

00-560-CD
NATIONAL CITY MORTGAGE COMPANY et al -vs- BYRON J. MARTINSON et ux

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of TOWNE &
COUNTRY MORTGAGE CCRP.,

Plaintiff,

CIVIL DIVISION

NO. 00-560-CO

**COMPLAINT IN MORTGAGE
FORECLOSURE**

vs.

BYRCN J. MARTINSON and BRIDGET
A. MARTINSON, husband and wife,

Defendants.

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

William A. Shaw
Prothonotary

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 THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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**PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830**

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 3232 Newmark Drive, Miamisburg, Ohio 45342.

2. The Defendant(s) is/are individuals with a last known mailing address of 43 Amm Street, Bradford, PA 16701. The property address is **210 Fairview Avenue, Dubois, PA 15801** and is the subject of this action.

3. On the 25th day of March, 1994, in consideration of a loan of Twenty Six Thousand Six Hundred Fifty (\$26,650.00) Dollars made by Towne & Country Mortgage Corp., a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country Mortgage Corp., a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Towne & Country, as mortgagee, which mortgage was recorded on the 29th day of March, 1994, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1594, page 587. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 29th day of March, 1994, Towne & Country, a PA corporation, assigned to the Plaintiff, National City Mortgage Company, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 29th day of March, 1994, in Mortgage Book Volume

1594, page 594. The said assignment is incorporated herein by reference.

6 Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

7 Since December 1, 1999, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

8 In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

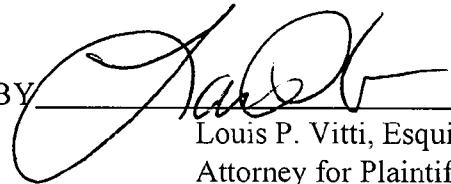
9 The amount due on said mortgage is itemized on the attached schedule.

10. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Twenty Nine Thousand Nine Hundred Forty Nine and 38/100 Dollars (\$29,949.38) with interest and costs

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY 
Louis P. Vitti, Esquire
Attorney for Plaintiff

martinson, Bryon

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		24,914.71
Interest 7.5000% from 11/01/99 through 05/31/2000 (Plus \$5.1195 per day after 05/31/2000)		1,085.33
Late charges through 05/01/2000 0 months @ 10.50 Accumulated beforehand (Plus \$10.50 on the 17th day of each month after 05/01/2000)	0.00 <u>52.50</u>	52.50
Attorney's fee		1,245.74
Escrow deficit (This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		<u>2,651.10</u>
	BALANCE DUE	29,949.38

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM BRYON J. MARTINSON AND BRIDGET A. MARTINSON, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED MARCH 23, 1994 AND COVERING PROPERTY KNOWN AS 210 FAIRVIEW AVENUE, DUBOIS, PA 15801.

ALL that certain lot or parcel of land situate lying and being in the city of DuBois, Clearfield County, Pennsylvania, known and numbered on the Plan of J. E. Long's Addition to said City of DuBois as the Westerly part of Lot No. 162 and being bounded and described as follows:

BEGINNING at a post on the easterly side of Fairview Alley and at corner of Lot No. 163, thence North 37° 30' West, by line of said Fairview Alley, a distance of 50 feet to a post at corner of Lot No. 161, thence North 52° 20' East by line of said Lot No. 161, a distance of 68 feet to a post at corner of land now or formerly of John T. and Esther L. Swanson; thence South 37° 30' East, by line of said Swanson land, a distance of 50 feet to a post in division line between Lots No. 162 and No. 163; thence South 52° 30' West, by line of said Lot No. 163, a distance of 68 feet to a post at Fairview Alley, the place of beginning.

BEING the same property which Homer L. Vance and Gale Vance, husband and wife and Carole Vance, single, by deed dated March 17, 1994 and to be recorded herewith, granted and conveyed to Bryon J. Martinson and Bridget A. Martinson, husband and wife, the Mortgagors herein.

Exhibit A¹¹

003

VERIFICATION

AND NOW Louis F. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.



Louis P. Vitti

Dated: May 8, 2000

11/2000
ML308LATTY U.H.
PC. 30.00
4CC ~~30.00~~
Sherry

LOUIS P. VITTI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE COMPANY
VS
MARTINSON, BYRON J.

00-560-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW MAY 18, 2000, DONALD MOREY, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BYRON J. MARTINSON AND BRIDGET A. MARTINSON, DEFENDANTS.

NOW MAY 24, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BYRON J. MARTINSON AND BRIDGET A. MARTINSON, DEFENDANTS BY DEPUTIZING THE SHERIFF OF MCKEAN COUNTY. THE RETURN OF SHERIFF MOREY IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND". NEW ADDRESS IS: 215 MEADOW ST., WALTERSBORO, SC 29488-2742.

NOW MAY 30, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BYRON J. MARTINSON AND BRIDGET A. MARTINSON, DEFENDANTS. MOVED OUT OF STATE.

48.76 SHFF. HAWKINS PAID BY: ATTY.
58.10 SHFF. MOREY PAID BY: ATTY.
40.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

1st DAY OF June 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Shaw
CHESTER A. HAWKINS
SHERIFF

FILED

JUN 01 2000
09:42 am
William A. Shaw
Prothonotary *E* *KPS*

AFFIDAVIT OF SERVICE.

National City Mortgage Corp.

Versus

Byron J. Martinson and
Bridget A. Martinson

STATE OF PENNSYLVANIA
COUNTY OF McKEAN

}

SS:

**IN THE COURT OF COMMON PLEAS
OF McKEAN COUNTY**

No. Clearfield Co., PA Term 19

Donald D. Morey, High Sheriff

being duly sworn according to law, deposes and says, that

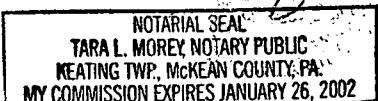
The Complaint in Mortgage Foreclosure filed in this suit upon Bryon J. Martinson, defendant named within returned "Not Found" as after diligent search and inquiry he was not to be found within my bailiwick.

The Complaint in Mortgage Foreclosure filed in this suit upon Bridget Martinson, defendant named within returned "Not Found" as after diligent search and inquiry she was not to be found within my bailiwick.

New Address: 215 Meadow Street, Wattersboro, SC 29488-2742

Sworn to and subscribed before me this

24th day of May A.D. 2000
Donald D. Morey



So Answers

Donald D. Morey Sheriff

Deputy

No. Clearfield Co., Form 19

National City Mortgage Corp.

vs.

Byron J. Martinson and
Bridget A. Martinson

AFFIDAVIT OF SERVICE

Complainant in Mortgage
Foreclosure

Paid _____ \$ _____

Chester Hawkins, Sheriff

Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of TOWNE &
COUNTRY MORTGAGE CORP.,

CIVIL DIVISION

NO. 00-560-60

Plaintiff,

**COMPLAINT IN MORTGAGE
FORECLOSURE**

vs.

BYRON J. MARTINSON and BRIDGET
A. MARTINSON, husband and wife,

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Defendants.

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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

MAY 11 2000

Attest:

William L. Shaver
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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CLEARFIELD, PA 16830**

(814) 765-2641 - EXT. 20

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 3232 Newmark Drive, Miamisburg, Ohio 45342.

2. The Defendant(s) is/are individuals with a last known mailing address of 43 Amm Street, Bradford, PA 16701. The property address is **210 Fairview Avenue, Dubois, PA 15801** and is the subject of this action.

3. On the 25th day of March, 1994, in consideration of a loan of Twenty Six Thousand Six Hundred Fifty (\$26,650.00) Dollars made by Towne & Country Mortgage Corp., a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country Mortgage Corp., a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Towne & Country, as mortgagee, which mortgage was recorded on the 29th day of March, 1994, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1594, page 587. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

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SEE EXHIBIT "A" ATTACHED HERETO.

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7. Since December 1, 1999, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

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9. The amount due on said mortgage is itemized on the attached schedule.

10. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Twenty Nine Thousand Nine Hundred Forty Nine and 38/100 Dollars (\$29,949.38) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY Louis P. Vitti

Louis P. Vitti, Esquire
Attorney for Plaintiff

martinson, Bryon

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Escrow deficit		2,651.10
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
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ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM BRYON J. MARTINSON AND BRIDGET A. MARTINSON, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED MARCH 23, 1994 AND COVERING PROPERTY KNOWN AS 210 FAIRVIEW AVENUE, DUBOIS, PA 15801.

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Exhibit A

0020

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AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

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Louis P. Vitti

Louis P. Vitti

Dated: May 8, 2000

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COMPANY, Assignee of TOWNE &
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Plaintiff,

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Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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MAY 11 2000

Attest.

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Prothonotary

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LOUIS P. VITTI & ASSOC., P.C.

BY *Louis P. Vitti*

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COMPANY, Assignee of TOWNE &
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Filed on behalf of
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Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
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Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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Attest.

Louis P. Vitti
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"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

7. Since December 1, 1999, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

8. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

9. The amount due on said mortgage is itemized on the attached schedule.

10. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Twenty Nine Thousand Nine Hundred Forty Nine and 38/100 Dollars (\$29,949.38) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY *Louis P. Vitti*

Louis P. Vitti, Esquire
Attorney for Plaintiff

martinson, Bryon

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		24,914.71
Interest 7.5000% from 11/01/99 through 05/31/2000		1,085.33
(Plus \$5.1195 per day after 05/31/2000)		
Late charges through 05/01/2000		
0 months @ 10.50	0.00	
Accumulated beforehand	<u>52.50</u>	52.50
(Plus \$10.50 on the 17th day of each month after 05/01/2000)		
Attorney's fee		1,245.74
Escrow deficit		<u>2,651.10</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)		
BALANCE DUE		29,949.38

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM BRYON J. MARTINSON AND BRIDGET A. MARTINSON, HUSBAND AND WIFE TO TOWNE & COUNTRY MORTGAGE CORP. DATED MARCH 21, 1994 AND COVERING PROPERTY KNOWN AS 210 FAIRVIEW AVENUE, DUBOIS, PA 15801.

ALL that certain lot or parcel of land situate lying and being in the City of DuBois, Clearfield County, Pennsylvania, known and numbered on the Plan of J. E. Long's Addition to said City of DuBois as the Westerly part of Lot No. 162 and being bounded and described as follows:

BEGINNING at a post on the easterly side of Fairview Alley and at corner of Lot No. 163, thence North 37° 30' West, by line of said Fairview Alley, a distance of 50 feet to a post at corner of Lot No. 161, thence North 52° 20' East by line of said Lot No. 161, a distance of 68 feet to a post at corner of land now or formerly of John T. and Esther L. Swanson, thence South 37° 30' East, by line of said Swanson land, a distance of 50 feet to a post in division line between Lots No. 162 and No. 163, thence South 52° 30' West, by line of said Lot No. 163, a distance of 68 feet to a post at Fairview Alley, the place of beginning.

BEING the same property which Homer L. Vance and Gale Vance, husband and wife and Carole Vance, single, by deed dated March 17, 1994 and to be recorded herewith, granted and conveyed to Bryon J. Martinson and Bridget A. Martinson, husband and wife, the Mortgagors herein.

Exhibit A

VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.

Louis P. Vitti

Louis P. Vitti

Dated: May 8, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of TOWNE &
COUNTRY MORTGAGE CORP.,

Plaintiff,

vs.

BYRON J. MARTINSON and BRIDGET
A. MARTINSON, husband and wife,

Defendants.

CIVIL DIVISION

NO. 00-560-CO

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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

Sept 1 2000

Attest.

William J. Shan
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 3232 Newmark Drive, Miamisburg, Ohio 45342.
2. The Defendant(s) is/are individuals with a last known mailing address of 43 Amm Street, Bradford, PA 16701. The property address is **210 Fairview Avenue, Dubois, PA 15801** and is the subject of this action.
3. On the 25th day of March, 1994, in consideration of a loan of Twenty Six Thousand Six Hundred Fifty (\$26,650.00) Dollars made by Towne & Country Mortgage Corp., a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country Mortgage Corp., a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Towne & Country, as mortgagee, which mortgage was recorded on the 29th day of March, 1994, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1594, page 587. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 29th day of March, 1994, Towne & Country, a PA corporation, assigned to the Plaintiff, National City Mortgage Company, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 29th day of March, 1994, in Mortgage Book Volume

1594, page 594. The said assignment is incorporated herein by reference.

6. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

7. Since December 1, 1999, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

8. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

9. The amount due on said mortgage is itemized on the attached schedule.

10. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Twenty Nine Thousand Nine Hundred Forty Nine and 38/100 Dollars (\$29,949.38) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY *Louis P. Vitti*

Louis P. Vitti, Esquire
Attorney for Plaintiff

martinson, Bryon

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BEING the same property which Homer L. Vance and Gale Vance, husband and wife and Carole Vance, single, by deed dated March 17, 1994 and to be recorded herewith, granted and conveyed to Bryon J. Martinson and Bridget A. Martinson, husband and wife, the Mortgagors herein.

Exhibit A

VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.

Louis P. Vitti

Louis P. Vitti

Dated: May 8, 2000

IN THE COURT OF COMMON FLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of TOWNE &
COUNTRY MORTGAGE CORP.

CIVIL DIVISION

NO. 00-560-CD

**PRAECIPE TO SETTLE AND
DISCONTINUE**

Plaintiff,

vs.

BYRON J. MARTINSON and BRIDGET
A. MARTINSON, his wife

Defendants.

Code - mortgage foreclosure

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
PA I.D. #3810
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED
JAN 19 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY MORTGAGE COMPANY,) NO. 00-560-CD
Assignee of TOWNE & COUNTRY MORTGAGE CORP.)
Plaintiff,)
vs.)
BYRON J. MARTINSON and BRIDGET A. MARTINSON,)
his wife)
Defendants.)

PRAECIPE TO SETTLE AND DISCONTINUE

TC: PRCTHCNOTARY OF CLEARFIELD COUNTY:

KINDLY settle and discontinue - Verdicts, Judgments, Executions, Awards, Decrees,
Equity, Liens, Counterclaims or Cross-claims and Plaintiff's case as to Defendants.

Others:

Attorney in Fact

Vol. _____, page _____



Louis P. Vitti, Esquire
Attorney for Plaintiff

I hereby certify that the foregoing is a true and correct statement of the above case.

Date _____

SWORN TO and subscribed

Pro. Cost _____

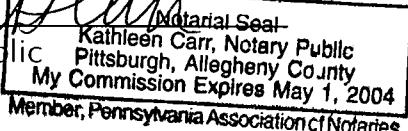
before me this 18TH day

Sheriff due _____

of January, 2001.

Cert. _____

Notary Public



BY _____
Deputy

FILED

JAN 19 2001
M. B. S. Ct.
William A. Shaw
Prothonotary

Due to attorney

Copy A

✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

National City Mortgage Company,
Assignee of Towne & Country Mortgage
Corp.

Plaintiff(s)

Vs.

No. 00-560-CD

Byron J. Martinson and
Bridget A. Martinson
Defendant(s)

CERTIFICATE OF DISCONTINUATION

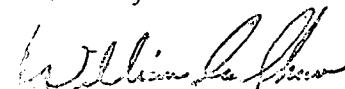
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 19th of January A.D. 2001, marked:

Settled and discontinued.

Record costs in the sum of \$226.86 have been paid in full by Louis P. Vitti, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of January A.D. 2001.



Prothonotary