

01-2061-CD  
MORTGAGE ELECTRONIC REGISTRATION -vs- BRENDA SUE TOLLER  
SYSTEMS, INC.

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE, SUITE 350  
MCLEAN, VA 22102

TERM

Plaintiff

v.

NO. 01-2061-CD

CLEARFIELD COUNTY

BRENDA SUE TOLLER  
RR 1 BOX 713  
MORRISDALE, PA 16858

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

**\*\*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 AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

**FILED**

DEC 31 2001

William A. Shaw  
Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE, SUITE 350  
MCLEAN, VA 22102

2. Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

**AURORA LOAN SERVICES**  
**601 FIFTH AVENUE, P.O. BOX 1706**  
**SCOTTSBLUFF, NE 69363-1706**

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

BRENDA SUE TOLLER  
RR 1 BOX 713  
MORRISDALE, PA 16858

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

4. On 8/1/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY MORTGAGE COMPANY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument # 200011092. By Assignment of Mortgage recorded 12/18/01 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument # 200120269.
5. The premises subject to said mortgage is described as attached.
6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 9/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$52,158.57
Interest	1,515.36
8/1/01 through 12/1/01 (Per Diem \$12.32)	
Attorney's Fees	1,250.00
Cumulative Late Charges	81.61
8/1/00 to 12/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$55,555.54
Escrow	
Credit	0.00
Deficit	54.84
Subtotal	<u>\$ 54.84</u>
<b>TOTAL</b>	\$55,610.38

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$55,610.38, together with interest from 12/1/01 at the rate of \$12.32 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.



/s/ Frank Federman

FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

ALL that certain lot or tract of land situate in the Township of Morris, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin found at the Northwest corner of this property and being a corner of this tract and lands of, now or formerly, Alvin Hall, said iron pin being along the South side of L. R. 17060; thence along said road South  $80^{\circ} 43' 40''$  East, a distance of 94.35 feet to an iron pin set; thence through lands of which this property originates, South  $7^{\circ} 50' 00''$  West, a distance of 206.00 feet to an iron pin; thence South  $80^{\circ} 43' 40''$  East, a distance of 165.50 feet to an iron pin set on line of, now or formerly, James Lanner; thence along lands

of Lanner South  $7^{\circ} 50' 00''$  West, a distance of 146.25 feet to an iron pin found; thence North  $88^{\circ} 05' 57''$  West, a distance of 237.90 feet to an iron pin set on line of lands of, now or formerly, Joe Kardahely; thence by Kardahely North  $4^{\circ} 22' 37''$  East, a distance of 191.31 feet to an old post; thence by the lands of, now or formerly, Alvin Hall along a line in the same direction North  $4^{\circ} 22' 37''$  East, a distance of 192.75 feet to the first mentioned point and place of beginning.

**UNDER AND SUBJECT** to the following restriction to which the premises shall be and remain subject:

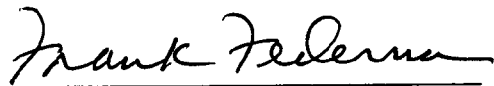
1. No more than one mobile or modular home or other dwelling may be erected or located upon the premises;
2. Nothing provided for herein shall limit the right and ability to replace, repair, alter or expand the existing mobile home or its replacement with a different type of dwelling as long as there exists no more than one single or multi-family dwelling on the premises.

**PREMISES ON:** RR1 BOX 713

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for 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 he is 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 its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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.



Frank Federman, Esquire  
Attorney for Plaintiff

DATE: 12/28/01

FILED

DEC 31 2001

30 m/11/4/1 cty Fedman  
William A. Shaw \$ 80.00  
Prothonotary PD

1 cc Shering BB



**FEDERMAN AND PHELAN, LLP**

By: Frank Federman, Esquire

Atty. I.D. No.: 12248

One Penn Center at Suburban Station

Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

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**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

**Plaintiff**

**vs.**

**Court of Common Pleas**

**CLEARFIELD County**

**No. 01-2061-CD**

**BRENDA SUE TOLLER**

**Defendant(s)**

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**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,**  
**AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

2/22/02  
Date

Frank Federman  
Frank Federman  
Attorney for Plaintiff

**FILED**

**FEB 27 2002**

**William A. Shaw**  
Prothonotary

**FILED**

FEB 27 2002

m/12:26 p.m.  
William A. Shaw  
Prothonotary *CM*

no cc

cert of disc. to Atty Federman

cert of disc. to *CF*

*KES*

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

**CIVIL DIVISION**

**Mortgage Electronic Registration Systems, Inc.**

**Vs.**

**No. 2001-02061-CD**

**Brenda Sue Toller**

**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 February 27, 2002 marked:

Discontinued and Ended without Prejudice.

Record costs in the sum of \$80.00 have been paid in full by Frank Federman, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of February A.D. 2002.

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William A. Shaw, Prothonotary

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

Sheriff Docket # 11920

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

01-2061-CD

VS.

TOLLER, BRENDA SUE

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 16, 2002 AT 9:50 AM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON BRENDA SUE TOLLER, DEFENDANT AT  
EMPLOYMENT, WELFARE OFFICE, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO BRENDA SUE TOLLER A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
36.90	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

25<sup>th</sup> Day Of March 2002  
*Jacqueline Kendrick*  
Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
*My Truly Honor*  
Chester A. Hawkins  
Sheriff

**FILED**

MAR 25 2002  
01:30 am  
William A. Shaw  
Prothonotary