

01-645-CD
NATIONAL CITY MORTGAGE -vs- MICHAEL C.
COMPANY et al MATTHEWS et ux

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of NATIONAL
CITY BANK OF PA

Plaintiff,

vs.

MICHAEL C. MATTHEWS and MOLLY
ANN MATTHEWS, his wife,

Defendants.

CIVIL DIVISION

NO. 01-645-CD

**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

FILED

MAY 03 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY MORTGAGE COMPANY, et al.)
) No.
 Plaintiff,)
 vs.)
)
 MICHAEL C. MATTHEWS and MOLLY ANN)
 MATTHEWS, his wife,)
)
 Defendant(s))

NOTICE PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT

Louis P. Vitti and Associates, P.C. is a law firm attempting to collect a debt for our client, National City Mortgage Company, and any information obtained will be used for that purpose.

Attached is a Complaint in Mortgage Foreclosure which sets forth the amount of a debt we are advised that you owe to National City Mortgage Company. We are attempting to collect this debt. Unless you dispute the validity of this debt or any portion of this debt, within thirty (30) days after receipt of this Notice, Louis P. Vitti and Associates, P.C. will assume this debt to be valid.

If you notify Louis P. Vitti and Associates, P.C. in writing within the thirty (30) day period that this debt or any portion of this debt is disputed, then Louis P. Vitti and Associates, P.C. will obtain verification of the debt and we will mail a copy of this verification to you. Please be sure to provide us with your correct mailing address.

If the creditor named in the attached Complaint is not the original creditor we will, upon your written request, provide you with the name and address of the original creditor.

If you dispute this debt (or any part of this debt) in writing or request the name of the original creditor in writing within thirty (30) days after you receive this Notice, Louis P. Vitti and Associates, P.C. will cease collection of the debt or any disputed portion of the debt until we have obtained the verification and/or name of the original creditor and have mailed that information to you.

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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**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 10 N. 4th Street Dubois, PA 15801. The property address is **10 N. 4th Street, Dubois, PA 15801** and is the subject of this action.
3. On the 17th day of November, 1998, in consideration of a loan of Thirty Nine Thousand Eight Hundred Eighty Eight (\$39,888.00) Dollars made by National City Bank of PA, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to National City Bank of PA, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and National City Bank of PA, as mortgagee, which mortgage was recorded on the 17th day of November, 1998, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1986, page 62. 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 17th day of November, 1998, National City Bank of PA, 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 17th day of November, 1998, in Mortgage Book Volume 1986, page 62. 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 September 1, 2000, 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).

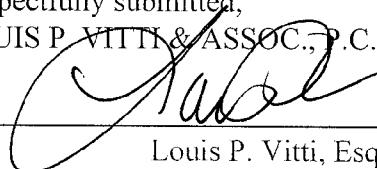
9. The amount due on said mortgage is itemized on the attached schedule.

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 Forty Eight Thousand Six Hundred Sixty Six and 96/100 Dollars (\$48,666.96) with interest and costs.

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

BY


Louis P. Vitti, Esquire
Attorney for Plaintiff

MATTHEWS, MICHAEL

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance		39,046.44
Interest 6.5000% from 08/01/00 through 05/31/2001		2,106.90
(Plus \$6.9535 per day after 05/31/2001)		
Late charges through 05/01/2001		
0 months @ 16.80	0.00	
Accumulated beforehand	<u>0.00</u>	134.40
(Plus \$16.80 on the 17th day of each month after 05/01/2001)		
Attorney's fee		1,952.32
Escrow deficit		<u>5,426.90</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		48,666.96

M. D. Hens
814 765 1989

P. 13

VOL 1996 PAGE 61

ALL that certain lot or piece of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands now or formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90° 02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

RESERVING to Cora F. MacMinn, et al., their heirs, successors and assigns, the right to cross the rear or Easterly portion of the above described lands with a pipe line for the conveyance of water and the right of going on said lands for the purpose of maintenance and repair of said water line as provided in the deed from Cora F. MacMinn, et al. to Delos E. Hibner, Jr. and Helen L. Hibner, his wife, dated September 30, 1936, and recorded at Clearfield, Pennsylvania, in Deed Book 323, page 103.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

1117-N

CLEARFIELD COUNTY
ENTERED OF RECORD
DATE 11-17-97
BY DR
FEE 3.75
Karen L. Stark, Recorder

Exhibit "A"

Entered of Record 11-17-97 14:05 Karen L. Stark, Recorder

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

Dated: May 1, 2001

FILED

May 03 2001
M 325000 with pd \$80.00
Sear
William K. Shaw
Prothonotary
LCC Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10977

NATIONAL CITY MORTGAGE COMPANY

01-645-CD

VS.

MATTHEWS, MICHAEL C. and MOLLY ANN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 18, 2001 AT 4:51 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL C. MATTHEWS, DEFENDANT AT RESIDENCE, 10 N. 4TH. ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL MATTHEWS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

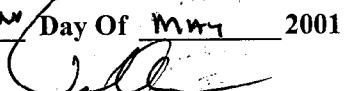
NOW MAY 18, 2001 AT 4:51 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MOLLY ANN MATTHEWS, DEFENDANT AT RESIDENCE, 10 N. 4TH. ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL MATTHEWS, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

Return Costs

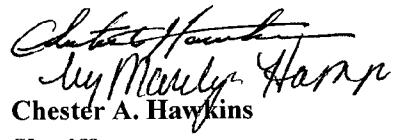
Cost	Description
75.00	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

22nd Day Of May 2001


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

So Answers,


Chester A. Hawkins
Sheriff



FREEED
MAY 22
MAY 22 2001
William A. Shaw 1/3:00 PM
Prothonotary Shaw
Prothonotary
no 46

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of NATIONAL
CITY BANK OF PA.,

Plaintiff,

vs.

MICHAEL C. MATTHEWS and MOLLY
ANN MATTHEWS, his wife,

Defendants.

CIVIL DIVISION

NO. 01-645-00

**PRAECIPE FOR DEFAULT
JUDGMENT, CERTIFICATION OF
MAILING AND AFFIDAVIT OF NON-
MILITARY SERVICE**

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

111 13 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTEWS, his wife, :
Defendants. :

PRAECIPE FOR DEFAULT JUDGMENT
AND ASSESSMENT OF DAMAGES

TO: PROTHONOTARY OF CLEARFIELD

Enter judgment in Default of an Answer in the amount of **\$48,938.15**, in favor of the National City Mortgage Company, et al, Plaintiff in the above-captioned action, against the Defendants, **Michael C. Matthews and Molly Ann Matthews** and assess Plaintiff's damages as follows and/or as calculated in the Complaint:

Unpaid Principal Balance	\$39,046.44
Interest from 8/1/00-7/9/01 (Plus \$6.9535 per day after 6/19/01)	2,378.09
Late charges (Plus \$16.80 per month from 5/1/01-Sale Date)	134.40
Attorney's fee	1,952.32
Escrow Deficit (Plus any 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>5,426.90</u>
Total Amount Due	<u>\$48,938.15</u>

The real estate, which is the subject matter of the Complaint, is situate in City DuBois, Cty. Clearfield, Cmwlth PA. HET a dwg k/a 10 North 4th Street, DuBois, PA 15801. Parcel #7-3-17-5377.



Louis P. Vitti, Esquire
Attorney for the Plaintiff

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTHEWS, his wife, :
Defendants. :
:

CERTIFICATION OF MAILING

I, Louis P. Vitti, do hereby certify that a Notice of Intention to Take Judgment was mailed to the Defendant(s), in the above-captioned case on June 8, 2001, giving ten (10) day notice that judgment would be entered should no action be taken.

LOUIS P. VITTI & ASSOCIATES, P.C.

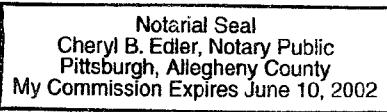
BY:

Louis P. Vitti
Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 9th day

of July, 2001.



Member, Pennsylvania Association of Notaries

Cheryl B. Edler
Notary Public

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

COMMONWEALTH OF PENNSYLVANIA, SS:

COUNTY OF ALLEGHENY

BEFORE me, the undersigned authority, personally appeared Louis P. Vitti, Esquire, who, being duly sworn according to law, deposes and says that he is advised and believes that DEFENDANT(S) is/are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge is/are not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This Affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

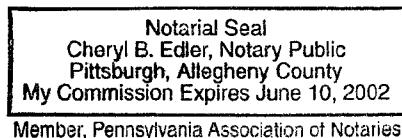


Louis P. Vitti, Esquire

SWORN to and subscribed

before me this 9th day

of July, 2001.



Notary Public

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTHEWS, his wife, :
Defendants. :
:

AFFIDAVIT

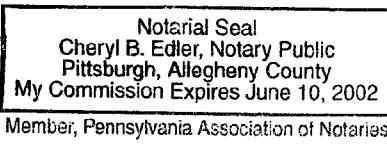
I, Louis P. Vitti, hereby certify that as representative of National City Mortgage Company, et al am familiar with the above-captioned case and various servicing activities related thereto and that the provisions of the laws of the Commonwealth of Pennsylvania and specifically, Act 91 of 1983, have been complied with in the above-captioned case.


Louis P. Vitti, Esquire
Attorney for Plaintiff

SWORN to and subscribed

before me this 9th day

of July, 2001.



Member, Pennsylvania Association of Notaries



Notary Public

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
: :
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY :
ANN MATTHEWS, his wife, :
: :
Defendants. :
:

IMPORTANT NOTICE

TO: Michael C. Matthews
Molly Ann Mathews
10 N. 4th Street
Dubois, Clearfield County, PA 15801

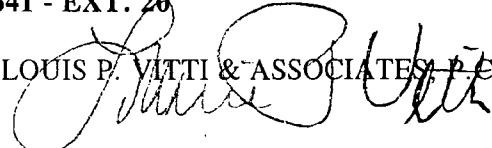
Date of Notice: **June 8, 2001**

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 YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 - EXT. 20

BY:

LOUIS P. VITTI & ASSOCIATES, P.C.


Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue
Pittsburgh, PA 15219

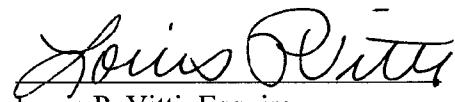
** THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTHEWS, his wife, :
Defendants. :
:

AFFIDAVIT

I, Louis P. Vitti, do hereby swear that, to the best of my knowledge, information and belief, the Defendant(s), is/are the owners of the real property on which the Plaintiff seeks to execute . That the Defendants' last known address is 10 North 4th Street, DuBois, PA 15801.

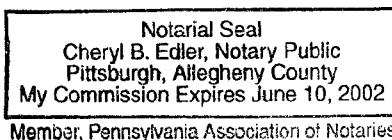


Louis P. Vitti
Louis P. Vitti, Esquire

SWORN TO and subscribed

before me this 9th day of

July, 2001.



Notary Public

FILED

13 2001
03.23/Atty V.H. Ad
William A. Shaw
Prothonotary
\$20.00

Not to Regs.
Statement to Atty

COPY

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTEWS, his wife, :
Defendants. :
:

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: DEFENDANT(S)

You are hereby notified that a judgment was entered in the above-captioned proceeding
on the 13th day of July 2001

Judgment is as follows: \$48,938.15.



Deputy

**** THE DEBT COLLECTOR IS ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.****

7

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

National City Mortgage Company
National City Bank of PA
Plaintiff(s)

No.: 2001-00645-CD

Real Debt: \$48,938.15

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael C. Matthews
Molly Ann Matthews
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 13, 2001

Expires: July 13, 2006

Certified from the record this 13th of July, 2001



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

FILED

111 13 2001
MAY 27 2001
William A. Shaw
Prothonotary

Pd \$20.00

Not to be filed
Stat. to be filed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY MORTGAGE
COMPANY, Assignee of NATIONAL
CITY BANK OF PA.,

Plaintiff,

vs.

MICHAEL C. MATTHEWS and MOLLY
ANN MATTHEWS, his wife,

Defendants.

CIVIL DIVISION

NO. 01-645-00

**PRAECLYPE FOR WRIT OF
EXECUTION AND AFFIDAVIT OF
LAST KNOWN ADDRESS**

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

11 13 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTHEWS, his wife, :
Defendants. :
:

**PRAECIPE FOR WRIT OF
EXECUTION IN MORTGAGE FORECLOSURE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Issue a Writ of Execution in favor of the Plaintiff and against the Defendant(s) in the
above-captioned matter as follows:

Amount Due	\$48,938.15
Interest 7/10/01-Sale Date	<hr/>
Total	\$ <hr/>

The real estate, which is the subject matter of the Praecipe for Writ of Execution is situate
in:

City DuBois, Cty. Clearfield, Cmwlth PA. HET a dwg k/a 10 North 4th Street, DuBois, PA 15801. Parcel
#7-3-17-5377.


Louis P. Vitti, Esquire
Attorney for Plaintiff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

National City Mortgage Company, assignee of
National City Bank of PA,

Vs.

NO.: 2001-00645-CD

Michael C. Matthews , and
Molly Ann Matthews , his wife

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY MORTGAGE COMPANY, NATIONAL CITY BANK OF PA, , Plaintiff(s) from MICHAEL C. MATTHEWS , MOLLY ANN MATTHEWS , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$48,938.15
INTEREST: \$from 7/10/01 - sale date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/13/2001

PAID: \$120.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Louis Vitti, Esquire
916 Fifth Avenue
Pittsburgh, PA 15219

Sheriff

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTHEWS, his wife, :
Defendants. :
:

LEGAL DESCRIPTION

ALL that certain lot piece of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90°02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

HAVING erected thereon a dwelling known as 10 North 4th Street, DuBois, PA 15801.

BEING the same premises which David P. Noves and Diane R.R. Noves, husband and wife by their Deed dated 10/29/1998 and recorded on 11/17/1998 in the Clearfield County Recorder of Deeds Office in Deed Book Volume 1986, page 49, granted and conveyed unto Michael Craig Matthews and Molly Ann Matthews, husband and wife as tenants in the entireties.

Parcel No. 7-3-17-5377.

FILED

JUL 13 2001
171334 AM 11
William A. Shaw
Prothonotary
10 ~~00~~ 20.00

6 Writs Shred
for

4

FILED

AUG 02 2001

William A. Shaw
Prothonotary

NOTICE OF SHERIFF'S SALE OF
REAL ESTATE PURSUANT TO
PENNSYLVANIA RULE OF CIVIL
PROCEDURE 3129.1

TO: Michael C. Matthews
Molly Ann Matthews
10 North 4th Street
DuBois, PA 15801

01-645-CD

AND: ALL LIEN HOLDERS

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in Clearfield County Courthouse on **October 5, 2001 at 10:00 A. M.**, the following described real estate, of which Michael C. Matthews and Molly Ann Matthews are owners or reputed owners:

City DuBois, Cty. Clearfield, Cmwlth PA. HET a dwg k/a 10 North 4th Street, DuBois, PA 15801. Parcel #7-3-17-5377.

The said Writ of Execution has issued on a judgment in the mortgage foreclosure action of National City Mortgage Company, et al vs. Michael C. Matthews, et al at No. 01-645-00 in the amount of \$48,938.15.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before the sale date.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

Attached hereto is a copy of the Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 - EXT. 20

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.

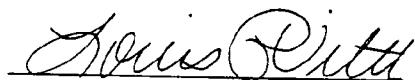
You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened in you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the Mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right, you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

You may also have the right to have the Sheriff's Sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's Sale. To exercise this right, you should file a petition with the Court after the sale and before the Sheriff has delivered his Deed to the property. The Sheriff will deliver the Deed if no petition to set aside the sale is filed within ten (10) days from the date when the Schedule of Distribution is filed in the Office of the Sheriff.


Louis P. Vitti, Esquire
Attorney for Plaintiff
916 Fifth Avenue
Pittsburgh, PA 15219
(412) 281-1725

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

National City Mortgage Company, assignee of
National City Bank of PA,

Vs.

NO.: 2001-00645-CD

Michael C. Matthews , and
Molly Ann Matthews , his wife

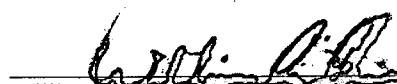
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY MORTGAGE COMPANY, NATIONAL CITY BANK OF PA, , Plaintiff(s) from MICHAEL C. MATTHEWS , MOLLY ANN MATTHEWS , , Defendant(s):

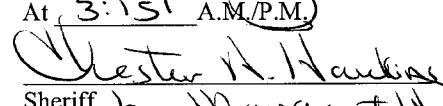
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$48,938.15
INTEREST: \$from 7/10/01 - sale date
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/13/2001

PAID: \$120.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 13th day
of July A.D. 2001
At 3:15 A.M./P.M.


Sheriff by Margaret N. Pott

Requesting Party: Louis Vitti, Esquire
916 Fifth Avenue
Pittsburgh, PA 15219

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

NATIONAL CITY MORTGAGE COMPANY :
Assignee of NATIONAL CITY BANK OF PA., : NO. 01-645-00
Plaintiff, :
vs. :
MICHAEL C. MATTHEWS and MOLLY ANN :
MATTHEWS, his wife, :
Defendants. :

LEGAL DESCRIPTION

ALL that certain lot piece of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at corner of Fourth Street in the said City, and a 16 foot alley; thence along said alley Easterly 60 feet to an iron pin at corner of lands herein conveyed and lands now or formerly of C. P. Munch Estate; thence along line of lands formerly of the said Munch Estate 54.1 feet to an iron pin at corner of lands here conveyed and other lands of Cora F. MacMinn, et al.; thence Westerly at an angle of 90°02' along line of other lands of Cora F. MacMinn, et al. 60 feet to an iron pin at Fourth Street; thence Northerly along North Fourth Street, 53.85 feet to an iron pin and the place of beginning. Having erected thereon a two-story frame dwelling house and a frame garage building.

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Parcel No. 7-3-17-5377.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11231

NATIONAL CITY MORTGAGE CO ET AL

01-645-CD

VS.
MATTHEWS, MICHAEL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 26, 2001, AT 4:28 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 5, 2001, AT 10:00 AM.

NOW, JULY 26, 2001, AT 4:28 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MICHAEL C. MATTHEWS, DEFENDANT, AT HIS PLACE OF RESIDENCE, 10 NORTH FOURTH STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MICHAEL C. MATTHEWS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 26, 2001, AT 4:28 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MICHAEL C. MATTHEWS, HUSBAND OF MOLLY ANN MATTHEWS, DEFENDANT, AT HIS PLACE OF RESIDENCE, 10 NORTH FOURTH STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MICHAEL C. MATTHEWS, HUSBAND OF MOLLY ANN MATTHEWS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, AUGUST 20, 2001, RECEIVED FAX FROM LOUIS P. VITTI, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE STAYED AS CLIENT PUT MORTGAGER ON REPAYMENT PLAN. CALLED COURIER EXPRESS AND LEGAL JOURNAL THIS DATE AND CANCELLED ADVERTISING.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11231

NATIONAL CITY MORTGAGE CO ET AL

01-645-CD

VS.

MATTHEWS, MICHAEL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 21, 2002, RETURN WRIT AS NO SALE HELD, REPAYMENT PLAN
WAS AGREED UPON. PAID COSTS FROM ADVANCE AND MADE REFUND OF
UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$188.78
SURCHARGE \$ 40.00
PAID BY ATTORNEY

Sworn to Before Me This

21st Day Of January 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
By Maryann N. Pott

Chester A. Hawkins
Sheriff

FILED

01/31/04
JAN 21 2002

William A. Shaw
Prothonotary

E. K. Pott

Louis P. Vitti and Associates, P.C.

COUNSELLORS AT LAW
916 FIFTH AVENUE
PITTSBURGH, PENNSYLVANIA 15219

PHONE: (412) 281-1725

FAX: (412) 281-3810

LOUIS P. VITTI
RODNEY PERMIGLIANI
BLAISE J. GUZEWICZ

Today is Monday
August 20, 2001

DSBN Member

Sheriff of Clearfield County
Clearfield County Courthouse

National City Mortgage Co. v. S. Matthes
RE: _____
Sale #: _____

To whom it may concern:

Please stay the writ on the above captioned case which is scheduled for the 10-5-01
Sheriff sale.

REASON: Client sent mortgage on repayment plan.

MONEY REALIZED: YES _____ for the amount of \$ _____
NO ✓

Thank you for your attention to this matter.

Very Truly Yours,

Louis P. Vitti

Louis P. Vitti

COPY

LPV/

LOUIS P. VITTI & ASSOCIATES, P.C.

916 Fifth Avenue
Pittsburgh, PA 15219

PHONE: (412) 281-1725

FAX: (412) 281-3810

FACSIMILE TRANSMITTAL

DATE: 8/20/01

ADDRESSEE:	Sheriff of Clevfield City (Real Estate Section)
COMPANY:	
YOUR FAX NUMBER:	614, 965-5915
FROM:	Lois

Number of Pages: 2

RE: Matthews Loan # _____

ADDITIONAL COMMENTS:

Please stay the sale of
10-5-01.

Thank you
Lois

Original Copy to follow by mail: Yes No

NOTE: If you have difficulty receiving this transmittal, please call (412) 281-1725. Thank you.

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE ABOVE NAMED INDIVIDUAL OR COMPANY. IF THE READER IS NOT THE INTENDED RECIPIENT, EMPLOYEE, OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED PARTY, YOU ARE HEREBY NOTIFIED THAT DISSEMINATION OR COPYING OF THIS FACSIMILE IS PROHIBITED BY LAW. IF YOU RECEIVE THIS FACSIMILE IN ERROR, PLEASE NOTIFY THE ABOVE BY TELEPHONE OR RETURN THE ORIGINAL FACSIMILE BY THE U.S. POSTAL SERVICE. THANK YOU.

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice (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 the _____ day of _____ 2001, I exposed the within described real estate of

to public venue or outcry at which time and place I sold the same to _____ he/she being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	12.35
LEVY	15.00
MILEAGE	12.35
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	15.00
BILLING - PHONE - FAX	5.00
TOTAL SHERIFF COSTS	\$ 128.78

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	\$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 48,938.15
INTEREST FROM 7-10-01 TO SALE DATE	
TO BE ADDED	
TOTAL DEBT & INTEREST	\$ 48,938.15

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	_____
ADVERTISING	_____
LATE CHARGES & FEES	_____
TAXES-Collector	_____
TAXES-Tax Claim	_____
COSTS OF SUIT-To Be Added	_____
LIST OF LIENS	_____
MORTGAGE SEARCH	_____
ACKNOWLEDGEMENT	_____
DEED COSTS	_____
ATTORNEY COMMISSION	_____
SHERIFF COSTS	\$ 128.78
LEGAL JOURNAL AD	_____
REFUND OF ADVANCE	_____
REFUND OF SURCHARGE	_____
PROTHONOTARY	\$ 120.00

TOTAL COSTS

\$ 368.78

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

COPY