

02-152-CD
COUNTRYWIDE HOME LOANS, INC. -vs- SCOTT L. MARTIN

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

TERM

Plaintiff

v.

NO. 02-152-CA

CLEARFIELD COUNTY

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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

Loan #: 806345

FILED

IAN 31 2002

11/12:25 p.m.

William A. Shaw
Prothonotary

20 pd by Atty Federman
1 cc to Sheriff

**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
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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
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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

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

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

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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

3. On 10/16/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1978, Page 124. By Assignment of Mortgage Recorded 10/20/98 the mortgage was assigned to PNC MORTGAGE CORPORATION OF AMERICA which Assignment is recorded in Assignment of Mortgage Book No. 1978, Page 133. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 6/1/01 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.

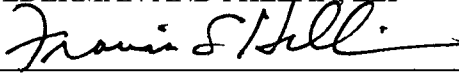
6. The following amounts are due on the mortgage:

Principal Balance	\$65,731.76
Interest	3,321.00
5/1/01 through 1/1/02 (Per Diem \$13.50)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
10/16/98 to 1/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$70,852.76
Escrow	
Credit	0.00
Deficit	<u>686.32</u>
Subtotal	<u>\$ 686.32</u>
TOTAL	\$71,539.08

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.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$71,539.08, together with interest from 1/1/02 at the rate of \$13.50 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.

FEDERMAN AND PHELAN, LLP

By: 
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those two certain lots situated in the Village of Hyde, also known as the Steel and Iron Works Addition to Clearfield in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

EACH BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and on the North by Fullerton Street.

BEING the same premises which the Dennis P. Despain, et ux. granted and conveyed to the within Grantors, by their Deed dated September 12, 1981 and recorded in Clearfield County Recorder of Deeds Office in Deeds & Records Vol. 819 at page 239.

PREMISES BEING ON 1300 CLARENDON AVENUE

VERIFICATION

BRANDON SCIUMBATO hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. 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.

5/11/10

DATE: 1/28/02

Doc 100-100-100

4/17/02 Document
Reinstated/~~Reinstated~~ to Sheriff/Attorney
for service.


Deputy Prothonotary

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

SCOTT L. MARTIN

Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: Clearfield County

: No. 02-152-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure
with reference to the above captioned matter.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Date: March 20, 2002

KMK, SVC DEPT.

FILED

MAR 27 2002

William A. Shaw
Prothonotary

FOR FILING
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY
PA
MAR 27 2002
KMK

FILED

MAR 27 2002

019291 MCC

William A. Shaw
Prothonotary

atty Edmund
PD \$7.00
LMB

3.27.02 Document
~~Reinstated/Reissued to Sheriff/Attorney~~
for service.

[Signature]
Deputy Prothonotary

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
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Attorney for Plaintiff

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: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

SCOTT L. MARTIN

: Clearfield County


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FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Date: APRIL 11, 2002

FILED

APR 17 2002

William A. Shaw
Prothonotary

FILED

Atty. pd.

APR 13:46 ~~2002~~

7.00

APR 17 2002

ICG Sheriff

William A. Shaw Reinstated Compl. to Sheriff
Prothonotary



FEDERMAN AND PHELAN, L.L.P.

One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Fax: 215-563-5534
naisha.lanier@fedphe-pa.com

April 11, 2002

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

RE: COUNTRYWIDE HOME LOANS, INC.
vs. SCOTT L. MARTIN
Clearfield County, No. 02-152-CD

Dear Sir or Madam:

Enclosed is a Praecipe to Reinstate the Civil Action in the above captioned matter. **A check in the amount of \$7.00 is included to cover the cost.** Please file same and return a time-stamped copy to us in the enclosed stamped, self-addressed envelope.

✓ I would also appreciate your forwarding the copy of the Civil Action Complaint, to the office of the Sheriff for service on the defendant.

Very truly yours,

Naisha Lanier
NAISHA LANIER
for Federman and Phelan

/nrl
Enclosure

4-22-02

ATTY does not want
this service.

manilyn

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

SCOTT L. MARTIN

: Clearfield County


Defendants

: No. 02-152-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure
with reference to the above captioned matter.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Date: APRIL 11, 2002

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

APR 17 2002

Attest:


Prothonotary

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

TERM

Plaintiff

v.

NO. 07-152-CD

CLEARFIELD COUNTY

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)

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

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Loan #: 806345

4-17-02 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Will L. Lister
Deputy Prothonotary

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7105 CORPORATE DRIVE
PLANO, TX 75024-3632

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SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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FEDERMAN AND PHELAN, LLP

By: _____
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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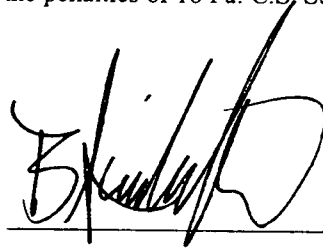
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DATE: 1/28/02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12042

COUNTRYWIDE HOME LOANS, INC.

02-152-CD

VS.

MARTIN, SCOTT L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 16, 2002 AT 11:15 DST SERVED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON SCOTT L. MARTIN, DEFENDANT AT
RESIDENCE, 1300 CLARENDON AVE., HYDE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO SCOTT MARTIN A TRUE AND ATTESTED COPY
OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN
TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost Description

16.60 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY:

FILED

MAY 07 2002

010:35
William A. Shaw
Prothonotary

E. J. [Signature]

Sworn to Before Me This

7th Day Of May, 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 *Mauley Hamr*

Chester A. Hawkins

Sheriff

COPY

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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COUNTRYWIDE HOME LOANS, INC.
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TERM

Plaintiff

v.

NO. 02-152-CD

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CLEARFIELD COUNTY
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(814) 765-2641

We hereby certify the
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FEDERMAN AND PHELAN

Loan #: 806345

327.02 Document
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Willie L. L...
Deputy Prothonotary

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HYDE, PA 16843

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

3. On 10/16/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1978, Page 124. By Assignment of Mortgage Recorded 10/20/98 the mortgage was assigned to PNC MORTGAGE CORPORATION OF AMERICA which Assignment is recorded in Assignment of Mortgage Book No. 1978, Page 133. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 6/1/01 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.

6. The following amounts are due on the mortgage:

Principal Balance	\$65,731.76
Interest	3,321.00
5/1/01 through 1/1/02 (Per Diem \$13.50)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
10/16/98 to 1/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$70,852.76
Escrow	
Credit	0.00
Deficit	<u>686.32</u>
Subtotal	<u>\$ 686.32</u>
TOTAL	\$71,539.08

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$71,539.08, together with interest from 1/1/02 at the rate of \$13.50 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.

FEDERMAN AND PHELAN, LLP

By: _____
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those two certain lots situated in the Village of Hyde, also known as the Steel and Iron Works Addition to Clearfield in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

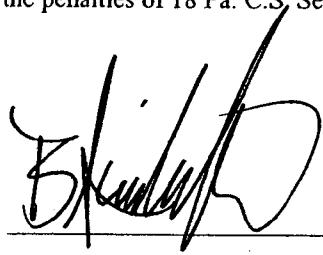
EACH BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and on the North by Fullarton Street.

BEING the same premises which the Dennis P. Despain, et ux. granted and conveyed to the within Grantors, by their Deed dated September 12, 1981 and recorded in Clearfield County Recorder of Deeds Office in Deeds & Records Vol. 819 at page 239.

PREMISES BEING ON 1300 CLARENDON AVENUE

VERIFICATION

BRANDON SCIUMBATO hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. 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.



DATE: 1/28/02

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

vs.

: CIVIL DIVISION

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

: NO. 02-152-CD


**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against SCOTT L. MARTIN, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$71,539.08
Interest - 1/1/02 TO 5/20/02	<u>\$ 1,890.00</u>
TOTAL	\$73,429.08

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 5/21/02


PRO PROTHY

FILED

MAY 21 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

SCOTT L. MARTIN

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 02-152-CD

TO: SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843


DATE OF NOTICE: MAY 7, 2002

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed 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 a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office 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


Frank Federman, Esquire
Attorney for Plaintiff

FILED

MAY 21 2002

Atty. Gen.

20.00

1 cc a notice to Seg

by William A. Shaw
Prothonotary

Statement to Atty
J

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

: NO. 02-152-CD

SCOTT L. MARTIN

VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant SCOTT L. MARTIN is over 18 years of age and resides at 1300 CLARENDON AVENUE, HYDE, PA 16843.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN, ESQUIRE

FILED

MAY 21 2002

William A. Shaw
Prothonotary

FILED

MAY 21 2002

11:00 AM
FAC DES W/NOTICE

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

SCOTT L. MARTIN

Defendants

)
) NO. 02-152-CD

)
)

Notice is given that a Judgment in the above-captioned
matter has been entered against you on 5/21/02.

By: Willi L. Hays ~~DEPUTY~~

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

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

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

COPY

Countrywide Home Loans, Inc.
Plaintiff(s)

No.: 2002-00152-CD

Real Debt: \$73,429.08

Atty's Comm:

Vs.

Costs: \$

Int. From:

Scott L. Martin
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 21, 2002

Expires: May 21, 2007

Certified from the record this 21st day of May, 2002.

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

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180-3183

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: NO. 02-152-CD

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)


:
:
:
:
:
:
:

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due \$ 73,429.08

Interest from \$ _____ and Costs
5/21/02 (sale date)
(per diem - \$12.07)


FRANK FEDERMAN, ESQUIRE
ONE PENN CENTER AT SUBURBAN STATION
SUITE 1400
PHILADELPHIA, PA 19103
Attorney for Plaintiff

Note: Please attach description of property.

FILED

MAY 21 2002

William A. Shaw
Prothonotary

No. 02-152-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.

vs.

SCOTT L. MARTIN

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff

Address: 1300 CLARENDON AVENUE
HYDE, PA 16843

Where papers may be served.

ALL THOSE TWO CERTAIN LOTS SITUATED IN THE VILLAGE OF HYDE, ALSO KNOWN AS THE STEEL AND IRON MARKS ADDITION TO CLEARFIELD IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

EACH BEING 40 FEET FRONT ON CLARENDON AVENUE, AND 120 FEET DEEPT TO AN ALLEY, SAID LOTS BEING LOTS NO. 9 AND 10 IN BLOCK 38 OF THE PLAN OF SAID ADDITION AND SAID LOTS TOGETHER BEING BOUNDED ON THE EAST BY CLARENDON AVENUE, ON THE SOUTH BY LOT 8, ON THE WEST BY AN ALLEY AND ON THE NORTH BY FULLERTON STREET.

BEING THE SAME PROPERTY WHICH RICHARD L. KERR AND SHARON K. KERR, HUSBAND AND WIFE, BY DEED DATED OCTOBER 16, 1998 AND TO BE RECORDED HEREWITH, GRANTED AND CONVEYED TO SCOTT L. MARTIN, UNMARRIED, THE MORTGAGOR HEREIN.

PARCEL NO. 123-J9-623-92

Vested by Deed, dated 10/16/98, given by Richard L. Kerr and Sharon K. Kerr to Scott L. Martin, Single and recorded 10/20/98
in Book: 1978 Page: 120

FILED

MAY 21 2002

Atty pd.

80.00

1 cc Sheriff

Shaw William A. Shaw Le wnts to Sheriff w/ attached
Prothonotary

Property deser.

FEDERMAN and PHELAN

By: FRANK FEDERMAN

Identification No. 12248

Suite 1400

One Penn Center at Suburban Station

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.

: CLEARFIELD COUNTY

: COURT OF COMMON PLEAS

: CIVIL DIVISION

vs.

: NO. 02-152-CD

SCOTT L. MARTIN

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- (X) an FHA Mortgage
- () non-owner occupied
- () vacant
- () Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.

vs.

Defendant (s)

NO. 02-152-CD

COUNTRYWIDE HOME LOANS, INC., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1300 CLARENDON AVENUE, HYDE, PA 16843.

- | Name | Address (if address cannot be reasonably ascertained, please so indicate) |
|------|---|
| | |

1300 CLARENDON AVENUE
HYDE, PA 16843

- Name _____ Address (if address cannot be reasonably
ascertained, please so indicate) _____

3. Name and address of every judgment creditor whose judgment is a recorded lien on the real property to be sold:

Name _____ Address (if address cannot be reasonably
ascertained, please so indicate) _____

4. Name and address of the last recorded holder of every mortgage of record:

Name _____ Address (if address cannot be reasonably
ascertained, please so indicate) _____

5. Name and address of every other person who has any record lien on the property:

Name _____ Address (if address cannot be reasonably
ascertained, please so indicate) _____

NONE

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name Address (if address cannot be reasonably ascertained, please so indicate)

CLEARFIELD COUNTY DOMESTIC
RELATIONS DEPARTMENT

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name Address (if address cannot be reasonably ascertained, please so indicate)

COMMONWEALTH OF PA
DEPT. OF WELFARE

P.O. BOX 2675
HARRISBURG, PA 17105

TENANT/OCCUPANT

1300 CLARENDON AVENUE
HYDE, PA 16843

(Attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or 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.

May 17, 2002
Date


FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.

Plaintiff

vs.

SCOTT L. MARTIN

Defendant(s)

CIVIL DIVISION

NO. 02-152-CD

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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

Your house (real estate) at 1300 CLARENDON AVENUE, HYDE, PA 16843, is scheduled to be sold at the Sheriff's Sale or at _____ A.M. in the CLEARFIELD County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA 16830 to enforce the court judgment of \$73,429.08 obtained by COUNTRYWIDE HOME LOANS, INC. (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P. Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the Back payments, late charges, costs and reasonable attorney's Fees due. To find out how much you must pay, you may call:
215-563-7000
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215)563-7000.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (215) 563-7000.

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At this time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff not later than thirty (30) days after the sale. The schedule shall be kept on file with the Sheriff and will be made available for inspection in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the proposed schedule.

7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

ALL THOSE TWO CERTAIN LOTS SITUATED IN THE VILLAGE OF HYDE, ALSO KNOWN AS THE STEEL AND IRON MARKS ADDITION TO CLEARFIELD IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

EACH BEING 40 FEET FRONT ON CLARENDON AVENUE, AND 120 FEET DEEPT TO AN ALLEY, SAID LOTS BEING LOTS NO. 9 AND 10 IN BLOCK 38 OF THE PLAN OF SAID ADDITION AND SAID LOTS TOGETHER BEING BOUNDED ON THE EAST BY CLARENDON AVENUE, ON THE SOUTH BY LOT 8, ON THE WEST BY AN ALLEY AND ON THE NORTH BY FULLERTON STREET.

BEING THE SAME PROPERTY WHICH RICHARD L. KERR AND SHARON K. KERR, HUSBAND AND WIFE, BY DEED DATED OCTOBER 16, 1998 AND TO BE RECORDED HEREWITH, GRANTED AND CONVEYED TO SCOTT L. MARTIN, ~~UN~~MARRIED, THE MORTGAGOR HEREIN.

PARCEL NO. 123-J9-623-92

Vested by Deed, dated 10/16/98, given by Richard L. Kerr and Sharon K. Kerr to Scott L. Martin, Single and recorded 10/20/98
in Book: 1978 Page: 120

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

Plaintiff

vs.

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 02-152-CD
:
:
:
:
:

COPY

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

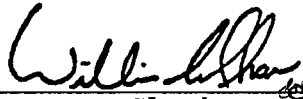
Premises 1300 CLARENDON AVENUE, HYDE, PA 16843
(see attached legal description)

Amount Due \$ 73,429.08

Interest from \$ _____
5/21/02 (sale date)
(per diem - \$12.07)

Total \$ _____ Plus Costs as endorsed.

Prothonotary Costs \$ 120.60



Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: May 21, 2002
(Seal) No. 02-152-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.

vs.

SCOTT L. MARTIN

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.


Frank J. Zelenka
Attorney for Plaintiff

Address: 1300 CLARENDON AVENUE
HYDE, PA 16843

Where papers may be served.

ALL THOSE TWO CERTAIN LOTS SITUATED IN THE VILLAGE OF HYDE, ALSO KNOWN AS THE STEEL AND IRON MARKS ADDITION TO CLEARFIELD IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

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PARCEL NO. 123-J9-623-92

Vested by Deed, dated 10/16/98, given by Richard L. Kerr and Sharon K. Kerr to Scott L. Martin, Single and recorded 10/20/98
in Book: 1978 Page: 120

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: COUNTRYWIDE HOME LOANS, INC.) CIVIL ACTION
)

vs.

SCOTT L. MARTIN) CIVIL DIVISION
) NO. 02-152-CD

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

I, FRANK FEDERMAN, ESQUIRE attorney for COUNTRYWIDE HOME LOANS, INC. hereby verify that on 6/12/02 true and correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the recorded lienholders, and any known interested party see Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on 6/12/02 by certified mail return receipt requested see Exhibit "B" attached hereto.

DATE: August 1, 2002

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FILED

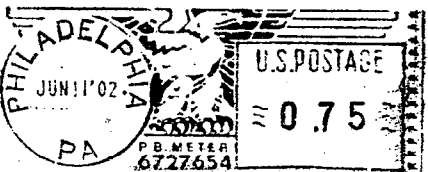
AUG 08 2002
m/11:30 no cc
William A. Shaw
Prothonotary

oName and
Address
of Sender

FEDERMAN & PHELAN
ONE PENN CENTER, SUBURBAN STATION, SUITE 1400
PHILADELPHIA, PA 19102

Line	Article Number	Name of Addressee, Street, and Post Office Address
1	GMW	TENANT/OCCUPANT 1300 CLARENDON AVENUE HYDE, PA 16843
2		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105
3		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
4		
5		
6		
7		
8		
9		
10		
11		MARTIN, SCOTT NXW
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)

TEAM 2



7160 3901 9844 8594 4091

TO: SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

SENDER: TEAM 2 NXW

REFERENCE: MARTIN, SCOTT

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	34
	Certified Fee	2.10
	Return Receipt Fee	1.50
	Restricted Delivery	2.20
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OF DATE
JUN
12
2002
PENN CENTER PHILA PA 19102

PLAINTIFF

COUNTRYWIDE HOME LOANS, INC.

CLEARFIELD COUNTY

No. 02-152-CD

DEFENDANT(S)

SCOTT L. MARTIN

Type of Action

- Notice of Sheriff's Sale

SERVE AT

1300 CLARENDON AVENUE 7
HYDE, PA 16843

Sale Date: August 2, 2002

SERVED

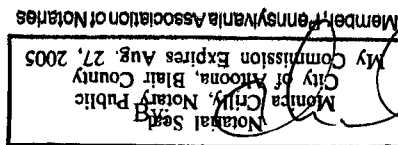
Served and made known to Scott Martin, Defendant, on the 20th day of June, 2002, at 7:41 o'clock PM, at Home, Commonwealth of Pennsylvania, in the manner described below:

- ☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s). Relationship is _____
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.
☐ _____ an officer of said Defendant(s)'s company.
☐ Other: _____

Description: Age 32 Height 5'10" Weight 180 Race W Sex M Other _____

I, Chuck Yur, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 20 day
of June, 2002
Notary:



NOT SERVED

On the _____ day of _____, 200__, at _____ o'clock ____m., Defendant NOT FOUND because:
 _____ Moved _____ Unknown _____ No Answer _____ Vacant

Other:

Sworn to and subscribed
before me this _____ day
of _____, 200__
Notary:

By:

Loan # 806345

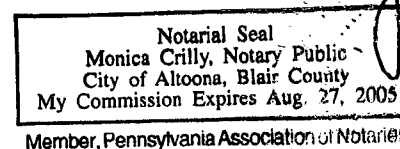
Attorney for Plaintiff

Frank Federman, Esquire - I.D. No. 12248

One Penn Center at Suburban Station- Suite 1400

Philadelphia, PA 19103

(215) 563-7000



RUSH
FILED

JUL 17 2002
m/1.15/10 cc
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12042

COUNTRYWIDE HOME LOANS, INC.

02-152-CD

VS.

MARTIN, SCOTT L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 1, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT SERVED, TIME EXPIRED" AS TO SCOTT L. MARTIN, DEFENDANT. NEVER
RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost Description

14.00 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: atty

Sworn to Before Me This

11th Day Of Feb 2003
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

FEB 11 2003

0/11:30 a.m.
William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

TERM

Plaintiff

v.

NO. 02-152-CD

CLEARFIELD COUNTY

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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

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

JAN 31 2002

Attest.

William L. Phelan
Prothonotary/
Clerk of Courts

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Loan #: 806345

**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

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

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

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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

3. On 10/16/98 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1978, Page 124. By Assignment of Mortgage Recorded 10/20/98 the mortgage was assigned to PNC MORTGAGE CORPORATION OF AMERICA which Assignment is recorded in Assignment of Mortgage Book No. 1978, Page 133. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 6/1/01 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.

6. The following amounts are due on the mortgage:

Principal Balance	\$65,731.76
Interest	3,321.00
5/1/01 through 1/1/02 (Per Diem \$13.50)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
10/16/98 to 1/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$70,852.76
Escrow	
Credit	0.00
Deficit	<u>686.32</u>
Subtotal	<u>\$ 686.32</u>
TOTAL	\$71,539.08

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$71,539.08, together with interest from 1/1/02 at the rate of \$13.50 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.

FEDERMAN AND PHELAN, LLP

By: _____
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those two certain lots situated in the Village of Hyde, also known as the Steel and Iron Works Addition to Clearfield in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

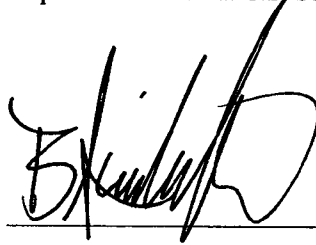
EACH BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and on the North by Fullerton Street.

BEING the same premises which the Dennis P. Despain, et ux. granted and conveyed to the within Grantors, by their Deed dated September 12, 1981 and recorded in Clearfield County Recorder of Deeds Office in Deeds & Records Vol. 819 at page 239.

PREMISES BEING ON 1300 CLARENDON AVENUE

VERIFICATION

BRANDON SCIUMBATO hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. 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.



DATE: 1/28/02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12579

COUNTRYWIDE HOME LOANS, INC.

02-152-CD

VS.

MARTIN, SCOTT L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 7, 2002 @ 10:50 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS ALSO POSTED THIS DATE.

A SALE WAS SET FOR AUGUST 2, 2002 AT 10:00 A.M. O'CLOCK.

NOW, MAY 7, 2002 AT 10:50 A.M. O'CLOCK DEPUTIES DAVIS AND MORGILLO SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY UPON LINDA KEPHART ADULT AT RESIDENCE 1300 CLAREDON AVENUE, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA KEPHART ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW AUGUST 2, 2002 AT 10:00 A.M. A SALE WAS HELD ON THE PROPERTY OF SCOTT L. MARTIN. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 15, 2002 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

NOW, OCTOBER 31, 2002 RETURNED WRIT AS SALE BEING HELD PROPERTY PURCHASED FOR \$1.00 + COSTS BY PLAINTIFF.

NOW OCTOBER 31, 2002 THE DEED WAS FILED.

SHERIFF HAWKINS 183.04
SURCHARGE 20.00
PAID BY ATTORNEY

FILED

D 11:16 BA
OCT 31 2002

per 5.00
EAD
AET

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12579

COUNTRYWIDE HOME LOANS, INC.

02-152-CD

VS.

MARTIN, SCOTT L.

WRIT OF EXECUTION


REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

_____ Day Of _____ 2002

So Answers,


By Cynthia Butler-Aughenbaugh
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024-3632

Plaintiff

vs.

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 02-152-CD
:
:
:
:
:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises 1300 CLARENDON AVENUE, HYDE, PA 16843
(see attached legal description)

Amount Due \$ 73,429.08

Interest from \$ _____
5/21/02 (sale date)
(per diem - \$12.07)

Total \$ _____ Plus Costs as endorsed.

Prothonotary Costs

\$ 120.60

William L. Lishan

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: May 21, 2002
(Seal) No. 02-152-CD Term

RECEIVED MAY 21 2002

@ 11:29 AM
Chester A. Hankins
by Margaret W. Pitt

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.

vs.

SCOTT L. MARTIN

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Frank J. [Signature]
Attorney for Plaintiff

Address: 1300 CLARENDON AVENUE
HYDE, PA 16843

Where papers may be served.

ALL THOSE TWO CERTAIN LOTS SITUATED IN THE VILLAGE OF HYDE, ALSO KNOWN AS THE STEEL AND IRON MARKS ADDITION TO CLEARFIELD IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

EACH BEING 40 FEET FRONT ON CLARENDON AVENUE, AND 120 FEET DEEPT TO AN ALLEY, SAID LOTS BEING LOTS NO. 9 AND 10 IN BLOCK 38 OF THE PLAN OF SAID ADDITION AND SAID LOTS TOGETHER BEING BOUNDED ON THE EAST BY CLARENDON AVENUE, ON THE SOUTH BY LOT 8, ON THE WEST BY AN ALLEY AND ON THE NORTH BY FULLERTON STREET.

BEING THE SAME PROPERTY WHICH RICHARD L. KERR AND SHARON K. KERR, HUSBAND AND WIFE, BY DEED DATED OCTOBER 16, 1998 AND TO BE RECORDED HEREWITH, GRANTED AND CONVEYED TO SCOTT L. MARTIN, UNMARRIED, THE MORTGAGOR HEREIN.

PARCEL NO. 123-J9-623-92

Vested by Deed, dated 10/16/98, given by Richard L. Kerr and Sharon K. Kerr to Scott L. Martin, Single and recorded 10/20/98
In Book: 1978 Page: 120

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME MARTIN NO. 02-152-CD

NOW, August 2, 2002 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of 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 2ND day of AUGUST 2002, I exposed the within described real estate of SCOTT L. MARTIN to public venue or outcry at which time and place I sold the same to COUNTRYWIDE HOME LOANS, INC. he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.60
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	

TOTAL SHERIFF COSTS **183.04**

DEED COSTS:

ACKNOWLEDGEMENT 5.00	5.00
REGISTER & RECORDER	18.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	18.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	73,429.08
INTEREST FROM 5/21/02 PED DIEM \$12.07	
TO BE ADDED	

TOTAL DEBT & INTEREST **73,429.08**

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	267.75
LATE CHARGES & FEES	
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
COST OF SUIT -TO BE ADDED	
LEIN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	18.50
ATTORNEY COMMISSION	
SHERIFF COSTS	183.04
LEGAL JOURNAL AD	126.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	120.60
MORTGAGE SEARCH	40.00

SATISFACTION FEE

ESCROW DEFICIENCY

MUNICIPAL LIEN

TOTAL COSTS **860.89**

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