

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

v.

TERM

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

Loan #: 806345

FILED

100
DAN IAN 31 2002
m/12:25 p.m.
William A. Shaw
Prothonotary
20 pd by Atty Federma,
1 cc to Sher, Jr

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 10/16/98 to 1/1/02	0.00
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><u>.686.32</u></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: Francis S. Hallinan
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:

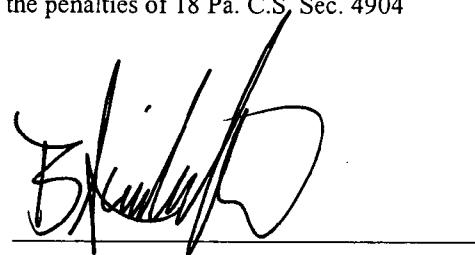
EACH BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and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

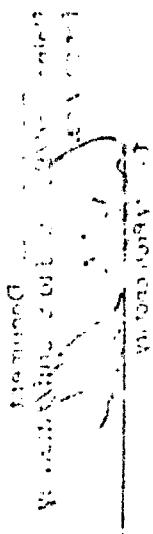
PREMISES BEING ON 1300 CLARENDON AVENUE

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.



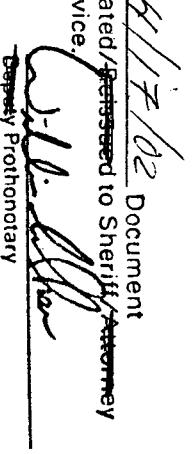
DATE: 1/28/02



4/17/02 Document
Reinstated/Retained 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. : COURT OF COMMON PLEAS
Plaintiff : CIVIL DIVISION
vs. :
SCOTT L. MARTIN : Clearfield County
Defendants : No. 02-152-CD

RECEIVED
PROTHONOTARY'S OFFICE
MARCH 27 2002
REINSTATEMENT OF BOND IN THE AMOUNT
OF \$10,000.00
REINSTATEMENT OF BOND IN THE AMOUNT
OF \$10,000.00

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

FILED

MAR 27 2002
O/A 291 NOCC

William A. Shaw atty Feldman
Prothonotary

GRAB

PD \$7.00

3-27-02

Document

Reissued to Sheriff/Attorney
for service.

W.H. Shaw
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. : 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

FILED

APR 17 2002

William A. Shaw
Prothonotary

FILED

Atty pd.

1346 7.00

APR 17 2002

CC Sheriff

William A. Shaw Reinstated Compl. to Sheriff
Prothonotary

6/10

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 search.

Marilyn

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

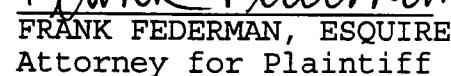
Attorney for Plaintiff

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
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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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. 02-152-CO

CLEARFIELD COUNTY

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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.

Deputy Prothonotary

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PLANO, TX 75024-3632

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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 Syde, also known as the Steel and Iron Works Addition to Clearfield in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

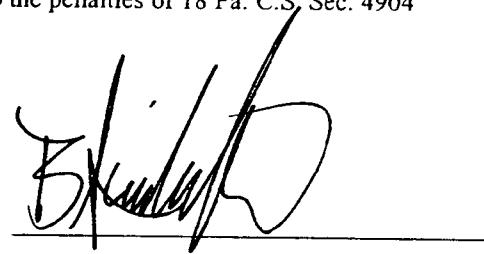
RACE BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and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

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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:

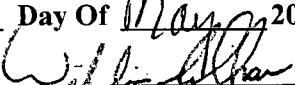
FILED

MAY 07 2002

010:35
**William A. Shaw
Prothonotary**



Sworn to Before Me This

7th Day Of May 2002

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

So Answers,

*Chester A. Hawkins
by Marlyn Harris*
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
ONE PENN CENTER PLAZA, SUITE 1400
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(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-C0

CLEARFIELD COUNTY

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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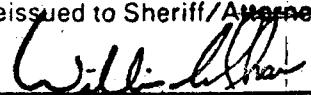
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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

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

3-27-02 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

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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	550.00
Subtotal	\$70,852.76
Escrow	
Credit	0.00
Deficit	686.32
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:

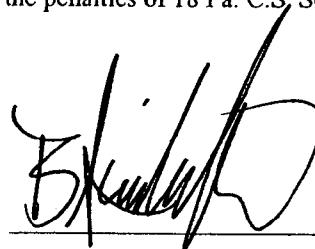
EACH BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and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

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
vs.
SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: 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:

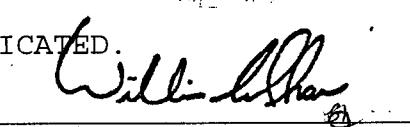
As set forth in Complaint	\$71,539.08
Interest - 1/1/02 TO 5/20/02	<u>\$ 1,890.00</u>
TOTAL	\$73,429.08

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.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

SCOTT L. MARTIN

: CLEARFIELD COUNTY

Defendant(s)

: 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 pd.
20.00

1 CCA Notice to Leg

by William A. Shaw Statement to Atty
Prothonotary

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
FAC DES W/ NOTICE

W.A. Shaw
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

COUNTRYWIDE HOME LOANS, INC.

)

) NO. 02-152-CD

Plaintiff

vs.

SCOTT L. MARTIN

)

)

Defendants

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

By: William L. Shan 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. : CLEARFIELD COUNTY

7105 CORPORATE DRIVE :

PLANO, TX 75024-3632 :

COURT OF COMMON

PLEAS

CIVIL DIVISION

NO. 02-152-CD

:

:

:

:

:

Plaintiff

vs.

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:

Mark J. Dehner

Attorney for Plaintiff

1300 CLARENDON AVENUE
HYDE, PA 16843

Address:

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

Atty pd.

MAY 21 2002

20.00

ice Sheriff

SD
William A. Shaw wants to Sheriff who attacked
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
: NO. 02-152-CD

vs.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.)
Plaintiff) CIVIL DIVISION
vs.)
SCOTT L. MARTIN)
Defendant (s)) NO. 02-152-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

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

1. Name and address of owner(s) or reputed owner (s):

SCOTT L. MARTIN 1300 CLARENDON AVENUE
HYDE, PA 16843

2. Name and address of defendant(s) in the judgment:

SAME AS ABOVE

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

NONE

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

NONE

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

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:

**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:

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
FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

"NOTICE PURSUANT TO RULE 3129"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTRYWIDE HOME LOANS, INC.)
Plaintiff) CIVIL DIVISION
VS.)
SCOTT L. MARTIN)
Defendant(s)) 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, ~~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

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)

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

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

COPY

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.


Dennis Keehan
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

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

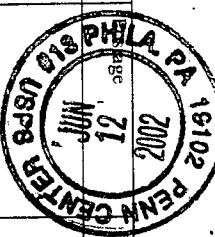
FILED

AUG 08 2002
11:30 nocc
William A. Shaw
Prothonotary
RPJ

o Name 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 CLARENDRON 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	PEAM 2	Postmaster, Per (Name of Receiving Employee)



7160 3901 9844 8594 4091

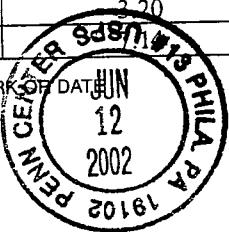
TO: SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

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	3.20
	Total Postage & Fees	
	US Postal Service Receipt for Certified Mail No Insurance Coverage Provided Do Not Use for International Mail	POSTMARK OR DATE JUN 12 2002



AFFIDAVIT OF SERVICE

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
HYDE, PA 16843Sale 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 P.M. 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.

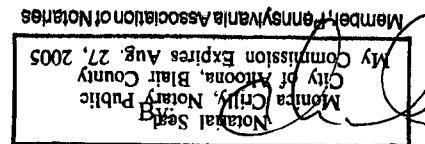
_____ an officer of said Defendant(s)'s company.

Other: _____

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

I, Monica Crilly, 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, 2005
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

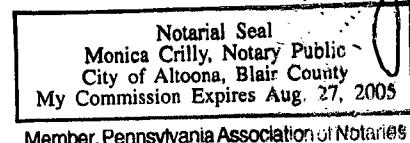
Attorney for Plaintiff

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

1115/20 CC
William A. Shaw
Prothonotary

East

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: <i>atty</i>

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
by *Marilyn Hamer*

Chester A. Hawkins

Sheriff

FILED

FEB 11 2003
01/11:30 a.m.
William A. Shaw
Prothonotary
mm ac *987*

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

TERM

v.

NO. 02-152-CO

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.

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

Loan #: 806345

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

JAN 31 2002

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	550.00
Subtotal	\$70,852.76
Escrow	
Credit	0.00
Deficit	686.32
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 Syde, also known as the Steel and Iron Works Addition to Clearfield in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

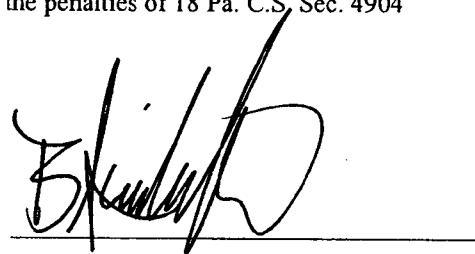
EACH BEING forty (40) feet front on Clarendon Avenue, and one hundred twenty (120) feet deep to an alley, said lots being Lots No. 9 and 10 in Block 38 of the Plan of said Addition and said lots together being bounded on the East by Clarendon Avenue, on the South by Lot 8, on the West by an alley and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

A handwritten signature in black ink, appearing to read "B. Sciumbato", is written over a horizontal line.

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 TRUEAND 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 pd 5.00
OCT 31 2002
E A.D.

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,

Chester A. Hawkins
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

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

SCOTT L. MARTIN
1300 CLARENDON AVENUE
HYDE, PA 16843

Defendant(s)

:
:
:
:
:

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. Shanahan

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

*at 11:29 AM
Wester A. Hartman
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. Fees

Cr.

Sat.

Derek Deeks
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
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