

08-2058-CD

Wells Fargo al vs Terri L. Bryan

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FILED Any pd. 95.00
m 11:22:30
OCT 28 2008 3CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
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 186331

ATTORNEY FOR PLAINTIFF

WELLS FARGO FINANCIAL PENNSYLVANIA,
INC.
4137 121ST STREET
URBANDALE, IA 50323

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-2058-CD

CLEARFIELD COUNTY

Plaintiff

v.

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

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.

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

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

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

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

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

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

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

1. Plaintiff is

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.
4137 121ST STREET
URBANDALE, IA 50323

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

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

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

3. On 08/27/2007 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200714579. 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 03/01/2008 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	\$31,605.84
Interest	\$2,763.74
02/01/2008 through 10/23/2008 (Per Diem \$10.39)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$0.00
08/27/2007 to 10/23/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$36,169.58
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$36,169.58

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. Plaintiff hereby releases RICHARD BRYAN from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$36,169.58, together with interest from 10/23/2008 at the rate of \$10.39 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

✓ LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
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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 tract of land designated as Lot No. 34, Section No. 14 'Haiti' in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25. EXCEPTING and reserving therefrom and subject to:

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


BEING the same piece or parcel of land conveyed to Diodato Adorante and Martha J. Adorante by deed of Margaret E. Crano dated August 10, 1983 and recorded in Deed Book Volume 902, page 136, in the Recorder of Deeds Office of Clearfield County, Pennsylvania. The said Martha J. Adorante died on June 8, 2005, thereby vesting title in Diodato Adorante, the above-named decedent.

PARCEL ID NO.: 128-C02-014-34-21
PROPERTY ADDRESS: **579 TREASURE LAKE ROAD; DUBOIS, PA 15801**

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 the 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 62695

DATE: 10/27/08

FILED NOCC

NOV 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

WELLS FARGO FINANCIAL
PENNSYLVANIA, INC.

Plaintiff

vs.

TERRI L. BRYAN

Defendant(s)

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 08-2058-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.

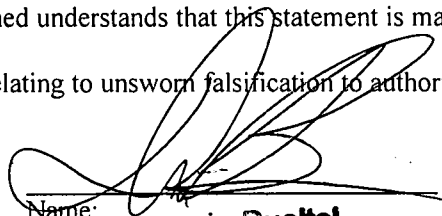
Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

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

Date: 11/13/08

VERIFICATION

Darin Buettel hereby states that he/she is
VICE PRESIDENT of WELLS FARGO FINANCIAL PENNSYLVANIA, INC.,
servicing agent for Plaintiff, WELLS FARGO FINANCIAL PENNSYLVANIA, INC., in this
matter, that he/she is authorized to take this Verification, and that the statements made in the
foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her
knowledge, information and belief. The undersigned understands that this statement is made
subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


Name: **Darin Buettel**

DATE: 10-30-08

Title: **VICE PRESIDENT**

Company: WELLS FARGO FINANCIAL
PENNSYLVANIA, INC.

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

WELLS FARGO FINANCIAL
PENNSYLVANIA, INC.

Plaintiff

vs.

TERRI L. BRYAN

Defendant(s)

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 08-2058-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:

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

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

Date: 11/13/08

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

5
FILED ICC + 1 Cert of
disc issued to
m/12:12um Atty Hallinan
NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts
ATTORNEY FOR PLAINTIFF

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.	:	Court of Common Pleas
	:	
Plaintiff	:	Civil Division
	:	
vs	:	CLEARFIELD County
	:	
TERRI L. BRYAN	:	No. 08-2058-CD
	:	
Defendant	:	PHS# 186331

PRAECIPE

TO THE PROTHONOTARY:

 X Please mark the above referenced case Discontinued and Ended without prejudice.

 Please mark the above referenced case Settled, Discontinued and Ended.

 Please mark Judgments satisfied and the Action settled, discontinued and ended.

 Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

Date: November 17, 2008


Francis S. Hallinan
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Wells Fargo Financial Pennsylvania, Inc.

Vs.

No. 2008-02058-CD

Terri L. Bryan

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 21, 2008, marked:

Discontinued and ended without prejudice

Record costs in the sum of \$95.00 have been paid in full by Phelan Hallinan & Schmieg LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of November A.D. 2008.



William A. Shaw, Prothonotary

um

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2058-CD

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

VS

TERRI L. BRYAN

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/27/2008

HEARING:

PAGE: 104882

DEFENDANT: TERRI L. BRYAN
ADDRESS: 579 TREASURE LAKE ROAD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

ATTEMPTS

11-26-08 Bmptx

Sec 14 lot 34 and past blk sum m.
FILED
9/3/35 LM
DEC 03 2008
OCCUPIED
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

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

COMPLAINT IN MORTGAGE FORECLOSURE ON TERRI L. BRYAN, 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 TERRI L. BRYAN

AT (ADDRESS) _____

NOW 11-26-08 AT 2:00 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TERRI L. BRYAN

REASON UNABLE TO LOCATE RESIDENCE IS Empty/Vacant

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

mark A. Cuoriet
Print Deputy Name

SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # **104882**

DEAR TERRI L. BRYAN

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 (**104882**) 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.

OCT 28 2008

Attest.

William J. Shaw
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. *08-2058-CD*

CLEARFIELD COUNTY

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the
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correct copy of the
original filed of record

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4137 121ST STREET
URBANDALE, IA 50323

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

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PHELAN HALLINAN & SCHMIEG, LLP

By: 

LAWRENCE T. PHELAN, 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 tract of land designated as Lot No. 34, Section No. 14 'Haiti' in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25. EXCEPTING and reserving therefrom and subject to:

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

BEING the same piece or parcel of land conveyed to Diodato Adorante and Martha J. Adorante by deed of Margaret E. Crano dated August 10, 1983 and recorded in Deed Book Volume 902, page 136, in the Recorder of Deeds Office of Clearfield County, Pennsylvania. The said Martha J. Adorante died on June 8, 2005, thereby vesting title in Diodato Adorante, the above-named decedent.


PARCEL ID NO.: 128-C02-014-34-21

PROPERTY ADDRESS: **579 TREASURE LAKE ROAD; DUBOIS, PA 15801**

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 the 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 62695

DATE: 10/27/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 104882

service 2 of 2

WELLS FARGO FINANCIAL

NO . 08-2058-CD

-VS-

TERRI L. BRYAN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF'S RETURN

NOW NOVEMBER 19, 2008, SHERIFF OF WESTMORELAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRI L. BRYAN.

NOW NOVEMBER 25, 2008 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TERRI L. BRYAN, DEFENDANT. NO ENOUGH TIME TO SERVE.

⁹
FILED
013:11/31
DEC 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104882
NO: 08-2058-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO FINANCIAL PENNSYLVANIA, INC.
vs.
DEFENDANT: TERRI L. BRYAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	743125	20.00
SHERIFF HAWKINS	PHELAN	743125	48.23
WESTMORELAND CO.	PHELAN	743161	0.00

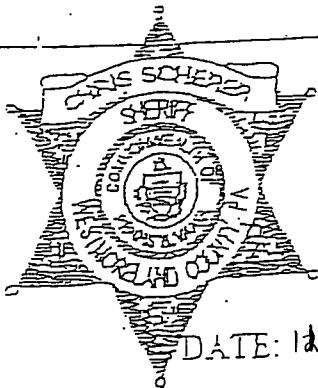
Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff



CHRIS SCHERER, SHERIFF
WESTMORELAND COUNTY

(724) 830-3457 * (800) 449-5926 Ext 3457
Fax (724) 830-3550

DATE: 12/25/06

DEAR SIR/MADAME: Clearfield Co. Cb phelon Haulin and Schmied

THE ENCLOSED DOCUMENTS HAVE BEEN RETURNED TO YOU FOR THE
FOLLOWING REASON(S):

- ☐ FEE AMOUNT DUE: \$ _____
- ☐ WRONG COUNTY, SHOULD BE _____
- ☐ POST OFFICE BOX NUMBERS ARE NOT ACCEPTED
- ☐ COMPLETE ADDRESS NEEDED INCLUDING STREET NAME, NUMBER, APT
NUMBER
- ☒ SHERIFF'S INSTRUCTION FORMS NEEDED FOR EACH DEFENDANT
Please use Clearfield Co Service sheet - not west Co!
- ☒ CASE NEEDS TO BE FILED OR REINSTATED/REISSUED
- ☐ FAILURE TO SIGN CHECK
- ☒ TEN WORKING DAYS ARE REQUIRED FOR SERVICE
- ☐ SHERIFF'S INSTRUCTION SHEET REQUIRED
- ☐ OTHER: _____

We no longer accept RR's, RD's or PO Box Numbers

Contact Local Tax Office for 911 change

SINCERELY,

Danielle (724) 830-3822.



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 104882

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.

vs.

TERRI L. BRYAN

TERM & NO. 08-2058-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/27/08
COURT DATE:

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: TERRI L. BRYAN

ADDRESS: 108 LOWELL ST., VANDERGRIFT, PA 15690-1545

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF WESTMORELAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, November 19, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

ENTITY, VENDOR .
FAP Sheriff Of Westmoreland County [SWES]

CHECK DATE CHECK NO.
10/23/2008 743161

DOC NO	APPLY TO	DATE	VENDOR CREDIT NO	VENDOR INVOICE NO	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
743161	000322436	10/23/2008		186331	125.00	0.00	125.00
AAR [186331] 118001323 BRYAN, RICHARD							
							125.00

PHILAN HALLINAN & SCHMIEG LLP
ATTORNEY ESCROW ACCOUNT
ONE PENN CENTER, SUITE 1400
PHILADELPHIA, PA 19103-1814
SAFEGUARD LITHO USA 10/24 007528114

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

PHILAN HALLINAN & SCHMIEG LLP
ATTORNEY ESCROW ACCOUNT
ONE PENN CENTER, SUITE 1400
PHILADELPHIA, PA 19103-1814

COMMERCE BANK
PHILADELPHIA, PA 19148

3-180/360

CHECK NO
743161

ENB 10/23/2008

DATE	AMOUNT
10/23/2008	*****125.00

Pay ONE HUNDRED TWENTY FIVE AND 00/100 DOLLARS

Void after 180 days

To The Sheriff Of Westmoreland County
Order Courthouse
Of 2 North Main Street
Greensburg, PA 15601

Francis S. Hallinan

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

743161 036001808136 150866 611

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE



RS-60



The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:

Microprinted Border:

- Small type in the border appears as dotted line when photocopied.
- Alerts handler the document contains security features.
- Indicates document originality, difficult to reproduce.
- Pattern protects against alterations.
- Stains or spots may appear if chemical alteration attempts are made.
- Responds to warmth. Hold red image between thumb and forefinger or breathe on it. The image will fade and reappear.

Warning Band:

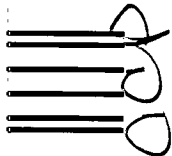
Security Screen Backer:

Colored Background:

Chemically Sensitive Paper:

Heat Sensitive Ink:

© Padlock design is a certification mark of the Check Payment Systems Association



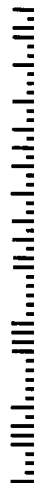
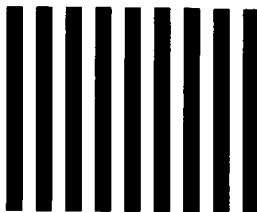
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 36410 PHILADELPHIA, PA

POSTAGE WILL BE PAID BY ADDRESSEE

PHELAN HALLINAN & SCHMIEG LLP
ONE PENN CENTER AT SUBURBAN STATION
1617 JFK BLVD STE 1400
PHILADELPHIA, PA 19103-9897



CHRIS SCHERER, SHERIFF OF WESTMORELAND COUNTY

2 NORTH MAIN STREET

GREENSBURG, PA 15601

(724) 830-3457 Fax (724) 830-3660 DATE: 10/23/2008

PHS: 186331

PG

LAST DAY TO SERVE: 11/27/08

PLAINTIFF: WELLS FARGO FINANCIAL, ...
VS.

DEFT(S): TERRI L BRYAN

SERVE: TERRI L BRYAN
(DEFT(S)/GARNISHEE)

ADDRESS: 108 LOWELL STREET, VANDERGRIFF, PA 15690

CASE# 08-2058-CD

- ☒ NOTICE/COMPLAINT
- ☐ SUMMONS
- ☐ REVIVAL OR SCI FA
- ☐ SEIZURE OR POSSESSION
- ☐ INTERROGATORIES
- ☐ EXECUTION, GARNISHEE
- ☐ HANDBILL
- ☐ NOTICE SALE/DEBTORS RIGHT
- ☐ OTHER
- ☐ LETTER MAILED

ATTY: PHELAN HALLINAN 7 SCHMIEG, LLP
ADDRESS: 1617 JFK BLVD STE 1400

* ATTEMPT SERVICE AT LEAST 3 TIMES AND ONE TIME AFTER 6PM. * PHONE: 215 563 7000

INDICATE TYPE OF SERVICE

- ☐ PERSON IN CHARGE
- ☐ CERTIFIED MAIL
- ☐ PERSONAL ONLY
- ☐ SEIZE/STORE
- ☒ DEPUTIZE
- ☐ OTHER
- ☐ POST

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the _____ day of _____ 20____, at _____ o'clock A.M./P.M.
Address Above/Address Below, County of Westmoreland Pennsylvania I have served in the manner Described below:

- ☐ Defendant(s) personally served
- ☐ Adult in charge of Defendant's residence at time of service (name & relationship) _____
- ☐ Manager/other person authorized to accept _____
- ☐ Agent or person in charge of Defendant(s) office or usual place of business _____
- ☐ Other _____
- ☐ Property Posted _____

Defendant Not Found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____
☐ Attempts made by leaving Sheriff's Card No response _____
☐ Certified Mail ☐ 1st Class Mail ☐ Ordinary Mail/Certificate of Mailing _____

ATTEMPTS _____ / _____ / _____

DEPUTY'S REMARKS:

DEPUTY'S SIGNATURE:

Advanced monies received \$	West'd Sheriff's Costs \$	Deputized Cty Costs \$	TOTAL COSTS RECORDED \$
--------------------------------	------------------------------	---------------------------	----------------------------

Refund \$	Additional Amt Owed \$
--------------	---------------------------

NOW: _____ 20____ I, SHERIFF OF WESTMORELAND COUNTY, PA do hereby deputized the
Sheriff of _____ County to execute this Writ and make return thereof according to law.

Deputized Cty Ck # _____ Advance Amt \$ _____

Deputized Notary Ck \$ _____

SHERIFF

AFFIRMED and subscribed to before me this
_____ day of _____ 20____

Deputized Sheriff

Date

Notary Public/Prothonotary
Prothonotary (White Copy) Attorney (Canary Copy)

Signature of Sheriff (Westmoreland Co)
Sheriff (Pink Copy) Date

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

OCT 28 2008

Attest.

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
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SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
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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 186331

ATTORNEY FOR PLAINTIFF

WELLS FARGO FINANCIAL PENNSYLVANIA,
INC.
4137 121ST STREET
URBANDALE, IA 50323

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 08-2058-CD

CLEARFIELD COUNTY

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

Defendants

**We hereby certify that
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.

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

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

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

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

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

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

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

1. Plaintiff is

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.
4137 121ST STREET
URBANDALE, IA 50323

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

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

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

3. On 08/27/2007 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200714579. 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 03/01/2008 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	\$31,605.84
Interest	\$2,763.74
02/01/2008 through 10/23/2008 (Per Diem \$10.39)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$0.00
08/27/2007 to 10/23/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$36,169.58
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$36,169.58

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. Plaintiff hereby releases RICHARD BRYAN from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$36,169.58, together with interest from 10/23/2008 at the rate of \$10.39 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

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

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 34, Section No. 14 'Haiti' in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds

Office in Misc. Docket Map File No. 25. EXCEPTING and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
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PARCEL ID NO.: 128-C02-014-34-21
PROPERTY ADDRESS: 579 TREASURE LAKE ROAD; DUBOIS, PA 15801

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 the 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 62695

DATE: 10/27/08

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

OCT 28 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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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 186331

ATTORNEY FOR PLAINTIFF

WELLS FARGO FINANCIAL PENNSYLVANIA,
INC.
4137 121ST STREET
URBANDALE, IA 50323

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 08-2058-CD

CLEARFIELD COUNTY

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

Defendants

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

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

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

1. Plaintiff is

WELLS FARGO FINANCIAL PENNSYLVANIA, INC.
4137 121ST STREET
URBANDALE, IA 50323

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

TERRI L. BRYAN
579 TREASURE LAKE RD
DUBOIS, PA 15801-9012

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

3. On 08/27/2007 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200714579. 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 03/01/2008 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	\$31,605.84
Interest	\$2,763.74
02/01/2008 through 10/23/2008 (Per Diem \$10.39)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$0.00
08/27/2007 to 10/23/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$36,169.58
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$36,169.58

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. Plaintiff hereby releases RICHARD BRYAN from liability for the debt secured by the mortgage.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$36,169.58, together with interest from 10/23/2008 at the rate of \$10.39 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

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

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Lot No. 34, Section No. 14 'Haiti' in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds

Office in Misc. Docket Map File No. 25. EXCEPTING and reserving therefrom and subject to:

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


BEING the same piece or parcel of land conveyed to Diodato Adorante and Martha J. Adorante by deed of Margaret E. Crano dated August 10, 1983 and recorded in Deed Book Volume 902, page 136, in the Recorder of Deeds Office of Clearfield County, Pennsylvania. The said Martha J. Adorante died on June 8, 2005, thereby vesting title in Diodato Adorante, the above-named decedent.

PARCEL ID NO.: 128-C02-014-34-21
PROPERTY ADDRESS: 579 TREASURE LAKE ROAD; DUBOIS, PA 15801

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 the 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 62695

DATE: 10/27/08