

01-1795-CD  
FIRST UNION NATIONAL BANK etal -vs- MATTHEW E. REASINGER etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR THE PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Assignee of PENNSYLVANIA HOUSING  
FINANCE AGENCY, Assignee of  
MELLON BANK, N.A., Assignee of  
CORESTATES BANK, N.A., Assignee of  
TOWNE & COUNTRY MORTGAGE  
CORP.,

Plaintiff,

vs.

MATTHEW E. REASINGER and  
MICHELLE C. REASINGER,

Defendants.

CIVIL DIVISION

NO. 01-1796-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

**FILED**

OCT 30 2001

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.

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 2101 North Front St, Harrisburg, PA.

2. The Defendant(s) is/are individuals with a last known mailing address of 512 South Ave, DuBois, PA 15801. The property address is **512 South Ave, DuBois, PA 15801** and is the subject of this action.

3. On the 25th day of July, 1995, in consideration of a loan of Twenty Six Thousand Seven Hundred (\$26,700.00) Dollars made by Towne & Country, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Towne & Country, 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 28th day of July, 1995, in the Office of the Recorder of Deeds of Clearfield County, in Mortgage Book Volume 1692, page 272. 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 25th day of November, 1996, Corestates Bank, a PA corporation, assigned to the Plaintiff, Mellon Bank, N.A., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 26th day of November, 1996, in Mortgage Book Volume 1805, page 195. The said assignment is incorporated herein by reference.

6. On the 2nd day of September, 1998, Mellon Bank, N.A, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 2nd day of September, 1998, in Mortgage Book Volume 1965, page 173. The said assignment is incorporated herein by reference

7. Subsequent thereto, Pennsylvania Housing Finance Agency, a PA corporation, assigned to the Plaintiff, First Union National Bank, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference

8. 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."

9. Since June 1, 2001, 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.

10. 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 eiapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

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

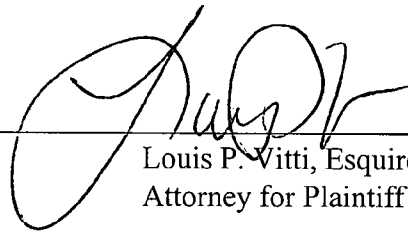
12. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Twenty Nine Thousand Three Hundred Seventy and 48/100 Dollars (\$29,370.48) with interest and costs.

Respectfully submitted,

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

BY



Louis P. Vitti, Esquire  
Attorney for Plaintiff

REASINGER . .

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	24,660.67
Interest    7.5000%        from    05/01/01        through    10/31/01 (Plus    \$5.0673    per day after    10/31/01    )	927.31
Late charges through    10/26/01 0   months @    7.47 Accumulated beforehand	29.88
(Plus    \$7.47    on the 17th day of each month after    10/26/01    )	
Attorney's fee	1,233.03
Escrow deficit	<u>2,519.59</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)	
<b>BALANCE DUE</b>	<b>29,370.48</b>

ADDENDUM ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE FROM MATTHEW E. REASINGER, UNMARRIED TO TOWNE & COUNTRY MORTGAGE CORP. DATED JULY 25, 1995 AND COVERING PROPERTY KNOWN AS 515 SOUTH AVENUE, DUBOIS, PA 15801.

\*\*\*\*\*

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, County of Clearfield, and State of Pennsylvania, and known on the plan of Henry Fireman's Addition to DuBois as Lot No. 46, bounded and described as follows, to wit:

BEGINNING at a post on the South side of South Avenue and the corner of Lot No. 45; thence Easterly by line of South Avenue 60 feet to Beech Alley; thence Southerly by line of said Beech Alley, 180 feet to a post on line of Marshall Alley; thence Westerly by line of Marshall Alley, 60 feet to a post at the corner of Lot No. 45; thence Northerly by line of said Lot No. 45, 180 feet to the place of beginning. Having thereon erected a two-story frame dwelling house known as 515 South Avenue.

SUBJECT to all exceptions, reservations, restrictions, easements, rights of way, and oil and gas leases as set forth in prior instruments of record and on the recorded plan.

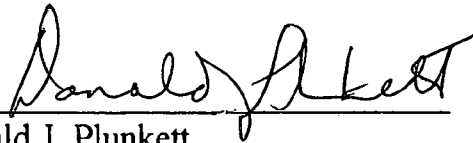
BEING the same property which Christopher J. Stoddard and Mary Kathleen Stoddard, husband and wife, by deed dated July 25, 1995 and to be recorded herewith, granted and conveyed to Matthew E. Reasinger, unmarried, the Mortgagor herein.

Exhibit "A"



## VERIFICATION

Donald J. Plunkett hereby states that he is the Assistant Executive Director for Single Family Programs of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he 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 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.



Donald J. Plunkett  
Assistant Executive Director for Single  
Family Programs

Date: 10-26-01

FILED

OCT 3 9 2001

William A. Shaw  
Prothonotary

13:561 CTH; UH;

PD \$80.00

acc Sheigb

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY, PENNSYLVANIA

CIVIL DIVISION

First Union National

No. 01-1795-CD

Bank, as trustee for

PHFA, et al.

PRAECIPE TO SETTLE AND  
DISCONTINUE

Vs

Matthew E. Reasinger

and Michelle C. Reasinger.

PRAECIPE TO SETTLE AND DISCONTINUE

TO: THE PROTHONOTARY

KINDLY settle and discontinue the above-captioned matter.

LOUIS P. VITTI & ASSOCIATES, P.C.

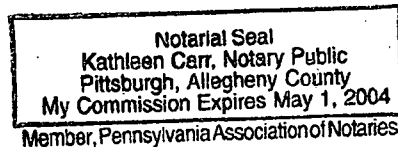
BY:

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

SWORN TO and subscribed

before me this 26<sup>th</sup> day  
of November, 2000.

[Signature]  
Notary Public



**FILED**

NOV 28 2001

11/28/01  
William A. Shaw  
Prothonotary

no cc  
copies to Ct  
cert disc to atty.

[Signature]

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**First Union National Bank  
Pennsylvania Housing Finance Agency  
Mellon Bank, N.A.  
Corestates Bank, N.A.  
Towne & Country Mortgage Corp.**

**Vs.**

**No. 2001-01795-CD**

**Matthew E. Reasinger  
Michelle C. Reasinger**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on The 28th day of November, 2001 marked:

Settle and Discontinued

Record costs in the sum of \$ have been paid in full by .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of November A.D. 2001.



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William A. Shaw, Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11712

FIRST UNION NATIONAL BANK

01-1795-CD

VS.

REASINGER, MATTHEW E. & MICHELLE C.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW, NOVEMBER 13, 2001 AT 11:31 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MATTHEW E. REASINGER, DEFENDANT AT RESIDENCE, 515 SOUTH AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANGELA REASINGER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: SNDYER

NOW, NOVEMBER 21, 2001 AT 7:10 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE C. REASINGER, DEFENDANT AT RESIDENCE, 547 LOCUST ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MURRAY, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVE BY: MARSHALL/SNYDER

**Return Costs**

Cost	Description
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85.75	SHFF. HAWKINS PAID BY: <i>Att</i>
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20.00	SURCHARGE PAID BY: ATTY.
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**FILED**

DEC 14 2001

01350

William A. Shaw  
Prothonotary

*ES*

Sworn to Before Me This

*14th* Day Of *December* 2001

*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 Hamer*

Chester A. Hawkins  
Sheriff