

02-1058-CD
COUNTYWIDE HOME LOANS INC. -vs- KAREN L. EVERS et al

COUNTRYWIDE HOME LOANS, INC.
Plaintiff

vs.

KAREN L. EVERS AND
TERRY M. EVERS

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2002-1058-C0

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim 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 LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

FILED

JUL 05 2002

m 12:10/um

William A. Shaw
Prothonotary

2 chm to SBA

1 chm to Att

COUNTRYWIDE HOME LOANS, INC.,
Plaintiff

vs.

KAREN L. EVERS AND
TERRY M. EVERS,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
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: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC.,
Plaintiff

vs.

KAREN L. EVERS AND
TERRY M. EVERS,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: ACTION OF MORTGAGE FORECLOSURE
:
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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, COUNTRYWIDE HOME LOANS, INC. is a Corporation, acting through its servicing agent of Washington Mutual Bank, FA, with an address of P.O. Box 1169, Milwaukee, Wisconsin 53224.
2. Defendant, KAREN L. EVERS, is an adult individual, whose last known address is 429 CHESTNUT STREET, CURWENSVILLE, PENNSYLVANIA 16833. Defendant, TERRY M. EVERS, is an adult individual, whose last known address is 429 CHESTNUT STREET, CURWENSVILLE, PENNSYLVANIA 16833.
3. On or about, May 26, 1999, the said Defendants, executed and delivered a Mortgage Note in the sum of \$54,857.00 payable to TOWNE & COUNTRY MORTGAGE CORP. The Said Note is not accessible to Plaintiff and is believed to have been lost. In further answer thereto, a copy is believed to be in the possession of Defendants.
Plaintiff also avers that the within Mortgage foreclosure complaint is based upon the Mortgage and that the attachment of a copy of the Note is unnecessary pursuant to Rules 1019(h) and 1141(a) of the Pennsylvania Rules of Civil Procedure.
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 199908794 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PNC MORTGAGE CORP. OF AMERICA and recorded in the aforesaid County in Instrument No. 199908795. The Mortgage was subsequently assigned to

COUNTRYWIDE HOME LOANS, INC. and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: 429 CHESTNUT STREET, CURWENSVILLE, PENNSYLVANIA 16833 and is more particularly described in Exhibit "A" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on February 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$53,350.06
Interest at \$10.96 per day From 01/01/2002 To 08/01/2002 (based on contract rate of 7.500%)	\$7,144.19
Accumulated Late Charges	\$78.84
Late Charges \$20.12 From 02/01/2002 to 08/01/2002	\$160.96
Escrow Balance	\$237.99
Attorney's Fee at 5% of Principal Balance	\$2,667.50
TOTAL	<hr/> \$63,639.54

**Together with interest at the per diem rate noted above after August 01, 2002 and other charges and costs to date of Sheriff's Sale.

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 that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Notice of intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The within Mortgage is insured by the Federal Housing Administration under Title II of the National Housing Act and, as such, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 7.500% (\$10.96 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: _____


PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

ALL that certain lot or piece of ground located in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Northerly line of Chestnut Street, at the intersection of the Westerly line of Lot No. 216 of the Haley Lumber Company, Inc. Plan of Lots in the E. A. Irvin Addition to Curwensville; thence along the said Westerly line of Lot No. 216, North 23 degrees 01 minutes West 180 feet to an iron pin at an alley; thence along the Southerly line of said Alley, South 66 degrees 59 minutes West 50 feet to an iron pin at the intersection of Lot No. 214 with the said Southerly line of said alley; thence along the Easterly line of Lot No. 214, South 23 degrees 01 minutes East 180 feet to an iron pin in the Northerly line of Chestnut Street; thence along said Northerly line of Chestnut Street North 66 degrees 59 minutes East 50 feet to an iron pin and place of beginning. Being Lot No. 215 in the Haley Lumber Company, Inc. Plan of Lots in the E. A. Irvin Addition to Curwensville Borough, said plan of lots being recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on the _____ day of September, 1949, in Miscellaneous Book _____, page _____.

Exhibit "A"

COMPANY NAME: COURTWIDE HOME LOANS, INC. WITH A SERVICING AGENT OF
WASHINGTON MUTUAL BANK, FA

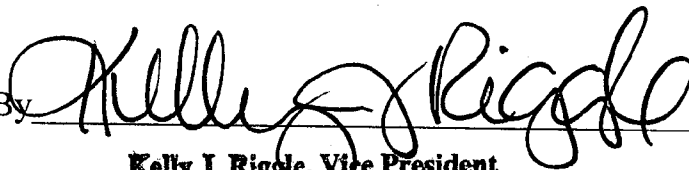
VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated JULY 2, 2002

By


Title **Kelly J. Riggle, Vice President**

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
IN MORTGAGE FORECLOSURE
CIVIL ACTION - LAW -
No.

COUNTRMIDE HOME LOANS, INC.

Plaintiff

vs.

KAREN L. EMERS AND TERRY M. EMERS

Defendants

COMPLAINT IN MORTGAGE FORECLOSURE

LAW OFFICES
Finckel, Krupp & Hallen
1798 N. FRONT STREET
HARRISBURG, PA 17102-2392

FILED

JUL 05 2002

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12739

COUNTRYWIDE HOME LOANS, INC.

02-1058-CD

VS.

EVERS, KAREN L. & TERRY M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 22, 2002 AT 9:35 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN L. EVERS, DEFENDANT AT RESIDENCE, 429 CHESTNUT ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN L. EVERS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: RYEN

NOW JULY 22, 2002 AT 9:35 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY M. EVERS, DEFENDANT AT RESIDENCE, 429 CHESTNUT ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN EVERS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: RYEN

Return Costs

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

FILED

AUG 29 2002

0/9:02 DA

William A. Shaw
Prothonotary

Sworn to Before Me This

29 Day Of August 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 Marlynn Harris
Chester A. Hawkins
Sheriff

COUNTRYWIDE HOME LOANS,
INC.,

Plaintiff

VS.

KAREN L. EVERS AND
TERRY M. EVERS,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
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:
: No. 2002-1058 CD
:
: IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY:

Please mark the above captioned matter settled and
discontinued, without prejudice.

PURCELL, KRUG & HALLER

By:

Leon P. Haller ID #15700
1719 North Front Street
Harrisburg, PA 17102-2392
(717) 234-4178
Attorney for Plaintiff

DATE: September 4, 2002

FILED

SEP 09 2002

0111201 Art Dis. to
William A. Shaw
Prothonotary

Atty Haller
Copy CA [Signature]

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Countrywide Home Loans, Inc.

Vs.

Karen L. Evers and
Terry M. Evers

No. 2002-01058-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County
and Commonwealth aforesaid do hereby certify that the above case was on September 9,
2002 marked:

Settled and Discontinued without Prejudice.

Record costs in the sum of \$80.00 have been paid in full by Leon P. Haller, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at
Clearfield, Clearfield County, Pennsylvania this 9th day of September A.D. 2002.



William A. Shaw, Prothonotary