

08-2330-CD
GMAC Mortg. Vs Gary Teats

S **FILED** 2CC Sheriff
11/12/2008 DEC 04 2008 Atty pd.
William A. Shaw LM \$95.00
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 183305

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC, S/I/I TO GMAC
MORTGAGE CORPORATION
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 08-2330-CD
CLEARFIELD COUNTY

GARY I. TEATS
RR 2 BOX 42A
A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

1. Plaintiff is

GMAC MORTGAGE, LLC, S/I/I TO GMAC MORTGAGE CORPORATION
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

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

GARY I. TEATS
RR 2 BOX 42A
A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

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

3. On 06/22/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to BANK ONE, NATIONAL ASSOCIATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200110230. By Assignment of Mortgage recorded 12/11/2006 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200620520. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 04/07/2008 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	\$63,499.73
Interest	\$3,804.30
03/07/2008 through 12/02/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$140.00
06/22/2001 to 12/02/2008	
Property Inspections	\$22.50
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$69,466.53
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$69,466.53

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. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.
11. Plaintiff hereby releases ROSE M. TEATS from liability for the debt secured by the mortgage.
12. By virtue of the death of ROSE M. TEATS on 02/10/05, Defendant became sole owner of the mortgaged premises as surviving tenant by the entireties.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,466.53, together with interest from 12/02/2008 at the rate of \$14.09 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: F. Hallinan 62695

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
CHRISTOVALANTE P. FLIAKOS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain parcel or lot of land situate in Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

Beginning at an iron pin located on a common boundary with land of Lynn Grice; thence North ten (10) degrees twenty-five (25 minutes) minutes East along land of said Grice a distance of four hundred sixty-six and sixty-three hundredths (466.63) feet to an iron pin; thence continuing by the same course a distance of forty-three and seventy-four hundredths (43.74) feet to an iron pin on boundary of land now or formerly of Earl M. Brown; thence South eighty-three (83) degrees zero (00 minutes) minutes east along land now or formerly of Earl M. Brown a distance of ninety-three and five-tenths (93.5) feet to an iron pin; thence South ten (10) degrees twenty-five (25 minutes) minutes West a distance of forty-three and seventy-four hundredths (43.74) feet to an iron pin; thence by the same course and distance a distance of four hundred sixty-six and sixty-three hundredths (466.63) feet to an iron pin located at the corner of an existing driveway at the boundary of other land of Grantors herein; thence along other land if the Grantors North eighty-three (83) degrees zero (00 minutes) minutes West a distance of ninety-three and five-tenths (93.5) feet to an iron pin, being the place of beginning.

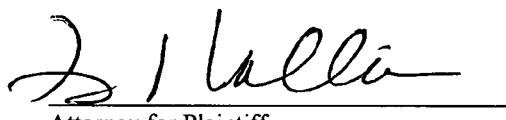
Parcel Number: 123K7136

PROPERTY BEING: RR 2 BOX 42A, A/K/A 115 TURNER DRIVE

VERIFICATION

I hereby state that I am the attorney for the 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.

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



Attorney for Plaintiff

DATE: 12/2/08

FILED

DEC 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2330-CD

GMAC MORTGAGE, LLC, S/I/I
vs
GARY I. TEATS

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/03/2009 HEARING: PAGE: 105008

DEFENDANT: GARY I. TEATS
ADDRESS: RR 2 BOX 42A, A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

None Empty

SHERIFF'S RETURN

NOW, 12-10-08 AT 2:00 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON GARY I. TEATS, DEFENDANT

BY HANDING TO Gary Teats, self

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

ADDRESS SERVED 108 Bigler Ave Apt 1 Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR GARY I. TEATS

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO GARY I. TEATS

REASON UNABLE TO LOCATE _____

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

FILED
9/3/08
DEC 17 2008
William A. Shan
Prothonotary/Clerk of Courts

FILED

DEC 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2330-CD

GMAC MORTGAGE, LLC, S/I/I
vs
GARY I. TEATS

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/03/2009 HEARING: PAGE: 105008

S FILED

0135681
DEC 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: GARY I. TEATS
ADDRESS: 108 BIGLER AVENUE, APT. 1
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

12-11-08 JH

SHERIFF'S RETURN

NOW, 12-10-08 AT 2:50 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON GARY I. TEATS, DEFENDANT

BY HANDING TO Gary Teats, Self

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

ADDRESS SERVED 108 Bigler Ave. Apt 1 Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR GARY I. TEATS

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO GARY I. TEATS

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Chester A. Hawkins
Deputy Signature

C. Hawkins
Print Deputy Name

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

ATTORNEY FOR PLAINTIFF

**GMAC MORTGAGE, LLC, S/I/I TO
GMAC MORTGAGE CORPORATION**

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: NO. 08-2330-CD

GARY I. TEATS

: CLEARFIELD COUNTY

Defendant(s)

:

:

:

**PRAECIPE TO SUBSTITUTE VERIFICATION
TO CIVIL ACTION COMPLAINT
IN MORTGAGE FORECLOSURE**

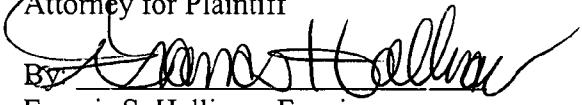
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FILED No. CC.
m 10:45 am
DEC 26 2008
LM

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

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

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By 
Francis S. Hallinan, Esquire

Date: 12/23/08

FILED

DEC 26 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

**GMAC MORTGAGE, LLC, S/I/I TO
GMAC MORTGAGE CORPORATION**

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

GARY I. TEATS

: NO. 08-2330-CD

Defendant(s)

: CLEARFIELD COUNTY

:

:

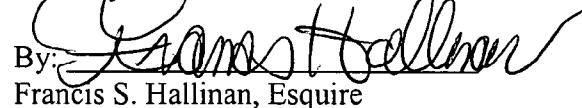
:

CERTIFICATE OF SERVICE

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

GARY I. TEATS
RR 2 BOX 42A, A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By: 
Francis S. Hallinan, Esquire

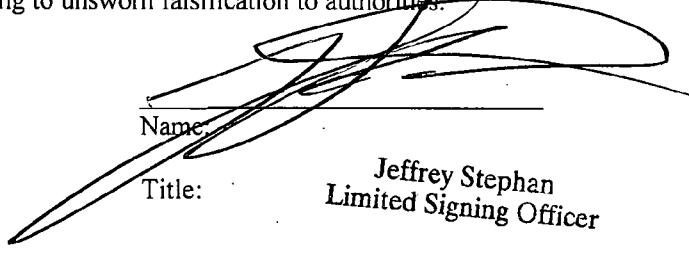
Date: 12/23/08

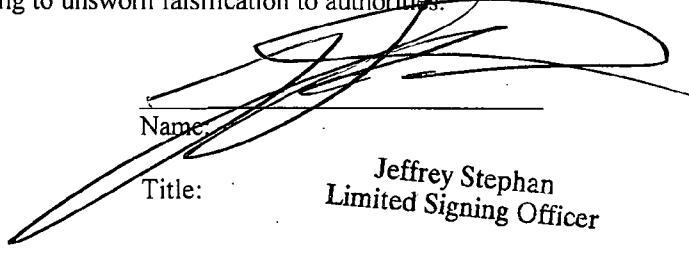
VERIFICATION

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

WSO of GMAC MORTGAGE, LLC, servicing agent for Plaintiff,
GMAC MORTGAGE, LLC, S/I/I TO GMAC MORTGAGE CORPORATION, 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: 12 8-08

Name: 

Title: 

Jeffrey Stephan
Limited Signing Officer

Company: GMAC MORTGAGE, LLC

Loan: 0359053032

File #: 183305

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

FILED
mho 48/61
JAN 23 2009 Statement to Atty
S William A. Shaw
Prothonotary/Clerk of Courts
Atty ad. 2000

Attorney for Plaintiff

**GMAC MORTGAGE, LLC, S/I/I TO
GMAC MORTGAGE CORPORATION**

vs.

**GARY I. TEATS
108 BIGLER AVENUE, APT 1
CLEARFIELD, PA 16830**

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**
: **No. 08-2330-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 **GARY I. TEATS**,
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	\$69,466.53
Interest - 12/03/2008 to 01/13/2009	<u>\$591.78</u>
TOTAL	\$70,058.31

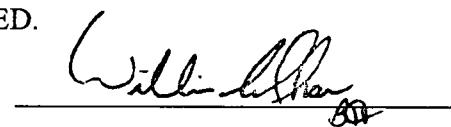
I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2)
that notice has been given in accordance with Rule 237.1, copy attached.



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 11/23/09



PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC, S/I/I TO GMAC
MORTGAGE CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISON

Plaintiff

NO. 08-2330-CD

v.

CLEARFIELD COUNTY

GARY I. TEATS
ROSE M. TEATS

Defendant(s)

TO: GARY I. TEATS
RR 2 BOX 42A
A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

DATE OF NOTICE: January 2, 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 (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

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

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

Sean McDonnell
SEAN MCDONNELL
Legal Assistant

PHELAN HALLINAN & SCHMIEG, LLP
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(215) 563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC, S/I/I TO GMAC
MORTGAGE CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISON

Plaintiff

NO. 08-2330-CD

v.

CLEARFIELD COUNTY

GARY I. TEATS

Defendant(s)

TO: GARY I. TEATS
108 BIGLER AVENUE, APT 1
CLEARFIELD, PA 16830

DATE OF NOTICE: January 2, 2009

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(800) 692-7375

Sean mcdonnell
SEAN MCDONNELL
Legal Assistant

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

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC, S/I TO GMAC
MORTGAGE CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISON

Plaintiff

NO. 08-2330-CD

v.

CLEARFIELD COUNTY

GARY I. TEATS
ROSE M. TEATS

Defendant(s)

TO: GARY I. TEATS
115 TURNER DRIVE
CLEARFIELD, PA 16830-6246

DATE OF NOTICE: January 2, 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.

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

Sean McDonnell
SEAN MCDONNELL
Legal Assistant

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

Attorney for Plaintiff

**GMAC MORTGAGE, LLC, S/I/I TO
GMAC MORTGAGE CORPORATION**

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**
: **No. 08-2330-CD**

vs.

GARY I. TEATS

VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant GARY I. TEATS is over 18 years of age and resides at 108 BIGLER AVENUE, APT 1, CLEARFIELD, PA 16830.

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



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

(Rule of Civil Procedure No. 236) – Revised

**GMAC MORTGAGE, LLC, S/I/I TO
GMAC MORTGAGE CORPORATION**

vs.

**GARY I. TEATS
108 BIGLER AVENUE, APT 1
CLEARFIELD, PA 16830**

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

Notice is given that a Judgment in the above captioned matter has been entered
against you on January 23, 2009

By: William Schmieg DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmieg

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

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

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

GMAC Mortgage, LLC
GMAC Mortgage Corporation
Plaintiff(s)

No.: 2008-02330-CD

Real Debt: \$70,058.31

Atty's Comm: \$

Vs.

Costs: \$

Gary I. Teats
Defendant(s)

Int. From: \$

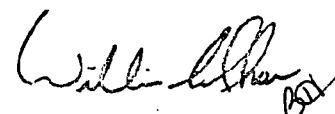
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: January 23, 2009

Expires: January 23, 2014

Certified from the record this 23rd day of January, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

GMAC MORTGAGE, LLC S/I/I TO
GMAC MORTGAGE
CORPORATION

vs.
GARY L. TEATS

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

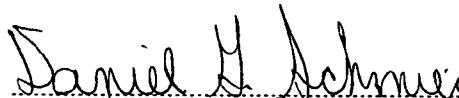
No. 08-2330-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$70,058.31
Interest from 1/14/09 to Sale	\$135.00
Per diem \$11.52	\$_____.
Add'l Costs	\$74,023.31
Writ Total	\$_____


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

183305

FILED Atty rd. 20.00
m12/5/09 1CC & Lewinits
FEB 10 2009 w/prop desc.
S William A. Shaw
Prothonotary/Clerk of Courts to Sheriff
(60)

No. 08-2330-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED
FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

GMAC MORTGAGE, LLC *SMI* TO GMAC
MORTGAGE CORPORATION

vs.

GARY I. TEATS

PRAECLPICE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: GARY I. TEATS
108 BIGLER AVENUE APT 1
CLEARFIELD, PA 16830

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC S/I/I TO GMAC

MORTGAGE CORPORATION

1100 VIRGINIA DRIVE P.O. BOX 8300

FORT WASHINGTON, PA 19034

:

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

:

CIVIL DIVISION

:

NO. 08-2330-CD

:

GARY I. TEATS

108 BIGLER AVENUE APT 1

CLEARFIELD, PA 16830

:

:

Defendant(s).

:

:

CERTIFICATION

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

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

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**GMAC MORTGAGE, LLC S/I/I TO GMAC
MORTGAGE CORPORATION
1100 VIRGINIA DRIVE P.O. BOX 8300
FORT WASHINGTON, PA 19034**

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

Plaintiff,

v.

**GARY I. TEATS
108 BIGLER AVENUE APT 1
CLEARFIELD, PA 16830**

: **CIVIL DIVISION**

: **NO. 08-2330-CD**

Defendant(s).

:
:

AFFIDAVIT PURSUANT TO RULE 3129.1

GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **RR2 BOX 42A A/K/A 115 TURNER DRIVE, CLEARFIELD, PA 16830**.

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

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

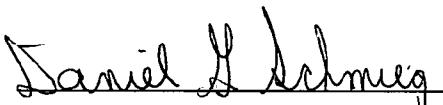
**108 BIGLER AVENUE APT 1
CLEARFIELD, PA 16830**

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

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

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

FEBRUARY 9, 2009
Date


DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION	:	
1100 VIRGINIA DRIVE P.O. BOX 8300	:	CLEARFIELD COUNTY
FORT WASHINGTON, PA 19034	:	COURT OF COMMON PLEAS
 Plaintiff,	:	 CIVIL DIVISION
 v.	:	
 GARY I. TEATS	:	 NO. 08-2330-CD
108 BIGLER AVENUE APT 1	:	
CLEARFIELD, PA 16830	:	
 Defendant(s).	:	 :
	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **RR2 BOX 42A A/K/A 115 TURNER DRIVE, CLEARFIELD, PA 16830**.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	
4. Name and address of the last recorded holder of every mortgage of record:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	
5. Name and address of every other person who has any record lien on the property:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	RR2 BOX 42A A/K/A 115 TURNER DRIVE CLEARFIELD, PA 16830
DOMESTIC RELATIONS CLEARFIELD COUNTY	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128
Internal Revenue Service Federated Investors Tower	13TH Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105

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

FEBRUARY 9, 2009
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Copy

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

GMAC MORTGAGE, LLC S/I/I TO
GMAC MORTGAGE
CORPORATION
vs.

GARY I. TEATS

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No.
No. 08-2330-CD
No.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: RR2 BOX 42A A/K/A 115 TURNER DRIVE, CLEARFIELD, PA 16830
(See Legal Description attached)

Amount Due	
Interest from 1/14/09 to Sale	\$ _____
Per diem \$11.52	
Add'l Costs	\$74,023.31
Writ Total	\$

Prothonotary costs \$70,058.31
135.00

Willie H. Hause

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 2/10/09
(SEAL)

183305

No. 08-2330-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC *S/J* TO GMAC
MORTGAGE CORPORATION

vs.

GARY I. TEATS

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs	\$70,058.31
Real Debt	
Int. from 1/14/09	
To Date of Sale (\$11.52 per diem)	
Costs	
Prothy Pd.	<u>135.00</u>
Sheriff	
DANIEL G. SCHMIEG, ESQUIRE	
Attorney for Plaintiff	

Address: GARY I. TEATS
108 BIGLER AVENUE APT 1
CLEARFIELD, PA 16830

LEGAL DESCRIPTION

ALL that certain parcel or lot of land situate Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin located on a common boundary with land of Lynn Grice; thence North ten (10%) degrees twenty-five (25 minutes) minutes East along land of said Grice a distance of four hundred sixty-six and sixty-three hundredths (466.63) feet to an iron pin; thence continuing by the same course a distance of forty-three and seventy-four hundredths (43.74) feet to an iron pin on boundary of land now or formerly of Earl M. Brown; thence South eighty-three (83 degrees) degrees zero (00 minutes) minutes East along land now or formerly of Earl M. Brown a distance of ninety-three and five-tenths (93.5) feet to an iron pin; thence South ten (10 degrees) degrees twenty-five (25 minutes) minutes West a distance of forty-three and seventy-four hundredths (43.74) feet to an iron pin; thence by the same course and distance a distance of four hundred sixty-six and sixty-three hundredths (466.63) feet to an iron pin located at the corner of an existing driveway at the boundary of other land of Grantors herein; thence along other land of the Grantors North eighty-three (83 degrees) degrees zero (00 minutes) minutes West a distance of ninety-three and five-tenths (93.5) feet to an iron pin, being the place of beginning. Containing one (1) acre.

TOGETHER with the right of ingress, egress and regress over, upon and through a twenty (20) foot existing driveway on land of the Grantors, said right-of-way commencing on Township Road Route No. 599 and thence commencing generally North along the eastern boundary of land now or formerly of Russell J. Green and thence continuing through land of the Grantors generally North as it exists at its present time to a point; thence continuing generally West through the land of the Grantors herein; thence generally West along and through land which the Grantors have had surveyed for conveyance to Vincent J. Centra, Shirley M. Centra and Perry Centra to the southeast corner of the land herein conveyed. Said Grantees, their heirs, executors, administrators and assigns shall have the free right of ingress, egress and regress over and upon said twenty (20) foot right-of-way in perpetuity and in connection therewith shall have the right to maintain, repair, improve and otherwise affect said right-of-way in such manner as shall be necessary or reasonable for the purpose of ingress, egress and regress. Grantors reserve for themselves and their heirs, executors and assigns the right to use said right-of-way. Map of the land herein conveyed dated May 19, 1980 and prepared by Lex W. Curry, Registered Surveyor, with the land herein conveyed and the location of said right-of-way shaded in red is attached hereto and incorporated herein by reference.

EXCEPTING and **RESERVING** all prior exceptions and reservations contained and set forth in all prior documents of record.

BEING a part of the same premises which Ward J. Shaffer et ux by their deed dated July 7, 1929 and recorded in Deed Book 294, Page 115, granted and conveyed to Paul N. Morrison and Leona E. Morrison, his wife, the Grantors herein.

TITLE TO SAID PREMISES IS VESTED IN Gary I. Teats and Rose M. Teats, his wife, as tenants by the entireties, by Deed from Paul N. Morrison and Leona E. Morrison, his wife, dated 06/30/1980, recorded 07/02/1980 in Book 799, Page 4.

Premises being: RR2 BOX 42A A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

Tax Parcel No. 123K7136

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105008
NO. 08-2330-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE, LLC, S/I/I
vs.

DEFENDANT: GARY I. TEATS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	753488	20.00
SHERIFF HAWKINS	PHELAN	753488	26.00

S FILED
03:45pm
MAR 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

FILED

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE : CLEARFIELD COUNTY
CORPORATION : COURT OF COMMON PLEAS
Plaintiff, :
v. : CIVIL DIVISION
GARY I. TEATS : NO. 08-2330-CD
Defendant(s) :
:

APR 06 2009

m/10:55/1

William A. Shaw
Prothonotary/Clerk of Courts

W.C.C.

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: RR2 BOX 42A A/K/A 115 TURNER DRIVE, CLEARFIELD, PA 16830.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given to Lienholders 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 No. 2 (previously filed) and/or Amended Affidavit No. 2 on the date indicated. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Date: March 31, 2009

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

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

COS

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT RR2 BOX 42A A/K/A 115 TURNER DRIVE CLEARFIELD, PA 16830		
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				
8				
9				
10				
11				
12	JVS	Re: GARY I. TEATS	183305	TEAM 3
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office:	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

\$ 02.20
0004218010 MAR 05 2009
MAILED FROM ZIP CODE 19103
PRINTED SERVICES
UNITED STATES POSTAGE



William A Shaw
Prothonotary/Clerk of Courts

APR 06 2009

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20927
NO. 08-2330-CD

PLAINTIFF: GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION
vs.
DEFENDANT: GARY I. TEATS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 2/10/2009

LEVY TAKEN 3/2/2009 @ 11:20 AM

POSTED 3/2/2009 @ 11:20 AM

SALE HELD 5/1/2009

SOLD TO GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 5/19/2009

DATE DEED FILED 5/19/2009

PROPERTY ADDRESS RR 2 BOX 42A A/K/A 115 TRUNER DRIVE CLEARFIELD , PA 16830

SERVICES

3/4/2009 @ 2:20 PM SERVED GARY I. TEATS

SERVED GARY I. TEATS, DEFENDANT, AT HIS RESIDENCE 108 BIGLER AVENUE, APT 1, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GARY I. TEATS

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.

5
FILED
03/22/2009
MAY 19 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20927
NO: 08-2330-CD

PLAINTIFF: GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION
vs.
DEFENDANT: GARY I. TEATS

Execution REAL ESTATE

SHERIFF RETURN

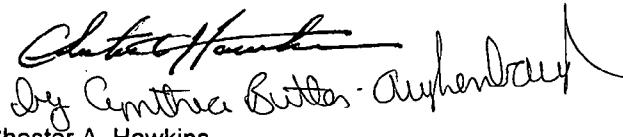
SHERIFF HAWKINS \$190.04

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


by Cynthia Butler - Aphenbach
Chester A. Hawkins
Sheriff

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

GMAC MORTGAGE, LLC S/I/I TO

GMAC MORTGAGE

CORPORATION

vs.

GARY L. TEATS

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____

No. 08-2330-CD

No. _____

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: RR2 BOX 42A A/K/A 115 TURNER DRIVE, CLEARFIELD, PA 16830
(See Legal Description attached)

Amount Due	Prothonotary costs	\$70,058.31
Interest from 1/14/09 to Sale	135.00	\$ _____
Per diem \$11.52		
Add'l Costs		\$74,023.31
Writ Total		\$ _____

Willie L. Hay

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 2/10/09
(SEAL)

183305

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

Chesler A. Hauseis
Sheriff by Cynthia Butler-Coughenour

No. 08-2330-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC *v/v* TO GMAC
MORTGAGE CORPORATION

vs.

GARY I. TEATS

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs	_____
Real Debt	\$70,058.31
Int. from 1/14/09 To Date of Sale (\$11.52 per diem)	_____
Costs	_____
Protho Pd.	<u>135.00</u>
Sheriff	<u>Daniel G. Schmieg</u>
DANIEL G. SCHMIEG, ESQUIRE	
Attorney for Plaintiff	

Address: GARY I. TEATS
108 BIGLER AVENUE APT 1
CLEARFIELD, PA 16830

LEGAL DESCRIPTION

ALL that certain parcel or lot of land situate Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin located on a common boundary with land of Lynn Grice; thence North ten (10%) degrees twenty-five (25 minutes) minutes East along land of said Grice a distance of four hundred sixty-six and sixty-three hundredths (466.63) feet to an iron pin; thence continuing by the same course a distance of forty-three and seventy-four hundredths (43.74) feet to an iron pin on boundary of land now or formerly of Earl M. Brown; thence South eighty-three (83 degrees) degrees zero (00 minutes) minutes East along land now or formerly of Earl M. Brown a distance of ninety-three and five-tenths (93.5) feet to an iron pin; thence South ten (10 degrees) degrees twenty-five (25 minutes) minutes West a distance of forty-three and seventy-four hundredths (43.74) feet to an iron pin; thence by the same course and distance a distance of four hundred sixty-six and sixty-three hundredths (466.63) feet to an iron pin located at the corner of an existing driveway at the boundary of other land of Grantors herein; thence along other land of the Grantors North eighty-three (83 degrees) degrees zero (00 minutes) minutes West a distance of ninety-three and five-tenths (93.5) feet to an iron pin, being the place of beginning. Containing one (1) acre.

TOGETHER with the right of ingress, egress and regress over, upon and through a twenty (20) foot existing driveway on land of the Grantors, said right-of-way commencing on Township Road Route No. 599 and thence commencing generally North along the eastern boundary of land now or formerly of Russell J. Green and thence continuing through land of the Grantors generally North as it exists at its present time to a point; thence continuing generally West through the land of the Grantors herein; thence generally West along and through land which the Grantors have had surveyed for conveyance to Vincent J. Centra, Shirley M. Centra and Perry Centra to the southeast corner of the land herein conveyed. Said Grantees, their heirs, executors, administrators and assigns shall have the free right of ingress, egress and regress over and upon said twenty (20) foot right-of-way in perpetuity and in connection therewith shall have the right to maintain, repair, improve and otherwise affect said right-of-way in such manner as shall be necessary or reasonable for the purpose of ingress, egress and regress. Grantors reserve for themselves and their heirs, executors and assigns the right to use said right-of-way. Map of the land herein conveyed dated May 19, 1980 and prepared by Lex W. Curry, Registered Surveyor, with the land herein conveyed and the location of said right-of-way shaded in red is attached hereto and incorporated herein by reference.

EXCEPTING and RESERVING all prior exceptions and reservations contained and set forth in all prior documents of record.

BEING a part of the same premises which Ward J. Shaffer et ux by their deed dated July 7, 1929 and recorded in Deed Book 294, Page 115, granted and conveyed to Paul N. Morrison and Leona E. Morrison, his wife, the Grantors herein.

TITLE TO SAID PREMISES IS VESTED IN Gary I. Teats and Rose M. Teats, his wife, as tenants by the entireties, by Deed from Paul N. Morrison and Leona E. Morrison, his wife, dated 06/30/1980, recorded 07/02/1980 in Book 799, Page 4.

Premises being: RR2 BOX 42A A/K/A 115 TURNER DRIVE
CLEARFIELD, PA 16830

Tax Parcel No. 123K7136

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GARY I. TEATS NO. 08-2330-CD

NOW, May 19, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 01, 2009, I exposed the within described real estate of Gary I. Teats to public venue or outcry at which time and place I sold the same to GMAC MORTGAGE, LLC S/I/I TO GMAC MORTGAGE CORPORATION 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	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	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	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$190.04

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	70,058.31
INTEREST @ 11.5200 %	
FROM 01/14/2009 TO 05/01/2009	1,232.64

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$71,310.95
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COSTS:

ADVERTISING	654.25
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	190.04
LEGAL JOURNAL COSTS	432.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,586.79

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