

02-127-CD
CHASE MANHATTAN MORTGAGE -vs- TRUDY A. ADAMS et al
CORPORATION

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
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SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CHASE MANHATTAN MORTGAGE CORPORATION
3415 VISION DRIVE
COLUMBUS, OH 43219-6009

TERM

Plaintiff

v.

NO. 02-127-00

CLEARFIELD COUNTY

TRUDY A. ADAMS
DAVID W. ADAMS
RR 3 BOX 44C SYLVIS ROAD
CHERRY TREE, PA 15724

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

JAN 24 2002
10/229/ Atty Federman
William A. Shaw pd 80.00
Prothonotary
acc Shewitz

**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

CHASE MANHATTAN MORTGAGE CORPORATION
3415 VISION DRIVE
COLUMBUS, OH 43219-6009

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

TRUDY A. ADAMS
DAVID W. ADAMS
RR 3 BOX 44C SYLVIS ROAD
CHERRY TREE, PA 15724

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

3. On 5/16/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200007253.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 8/1/01 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$65,344.18
Interest	2,619.54
7/1/01 through 12/1/01 (Per Diem \$17.01)	
Attorney's Fees	1,000.00
Cumulative Late Charges	170.47
5/16/00 to 12/1/01	
Cost of Suit and Title Search	550.00
Subtotal	\$69,684.19
Escrow	
Credit	0.00
Deficit	6.94
Subtotal	\$ 6.94
TOTAL	\$69,691.13

7. 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.
8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.
9. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.
10. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants;
or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$69,691.13, together with interest from 12/1/01 at the rate of \$17.01 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 PIECE, PARCEL OR TRACT OF LAND SITUATE IN BURNSIDE TOWNSHIP,
CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

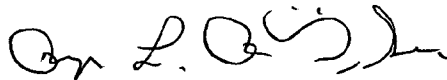
BEGINNING AT AN IRON PIN CORNER ON THE RIGHT-OF-WAY OF PENNSYLVANIA STATE
HIGHWAY, LEGISLATIVE ROUTE NUMBER 17001, RUNNING FROM PENNSYLVANIA STATE HIGHWAY
TRAFFIC ROUTE NO. 210 NEAR STIFFLERTOWN TO SYLVIS; BEING ALSO LOCATED SOUTH 86
DEGREES 29 MINUTES EAST A DISTANCE OF 370.2 FEET FROM A SPIKE ON THE EDGE OF THE
PAVEMENT THAT IS ON THE CENTERLINE OF TOWNSHIP ROAD ROUTE NO. T-304 EXTENDED;
THENCE FROM SAID IRON PIN BEGINNING POINT AND THROUGH THE LAND NOW OR FORMERLY
OF WILLIAM AND LOIS GERADE FOR A NEW LINE NORTH 3 DEGREES 20 MINUTES WEST FOR A
DISTANCE OF 225.65 FEET TO AN IRON PIN CORNER; THENCE STILL THROUGH LANDS NOW OR
FORMERLY SAID WILLIAM AND LOIS GERADE, NORTH 86 DEGREES 40 MINUTES EAST FOR A
DISTANCE OF 245.38 FEET TO AN IRON PIN CORNER; THENCE STILL THROUGH THE LANDS
NOW OR FORMERLY OF WILLIAM AND LOIS GERADE FOR A NEW LINE, SOUTH 3 DEGREES 20
MINUTES EAST FOR A DISTANCE OF 275.5 FEET TO AN IRON PIN ON THE RIGHT-OF-WAY OF
PENNSYLVANIA STATE HIGHWAY ROUTE NUMBER 17001 AFOREMENTIONED; THENCE BY THE
RIGHT-OF-WAY OF SAID STATE HIGHWAY, SOUTH 85 DEGREES 54 MINUTES WEST FOR A
DISTANCE OF 76.12 FEET; NORTH 63 DEGREES 00 MINUTES WEST FOR A DISTANCE OF 76.12
FEET; NORTH 63 DEGREES 00 MINUTES WEST FOR A DISTANCE OF 77.28 FEET TO AN IRON
PIN AND PLACE OF BEGINNING.

CONTAINING IN ALL 1.50 ACRES.

PREMISES ON: RR3 BOX 44C SYLVIS ROAD

VERIFICATION

RYAN L. REITMAJER hereby states that she is ASSISTANT SECRETARY of CHASE MANHATTAN MORTGAGE CORPORATION mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action —are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



RYAN L. REITMAJER, SR.
ASSISTANT SECRETARY

DATE: 1-18-02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12022

CHASE MANHATTAN MORTGAGE CORP.

02-127-CD

VS.

ADAMS, TRUDY A. & DAVID W.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 29, 2002 AT 2:30 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON DAVID W. ADAMS, DEFENDANT AT
RESIDENCE, RR#3 BOX 44C, SYLVIS ROAD, CHERRY TREE, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO DAVID W. ADAMS A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MORGILLO/RYEN

NOW JANUARY 29, 2002 AT 2:30 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON TRUDY A. ADAMS, DEFENDANT AT
RESIDENCE, RR#3 BOX 44C, SYLVIS ROAD, CHERRY TREE, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO TRUDY A. ADAMS A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MORGILLO/RYEN

Return Costs

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

FILED

MAR 25 2002

019301 am
William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day Of March 2002
Jacqueline Kesdrick
Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN

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

**CHASE MANHATTAN
MORTGAGE CORPORATION**

Plaintiff

vs.

**Court of Common Pleas
CLEARFIELD County
No. 02-127-CD**

**TRUDY A. ADAMS
DAVID W. ADAMS**

Defendant(s)

**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.

4/1/02
Date

Frank Federman
Frank Federman
Attorney for Plaintiff

FILED

APR 05 2002

11/12:00 p.m.
William A. Shaw
Prothonotary

Cert of Disc. to Atty Federman
Cert of Disc. to Ct

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Chase Manhattan Mortgage Corporation

Vs.

No. 2002-00127-CD

Trudy A. Adams
David W. Adams

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 April 5, 2002 marked:

Withdraw Complaint, Without Prejudice, and Discontinue and End.

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 5th day of April A.D. 2002.



William A. Shaw, Prothonotary