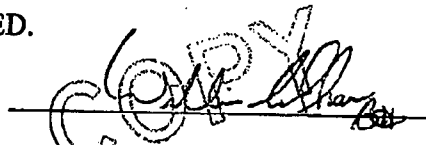


Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Michele M. Bradford, Esquire
Judith T. Romano, Esquire
Sheetal R. Shah-Jani, Esquire
Jenine R. Davey, Esquire
Lauren R. Tabas, Esquire
Vivek Srivastava, Esquire
Jay B. Jones, Esquire
Peter J. Mulcahy, Esquire
Andrew L.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

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 5/26/09

PHS # 184717



PROTHONOTARY

Exhibit “C”

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

DENISE L. CONFER

Debtor

CHASE HOME FINANCE, LLC

Movant

v.

DENISE L. CONFER

and

LISA M. SWOPE, ESQUIRE (TRUSTEE)

Respondents

Bk. No. 08-71187 BM
Chapter No. 7
Document No. 12

Hearing Date:
Hearing Time:
Objection Date:

DEFAULT O/E - BM

ORDER MODIFYING SECTION 362 AUTOMATIC STAY

AND NOW, this 1-5-09 day of January, 2008, at Pittsburgh, Pennsylvania, upon Motion of CHASE HOME FINANCE, LLC (Petitioner), it is:

ORDERED AND DECREED THAT: The Automatic Stay of all proceedings, as provided under 11 U.S.C. Section 362 of the Bankruptcy Code is modified with respect to premises, **160 HILLCREST STREET, WINBURNE, PA 16879**, as more fully set forth in the legal description attached to said mortgage, as to allow the Movant, its successors or assigns, to foreclose on its mortgage and allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal or consensual action for enforcement of its right to possession of, or title to, said premises.


Bernard Markovitz, Bankruptcy Judge

FILED

JAN 5 2009

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA


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:

7/6/07

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
Courtenay R. Dunn, Esquire
Andrew C. Bramblett, Esquire
ATTORNEY FOR PLAINTIFF

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas
:
: Civil Division
:
: CLEARFIELD County
:

: CLEARFIELD County

: No. 2008-1564-CD

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.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
1213 DOREY STREET
CLEARFIELD, PA 16830

DENISE L. CONFER
342 PINE CROVE
CLEARFIELD, PA 16830

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
927 COOPER AVENUE
GRASSFLAT, PA 16839

JOHN P. CONFER
A/K/A JOHN PAUL CONFER
224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879-0000

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
924 COOPER AVENUE
GRASSFLAT, PA 16839

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
P O BOX 314 160 HILLCREST
WINBURNE, PA 16879-0000

DATE: 7/6/09

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
Courtenay R. Dunn, Esquire
Andrew C. Bramblett, Esquire
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CHASE HOME FINANCE LLC
Plaintiff

V.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
Defendants

: Court of Common Pleas
:
: Civil Division
:
: CLEARFIELD County
:
: No. 2008-1564-CD
:

RULE

AND NOW, this 13th day of July 2009, a Rule is entered upon the Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 27th day of July 2009, at 11:20 in the Clearfield
County Courthouse, Clearfield, Pennsylvania. A.M
Courtroom # 1

BY THE COURT

BY THE COURT
Fred J. Cummings

184717

5 FILED 1CC
014:00/51
JUL 13 2009
Atty Gen

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/13/09

☒ 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

____ Special Instructions:

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's July 13, 2009 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
1213 DOREY STREET
CLEARFIELD, PA 16830

DENISE L. CONFER
342 PINE CROVE
CLEARFIELD, PA 16830

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
927 COOPER AVENUE
GRASSFLAT, PA 16839

JOHN P. CONFER
A/K/A JOHN PAUL CONFER
224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879-0000

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
924 COOPER AVENUE
GRASSFLAT, PA 16839

DENISE L. CONFER
JOHN P. CONFER
A/K/A JOHN PAUL CONFER
P O BOX 314 160 HILLCREST
WINBURNE, PA 16879-0000

DATE: 7/20/09

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
Courtenay R. Dunn, Esquire
Andrew C. Bramblett, Esquire
ATTORNEY FOR PLAINTIFF

2A

FILED
01113541ce
JUL 27 2009
William A. Shaw
Prothonotary/Clerk of Courts
LHOTA
(will serve)
(611)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC	:	Court of Common Pleas
Plaintiff	:	
	:	
	:	Civil Division
v.	:	
	:	
DENISE L. CONFER	:	CLEARFIELD County
JOHN P. CONFER	:	
A/K/A JOHN PAUL CONFER	:	No. 2008-1564-CD
Defendants	:	

ORDER

AND NOW, this 24 day of July, 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:

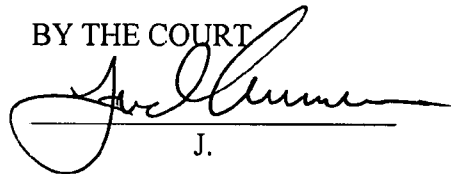
Principal Balance	\$48,444.26
Interest Through September 4, 2009	\$5,172.58
Per Diem \$8.46	
Late Charges	\$527.85
Legal fees	\$1,800.00
Cost of Suit and Title	\$1,451.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$0.00
Private Mortgage Insurance	

Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$2,400.00
	<hr/>
TOTAL	\$59,795.69

Plus interest from September 4, 2009 through the date of sale, at six percent per annum.

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

BY THE COURT


J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104558
NO: 08-1564-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE, LLC

vs.

DEFENDANT: DENISE L. CONFER and JOHN P. CONFER aka JOHN PAUL CONFER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	724849	20.00
SHERIFF HAWKINS	PHELAN	724849	42.40

S FILED
9/10/22/3H
AUG 04 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
BY: Vivek Srivastava, Esq.
Attorney I.D. No.: 202331
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

CHASE HOME FINANCE LLC

Plaintiff

v.

DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL CONFER

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2008-1564-CD

FILED NO CC
AUG 04 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for an Order directing service of the Notice of Sale upon the above-captioned Defendant, **JOHN P. CONFER A/K/A JOHN PAUL CONFER**, by certified mail and regular mail to 160 HILLCREST STREET, WINBURNE, PA 16879-0000 and 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858, and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for **SEPTEMBER 4, 2009**.
2. Pennsylvania Rule of Civil Procedure (Pa.R.C.P.) 3129.2 requires that the Defendants be served with a notification of Sheriff's Sale at least thirty (30) days prior to the scheduled sale date.

3. Attempts to serve Defendant with the Notice of Sale have been unsuccessful, as indicated by the Return of Service attached hereto as Exhibit "A", NO SERVICE WAS MADE AT THE MORTGAGED PROPERTY AS THE DEFENDANT HAS MOVED.
4. Attempts to serve Defendant with the Notice of Sale have been unsuccessful, as indicated by the Return of Service attached hereto as Exhibit "B", NO SERVICE WAS MADE AT 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858 AS THERE WAS NO ANSWER.
5. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefrom is attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 160 HILLCREST STREET, WINBURNE, PA 16879-0000 and 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858.

PHELAN HALLINAN & SCHMIEG, LLP

By:


Vivek Srivastava, Esq.
Attorney for Plaintiff

AFFIDAVIT OF SERVICE

PLAINTIFF CHASE HOME FINANCE LLC
 DEFENDANT(S) DENISE L. CONFER
 JOHN P. CONFER A/K/A JOHN PAUL

CLEARFIELD County
 No. 2008-1564-CD
 Our File #: 184717

EXHIBIT A

CONFER

Type of Action
 - Notice of Sheriff's Sale

Please serve upon: JOHN P. CONFER A/K/A JOHN PAUL
 CONFER

Sale Date: SEPTEMBER 4, 2009

SERVE AT: 160 HILLCREST STREET
 WINBURNE, PA 16879-0000

SERVED

Served and made known to _____, Defendant, on the _____ day of _____,
 200_, at _____, o'clock ____m., at _____,

Commonwealth of Pennsylvania, in the manner described below:

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

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

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

Sworn to and subscribed
 before me this _____ day
 of _____, 200_.

Notary:

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 21st day of July, 2009, at 6:35 o'clock P.m., Defendant NOT FOUND because:

X Moved _____ Unknown _____ No Answer _____ Vacant _____

1st attempt Date: 7/16/09 Time: 5:35 PM, 2nd attempt Date: 7/17/09 Time: 10:17 AM, 3rd attempt Date: 7/21/09 Time: 6:35 PM.

Other: Neighbor, 164 Hillcrest St., said the Confer's split and moved. (MR. Eckley)

Sworn to and subscribed
 before me this 22nd day
 of July, 2009

Notary:

By:

D.M. ELLIS
DM Ellis

Attorney for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
 Marilyn A. Campbell, Notary Public
 City of Altoona, Blair County
 My Commission Expires Dec. 8, 2011

Member, Pennsylvania Association of Notaries

AFFIDAVIT OF SERVICE

PLAINTIFF CHASE HOME FINANCE LLC
 DEFENDANT(S) DENISE L. CONFER
 JOHN P. CONFER A/K/A JOHN PAUL
 CONFER

CLEARFIELD County
 No. 2008-1564-CD
 Our File #: 184717

EXHIBIT B

Type of Action
 - Notice of Sheriff's Sale

Please serve upon: JOHN P. CONFER A/K/A JOHN PAUL
 CONFER

Sale Date: SEPTEMBER 4, 2009

SERVE AT: 224 KYLERTOWN DRIFTING HIGHWAY
 MORRISDALE, PA 16858

SERVED

Served and made known to _____, Defendant, on the _____ day of _____,
 200_, at _____, o'clock ____m., at _____

Commonwealth of Pennsylvania, in the manner described below:

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

Description: Age _____ Height _____ Weight _____ Race _____ Sex _____ Other _____

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

Sworn to and subscribed
 before me this _____ day
 of _____, 200_.

Notary:

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

On the 21st day of July, 2009, at 6:15 o'clock P.m., Defendant NOT FOUND because:

_____ Moved _____ Unknown X No Answer _____ Vacant

1st attempt Date: 7/16/09 Time: 5:12 PM, 2nd attempt Date: 7/17/09 Time: 10:40 AM 3rd

attempt Date: 7/21/09 Time: 6:15 PM.

Other:

Sworn to and subscribed
 before me this 22nd day
 of July, 2009

Notary:

By:

D.M-ELLIS

DM Ellis

Attorney for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA

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

Member, Pennsylvania Association of Notaries

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

EXHIBIT C

File Number: 184717
Attorney Firm: Phelan, Hallinan & Schmieg, LLP
Subject: Denise L. Confer & John P. Confer

Property Address: 160 Hillcrest Street, Winburne, PA 16879
Possible Mailing Address: (Denise L. Confer) P.O. Box 314, Winburne, PA 16879
(John P. Confer) P.O. Box 238, Winburne, PA 16879
(John P. Confer) 224 Kylertown Drifting Highway, Morrisdale, PA 16858

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

Denise L. Confer - xxx-xx-2954

John P. Confer - xxx-xx-4550

B. EMPLOYMENT SEARCH

Denise L. Confer & John P. Confer - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Denise L. Confer reside(s) at: 1213 Dorey Street, Clearfield, PA 16830 & John P. Confer reside(s) at: P.O. Box 238, Winburne, PA 16879.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that Denise L. Confer & John P. Confer reside(s) at: 1213 Dorey Street, Clearfield, PA 16830. On 07-01-09 our office made a telephone call to the subjects' phone number (814) 765-5293 and received the following information: not in service.

B. On 07-01-09 our office made a telephone call to the phone number (814) 345-5610 and received the following information: wrong number. On 07-01-09 our office made several telephone calls to the phone number (814) 345-6732 and received the following information: no answer.

III. INQUIRY OF NEIGHBORS

On 07-01-09 our office made a phone call in an attempt to contact G. Swanson (814) 345-5636, 31 Hillcrest Street, Winburne, PA 16879. spoke with an unidentified female who could not confirm that the subjects reside(s) at 160 Hillcrest Street, Winburne, PA 16879.

On 07-01-09 our office made several phone calls in an attempt to contact Daniel Selepack (814) 345-6264, 237 Kylertown Drifting Highway, Morrisdale, PA 16858: answering machine.

On 07-01-09 our office made several phone calls in an attempt to contact Sheridan R. Cauch (814) 765-9256, 255 Kylertown Drifting Highway, Morrisdale, PA 16858: no answer.

On 07-01-09 our office made a phone call in an attempt to contact Paul E. Hoffner (814) 345-6378, 427 Kylertown Drifting Highway, Morrisdale, PA 16858: spoke with an unidentified female who could not confirm that the subjects reside(s) at 224 Kylertown Drifting Highway, Morrisdale, PA 16858.

EXHIBIT C

Using our white pages database our office was unable to locate any additional neighbors for 160 Hillcrest Street, Winburne, PA 16879.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 07-01-09 we reviewed the National Address database and found the following information:
Denise L. Confer - P.O. Box 314, Winburne, PA 16879 & John P. Confer - P.O. Box 238, Winburne, PA 16879.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (Denise L. Confer) P.O. Box 314, Winburne, PA 16879 & (John P. Confer) P.O. Box 238, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Denise L. Confer & John P. Confer.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 07-01-09 Vital Records and all public databases have no death record on file for Denise L. Confer & John P. Confer.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Denise L. Confer & John P. Confer residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Denise L. Confer - 02-24-1970

John P. Confer - 03-18-1969

B. A.K.A.

Denise L. Miller

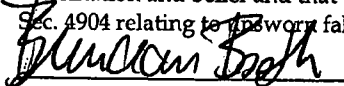
John Paul Confer; John L. Confer; John P. Ngpi

* 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 states made by me are willfully false, I am subject to punishment.

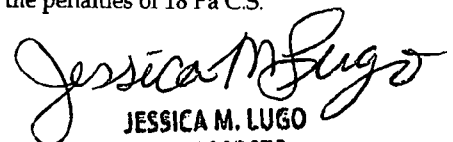
I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4904 relating to perjury falsification to authorities.



AFFIANT - Brendan Booth
Full Spectrum Services, Inc.

Sworn to and subscribed before me this 2nd day of July, 2009.

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


JESSICA M. LUGO
ID # 2383078
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/5/2014

IND

PHELAN HALLINAN & SCHMIEG, LLP

BY: Vivek Srivastava, Esq.

Attorney for Plaintiff

Attorney I.D. No.: 202331

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CHASE HOME FINANCE LLC

Plaintiff

v.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN PAUL CONFER

Defendants

:
:
CLEARFIELD COUNTY
COURT OF COMMON PLEAS
:
:
CIVIL DIVISION
:
NO. 2008-1564-CD
:
:
:
:
:
:

PLAINTIFF'S MEMORANDUM OF LAW

Pursuant to Pennsylvania Rule of Civil Procedure, Rule 3129.2, it is necessary in a foreclosure action for the Sheriff or Process Server to serve upon the Defendant Notice of the Sale of the mortgaged premises. Specifically, Pa.R.C.P., Rule 3129.2 (c) provides in applicable part as follows:

The written notice shall be prepared by the plaintiff, shall contain the same information as the handbills or may consist of the handbill and shall be served at least thirty days before the sale on all persons whose names and addresses are set forth in the affidavit required by Rule 3129.1.

- (1) Service of the Notice shall be made:
 - (i) upon a defendant...
 - (A) by the sheriff or by a competent adult in the manner prescribed by Rule 402 (a) for the service of original process upon a defendant, or
 - (B) by the plaintiff mailing a copy of the manner prescribed by Rule 403 to the addresses set forth in the affidavit; or

- (C) if service cannot be made as provided in the subparagraph (A) or (B), the notice shall be served pursuant to special order of court as prescribed by Rule 430, except that if original process was served pursuant to a special order of court under Rule 430 upon the defendant in the judgment, the notice may be served upon that defendant in the manner provided by the order for service of original process without further application to the court.

Because the whereabouts of Defendant, JOHN P. CONFER A/K/A JOHN PAUL CONFER, are unknown, a reasonable investigation of their last known address was made in accordance with Pa.R.C.P. 430(a).

Pennsylvania Rule of Civil Procedure, Rule 430 (a) provides as follows:

(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 or Affidavit of Service 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 attached Affidavit of Return of Service, marked hereto as Exhibit "A & B", the Process Server has been unable to serve the Notice of Sale.

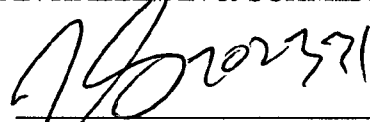
A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that the allowance of service of the Notice of Sale in accordance with Pa.R.C.P., Rule 430 by certified and regular mail to 160 HILLCREST STREET, WINBURNE, PA 16879-0000 and 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858.

Respectfully submitted,

PHELAN HALLINAN & SCHMIEG, LLP

By:



Vivek Srivastava, Esq.
Attorney for Plaintiff

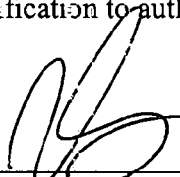
08/03/09

VERIFICATION

Vivek Srivastava, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to take the verification and that the statements made in the foregoing Motion for Service of Notice of Sale pursuant to Special Order of Court are true and correct to the best of his knowledge, information and belief.

The undersigned also understands that this statement herein is made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.

Date: August 3, 2001

 202331

Vivek Srivastava, Esq.

PHELAN HALLINAN & SCHMIEG, LLP

BY: Vivek Srivastava, Esq.

Attorney for Plaintiff

Attorney I.D. No.: 202331

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CHASE HOME FINANCE LLC

Plaintiff

v.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN PAUL CONFER

Defendants

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2008-1564-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Service of Notice of Sale Pursuant to Special Order of Court, Proposed Order, Memorandum of Law, Certification of Service and Verification in the above captioned matter was sent by first class mail, postage prepaid to the following interested parties on the date indicated below.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN PAUL CONFER


160 HILLCREST STREET

WINBURNE, PA 16879-0000

and

224 KYLERTOWN DRIFTING HIGHWAY

MORRISDALE, PA 16858

 202371

Vivek Srivastava, Esq.
Attorney for Plaintiff

Date: August 3, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20989
NO: 08-1564-CD

PLAINTIFF: CHASE HOME FINANCE LLC

vs.

DEFENDANT: DENISE L. CONFER AND JOHN P. CONFER A/K/A JOHN PAUL CONFER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/15/2009

LEVY TAKEN 6/24/2009 @ 10:03 AM

POSTED 6/24/2009 @ 10:03 AM

SALE HELD 11/13/2009

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/10/2009

DATE DEED FILED 12/10/2009

PROPERTY ADDRESS 160 HILLCREST STREET WINBURNE , PA 16879

FILED
012:44/81
DEC 10 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

6/25/2009 @ 8:48 AM SERVED DENISE L. CONFER

SERVED DENISE L. CONFER, DEFENDANT, AT HER RESIDENCE 1213 DOREY STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENISE L. CONFER

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.

9/28/2009 @ SERVED JOHN P. CONFER A/K/A JOHN PAUL CONFER

SERVED JOHN P. CONFER A/K/A JOHN PAUL CONFER, DEFENDANT, AT 224 KYLERTOWN DRIFTING HIGHWAY, MORRISDALE, PA 16858 BY REG & CERT MAIL PER COURT ORDER CERT #70083230000335907938. SIGNED FOR BY JOHN P. CONFER.

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

9/18/2009 @ SERVED JOHN P. CONFER A/K/A JOHN PAUL CONFER

MAILED REG & CERT MAIL TO JOHN P. CONFER A/K/A JOHN PAUL CONFER, 160 HILLCREST STREET, WINBURNE, PA 16879 CERT #70083230000335907921. CERT & REG RETD UNCLAIMED 9/21/09 WITH NEW ADDRESS P. O. BOX 52 KYLERTOWN, PA

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

9/28/2009 @ SERVED JOHN P. CONFER A/K/A JOHN PAUL CONFER

SERVED JOHN P. CONFER A/K/A JOHN PAUL CONFER, DEFENDANT AT P. O. BOX 52, KYLERTOWN, PENNSYLVANIA BY REG & CERT MAIL CERT #70083230000335907884. SIGNED FOR BY JOHN P. CONFER

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

@ SERVED

NOW, AUGUST 18, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 4, 2009 TO NOVEMBER 13, 2009.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20989
NO: 08-1564-CD

PLAINTIFF: CHASE HOME FINANCE LLC

vs.

DEFENDANT: DENISE L. CONFER AND JOHN P. CONFER A/K/A JOHN PAUL CONFER

Execution REAL ESTATE

SHERIFF RETURN

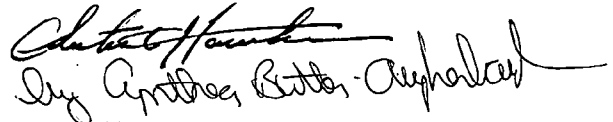
SHERIFF HAWKINS \$257.42

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER

JOHN P. CONFER A/K/A JOHN
PAUL CONFER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-1564-CD

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

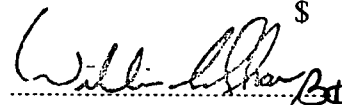
PREMISES: 160 HILLCREST STREET, WINBURNE, PA 16879-0000
(See Legal Description attached)

Amount Due

Interest from 5/21/09 to Sale
Per diem \$8.99
Add'l Costs
Writ Total

\$54,701.20
Prothonotary costs 156.00
\$ _____

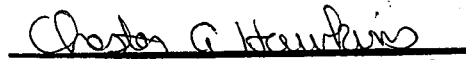
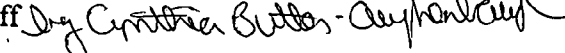
\$4,019.50
\$ _____


OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 6/15/09
(SEAL)

184717

Received this writ this 15th day
of JUNE A.D. 2009
At 2:30 A.M./P.M.


Sheriff 

No. 2008-1564-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE LLC

vs.

DENISE L. CONFER
JOHN P. CONFER A/K/A JOHN PAUL CONFER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$54,701.20

Int. from

To Date of Sale (\$8.99 per diem)

Costs

Prothy Pd.

Sheriff

156.00

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: DENISE L. CONFER

1213 DOREY STREET

CLEARFIELD, PA 16830

JOHN P. CONFER A/K/A JOHN PAUL CONFER

224 KYLERTOWN DRIFTING HIGHWAY

MORRISDALE, PA 16858

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Town of Winburne, Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the southwest corner of Second and 'B' Streets as shown on the Merritt and Sommerville Co. Plot of the Village of Winburne (unrecorded); thence along Second Street north eighty-six and one-half (86 1/2) degrees West one hundred (100) feet to post on line of lot of now or formerly William Lovell; thence South three and one-half (3 1/2) degrees West two hundred (200) feet along line of lot of now or formerly Frank Charlton to post; thence South eighty-six and one-half (86 1/2) degrees East one hundred (100) feet to post on 'B' Street; and then along 'B' Street north three and one-half (3 1/2) degrees east two hundred (200) feet to a post and place of beginning; and being a lot one hundred (100) feet by two hundred (200) feet, parts of Lot Nos. 48, 49, 50 and 51.

RESERVING, HOWEVER, to Sommerville and Buchannan and their heirs and assigns all the coal in, upon or under the same, together with the right of egress, ingress or regress over and through or under the same, for the purpose of mining and removing said coal without any liability or damages by reason thereof.

ALSO RESERVING, all the fire clay, petroleum and all other minerals in, upon or under said premises together with the right of mining and removing the same without any liabilities for damages by reason thereof, heretofore reserved in prior deeds.

TITLE TO SAID PREMISES IS VESTED IN John Paul Confer and Denise L. Confer, his wife, by Deed from John Paul Confer, a/k/a, John P. Confer and Denise L. Confer, his wife, dated 05/24/2006, recorded 05/30/2006 in Instrument Number 200608614.

Premises being: 160 HILLCREST STREET
WINBURN, PA 16879-0000

Tax Parcel No. 1100-509-540-00021

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DENISE L. CONFER

NO. 08-1564-CD

NOW, December 10, 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 November 13, 2009, I exposed the within described real estate of Denise L. Confer And John P. Confer A/K/A John Paul Confer 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 \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	14.30
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	25.12
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	10.00
TOTAL SHERIFF COSTS	\$267.42

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	53.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$53.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	54,701.20
INTEREST @ 8.9900 %	1,582.24
FROM 05/21/2009 TO 11/13/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	4,019.50
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$60,342.94

COSTS:

ADVERTISING	251.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	53.00
SHERIFF COSTS	267.42
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	156.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,088.92

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONCHASE HOME FINANCE LLC,
Plaintiff

No. 08-1564-CD

vs

DENISE L. CONFER
JOHN P. CONFER a/k/a JOHN PAUL CONFER*
DefendantsAMENDED ORDER

NOW, this 20th day of August, 2009, It is the ORDER of this Court that this Court's Order of August 12, 2009 shall be and is hereby AMENDED to read as follows:

ORDER

NOW, this 12th day of August, 2009, the Plaintiff is granted leave to serve the NOTICE OF SALE upon the Defendant JOHN P. CONFER a/k/a JOHN PAUL CONFER by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 160 Hillcrest Street, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858;
3. By certified mail, return receipt requested to 160 Hillcrest Street, Winburne, PA 16879 and 224 Kylertown Drifting Highway, Morrisdale, PA 16858; and
4. By posting the mortgaged premises known in this herein action as to 160 Hillcrest Street, Winburne, PA 16879.

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

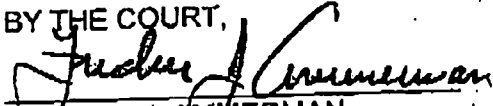
Affidavits of Service with the Prothonotary of Clearfield County.

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

AUG 20 2009

Attest

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

JOHN P. CONFER A/K/A JOHN PAUL CONFER
P. O. BOX 52
KYLERTOWN, PA 16847

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 7884

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.71

Sent To
Street, Apt. No., or PO Box No. JOHN P. CONFER A/K/A JOHN PAUL CONFER
City, State, ZIP+4 224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	0.61
Certified Fee		\$2.80
Return Receipt Fee (Endorsement Required)		\$2.30
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.71

Sent To
Street, Apt. No., or PO Box No. JOHN P. CONFER A/K/A JOHN PAUL CONFER
City, State, ZIP+4 P. O. BOX 52
KYLERTOWN, PA 16847

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

JOHN P. CONFER A/K/A JOHN PAUL CONFER
224 KYLERTOWN DRIFTING HIGHWAY
MORRISDALE, PA 16858

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 7938

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x John P. Confer

☐ Agent☒ Addressee

B. Received by (Printed Name)

John P. Confer

C. Date of Delivery

9/28/09

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 7921

016H16505405

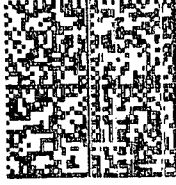
\$05.710

09/16/2009

Mailed From 16830

US POSTAGE

Hastler



JOHN P. CONFER A/K/A JOHN PAUL CONFER

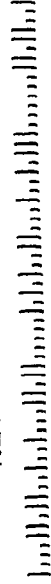
~~460 HILLCREST STREET~~

WINBURNE, PA 16879

KEY-

CONF238*X 165 N5E 1 4098 02 09/16/09
FORWARD TIME EXP RTN TO SEND
CONFER, JOHN P
PO BOX 52
KYLERTOWN PA 16847-0052

RETURN TO SENDER

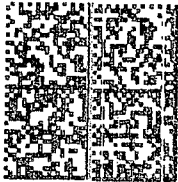


1683002472



CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hasler

016-116505405

\$00.610

09/16/2009

Mailed From 16830

US POSTAGE

JOHN P. CONFER A/K/A JOHN PAUL CONFER

~~460 MILLGROVE STREET~~

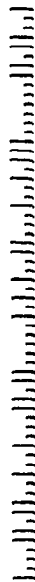
WINBURNE, PA 16879

KEY-1

CONF 238**X 155 N55 1 408C 02 09/18/09
FORWARD TIME EXP RTN TO SEND
CONFER, JOHN P
PO BOX 52
KYLERTOWN PA 16847-0052

RETURN TO SENDER

1683002472





SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

JOHN P. CONFER A/K/A JOHN PAUL CONFER
160 HILLCREST STREET
WINBURNE, PA 16879

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number...

(Transfer from service label)

7008 3230 0003 3590 7921

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage \$

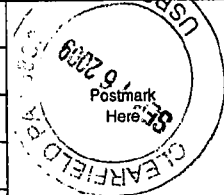
Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

5.71



Sent To

JOHN P. CONFER A/K/A JOHN PAUL CONFER

Street, Apt. No.,
or PO Box No.

160 HILLCREST STREET

City, State, ZIP+

WINBURNE, PA 16879

PS Form 3800, August 2006

See Reverse for Instructions

7008 3230 0003 3590 7921

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

Representing Lenders in
Pennsylvania and New Jersey

Foreclosure Manager

August 17, 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: CHASE HOME FINANCE LLC v.
DENISE L. CONFER and JOHN P. CONFER
160 HILLCREST STREET WINBURNE, PA 16879-0000
Court No. 2008-1564-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for September 4, 2009 due to the following: Service of NOS.

The Property is to be relisted for the November 13, 2009 Sheriff Sale.

Thank you for your cooperation in this matter.

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

FILED

DEC 10 2009

William A. Shaw
Prothonotary/Clerk of Courts
