

08-2330-CD  
GMAC Mortg. Vs Gary Teats

5 FILED 2CC Sheriff  
m/11:12:01  
DEC 04 2008 Atty pd.  
\$95.00  
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 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

NO. 08-2330-CD

v.

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	\$750.00
Subtotal	\$69,466.53
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	\$0.00
<b>TOTAL</b>	\$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 entirety.

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:  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

CRISTOVALANTE 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///

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

*House Empty*

**FILED**  
DEC 17 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 12-10-08 AT 250 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON GARY I. TEATS, DEFENDANT

BY HANDING TO

*Gary Teats*

*1 self*

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

ADDRESS SERVED

*108 Brylen 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

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///

VS

GARY I. TEATS

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/03/2009

HEARING:

PAGE: 105008

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:

ATTEMPTS

VACANT

OCCUPIED

12-11-08

SHERIFF'S RETURN

NOW, 12-10-08 AT 250 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 Signature

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

Plaintiff

vs.

GARY I. TEATS

Defendant(s)

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

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

5  
**FILED** NoCC.  
m/10:45am  
DEC 26 2008  
William A. Skaw  
(LM)

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

PHS #: 183305

**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 TO  
GMAC MORTGAGE CORPORATION

Plaintiff

vs.

GARY I. TEATS

Defendant(s)

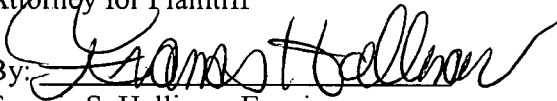
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 08-2330-CD  
:  
: CLEARFIELD COUNTY  
:  
:  
:

**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:

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

LSO 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

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** REC-Notice  
m 10:48 AM to def.  
JAN 23 2009 Statement to Atty  
William A. Shaw Atty. 01.20.09  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

**GMAC MORTGAGE, LLC, S/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  
Interest - 12/03/2008 to 01/13/2009

**\$69,466.53**

**\$591.78**

**TOTAL**

**\$70,058.31**

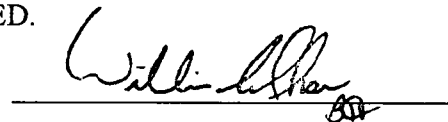
I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.



Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 11/23/09



PHS # 183305

**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 DIVISION

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.

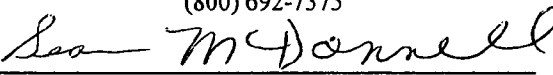
**IMPORTANT NOTICE**

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  
Legal Assistant

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 TO GMAC  
MORTGAGE CORPORATION

COURT OF COMMON PLEAS  
CIVIL DIVISION

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

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.

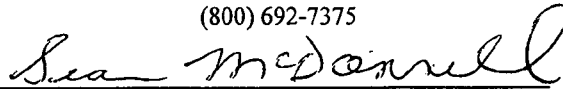
**IMPORTANT NOTICE**

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  
Legal Assistant

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 TO GMAC  
MORTGAGE CORPORATION

COURT OF COMMON PLEAS  
CIVIL DIVISION

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.

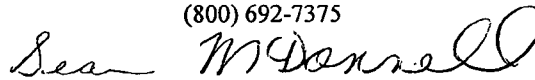
**IMPORTANT NOTICE**

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  
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 TO  
GMAC MORTGAGE CORPORATION**

**vs.**

**GARY I. TEATS**

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

**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 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  
:  
:

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

By: William L. Hays 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: \$

Int. From: \$

Gary I. Teats  
Defendant(s)

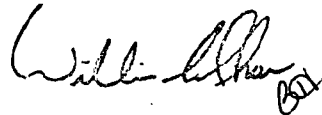
Entry: \$20.00

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.T.O  
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

Prothonotary costs 135.00

Interest from 1/14/09 to Sale

\$ \_\_\_\_\_


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  
m 12:51/01 1cc @lewis  
FEB 10 2009 w/prop desc.  
William A. Shaw  
Prothonotary/Clerk of Courts to Sheriff

(60)

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

GARY I. TEATS

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:


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

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

**FILED**

**FEB 10 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525

**CIVIL DIVISION**

**NO. 08-2330-CD**

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

•

•

•

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

6<sup>th</sup> Floor, Strawberry Sq., Dept 28061  
Harrisburg, PA 17128

Internal Revenue Service  
Federated Investors Tower

13<sup>TH</sup> 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/M 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

Writ Total

Prothonotary costs \$70,058.31  
135.00

\$ .....

\$74,023.31

\$

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 2/10/09  
(SEAL)

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC S/I 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

Prothy Pd.

135.00

Sheriff

*Daniel G. Schmieg*

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

FILED  
013:45cm  
MAR 25 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

FILED

APR 06 2009

m/10:55/10  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C

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 :  
Defendant(s) : NO. 08-2330-CD

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*  
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.

CQS

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

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 <sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128		
5		Internal Revenue Service, Federated Investors Tower 13 <sup>TH</sup> 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	<b>Re: GARY I. FEATS</b>	<b>183305 TEAM 3</b>	
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.

18 8.

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  
012/22611  
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 TO GMAC MORTGAGE CORPORATION

vs.

DEFENDANT: GARY I. TEATS

Execution REAL ESTATE

SHERIFF RETURN

---


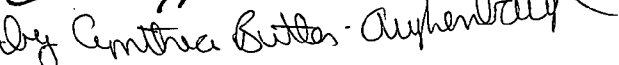
SHERIFF HAWKINS \$190.04

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

GMAC.MORTGAGE, LLC S/M/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

Interest from 1/14/09 to Sale  
Per diem \$11.52  
Add'l Costs  
Writ Total

Prothonotary costs \$70,058.31  
135.00

\$ .....

\$74,023.31

\$

*William L. Hays*

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 2/10/09  
(SEAL)

183305

Received this writ this 10<sup>th</sup> day  
of February A.D. 2009  
At 2:00 A.M./P.M.

*Charles A. Hays*  
Sheriff *Joy Cynthia B. B. Oughenlock*



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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

GMAC MORTGAGE, LLC S/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

Prothy Pd.

Sheriff

*Daniel G. Schmieg*

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 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	
<b>TOTAL SHERIFF COSTS</b>	<b>\$190.04</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

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

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

<b>TOTAL DEBT AND INTEREST</b>	<b>\$71,310.95</b>
--------------------------------	--------------------

**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	

<b>TOTAL COSTS</b>	<b>\$1,586.79</b>
--------------------	-------------------

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