

02-1475-CD
Bank of NY vs William Albright Jr.

02

02-1475-CD
BANK OF NEW YORK AS TRUSTEE, vs. WILLIAM ALBRIGHT, et al.

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

THE BANK OF NEW YORK, AS TRUSTEE
7105 CORPORATE DRIVE
PLANO, TX 75024

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff
v.

TERM
NO. 03-1471-CJ

WILLIAM W. ALBRIGHT, JR
COLLEEN G. ALBRIGHT
P.O. BOX 232 BIGLER STREET
BRISBAN, PA 16620

CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. **

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

FILED

2 10/24/02
SEP 24 2002
M/11:36 PM
BA

William A. Shaw
Prothonotary

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

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

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

1. Plaintiff is

THE BANK OF NEW YORK, AS TRUSTEE
7105 CORPORATE DRIVE
PLANO, TX 75024

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

WILLIAM W. ALBRIGHT, JR
COLLEEN G. ALBRIGHT
P.O. BOX 232 BIGLER STREET
BRISBAN, PA 16620

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

3. On 12/12/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERICA'S WHOLESALE LENDER which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1895, Page 252. By Assignment of Mortgage recorded 7/15/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1951, Page 74.
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 5/1/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,388.01
Interest	2,002.00
4/1/02 through 9/1/02 (Per Diem \$13.00)	
Attorney's Fees	1,000.00
Cumulative Late Charges 12/1297 to 9/1/02	114.40
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$66,054.41
Escrow	
Credit	339.52
Deficit	0.00
Subtotal	<u>(\$ 339.52)</u>
TOTAL	\$65,714.89

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.

9. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.

10. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants; or
- (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$65,714.89, together with interest from 9/1/02 at the rate of \$13.00 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: /s/ Francis S. Hallinan
 FRANK FEDERMAN, ESQUIRE
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

ALL those certain pieces or parcels of ground situate in Brisbin Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the Southwest corner of Bigler Street and Russ Avenue; thence along Bigler Street one hundred fifty (150') feet to Locust Alley; thence along Locust Alley one hundred fifty (150') feet to Mink Alley; thence along Mink Alley one hundred fifty (150') feet to Russ Avenue; thence along Russ Avenue one hundred fifty (150') feet to place of beginning. Containing three (3) lots.

BEING further identified by Clearfield County Map Assessment Number 1-M14-332-00003.

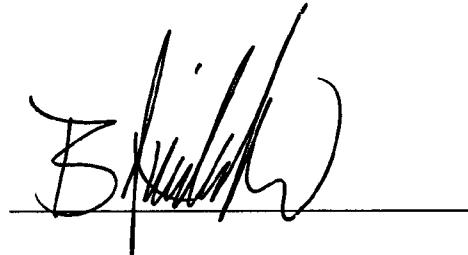
BEING the same premises identified as the second thereof as was conveyed unto Grantors by deed of John M. Bensbrok, et ux, dated May 6, 1974 and entered for record in Clearfield County Deed Book Volume 680, Page 247 on May 24, 1974.

THE SECOND THEREOF: BEGINNING at the Southeast corner of Bigler Street, and now vacated Locust Alley; thence in a southwesterly direction and the Eastern side of Locust Alley one hundred fifty (150') feet to Mink Alley; thence in a northwesterly direction along Mink Alley ten (10') feet to the center of now vacated Locust Alley; thence in a northeasterly direction along the center line of now vacated Locust Alley one hundred fifty (150') feet to the Southern side of Bigler Street; thence in a Southwesterly direction along Bigler Street ten (10') feet to point and place of beginning.

BEING KNOWN AS P.O. BOX 232 BIGLER STREET

VERIFICATION

BRANDON SCIUMBATO hereby states that he is FIRST 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: 9/18/02

FEDERMAN AND PHELAN, LLP

By: Frank Federman, Esquire I.D. No. 12248
Lawrence T. Phelan, Esquire I.D. No. 32227
Francis S. Hallinan, Esquire I.D. No. 62695
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

THE BANK OF NEW YORK, AS TRUSTEE

Plaintiff

Vs.

**Court of Common Pleas
CLEARFIELD County
No. 02-1475-CD**

**WILLIAM W. ALBRIGHT, JR.
COLLEEN G. ALBRIGHT**

Defendant(s)

PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, upon payment of your costs only. A Chapter 07 bankruptcy was filed on 08/29/02, which invalidated the complaint.

Date

11/27/02

Francis S. Hallinan
Frank Federman, Esquire
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Attorneys for Plaintiff

*John J. Shaw
Prothonotary*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13094

THE BANK OF NEW YORK

02-1475-CD

VS.

ALBRIGHT, WILLIAM W. JR. & COLLEEN G.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 22, 2002 AT 11:19 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM W. ALBRIGHT, JR., DEFENDANT AT EMPLOYMENT, PENN TRUCK SALES, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM W. ALBRIGHT, JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY DAVIS/MORGILLO

NOW OCTOBER 22, 2002 AT 11:25 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON COLLEEN G. ALBRIGHT, DEFENDANT AT RESIDENCE, 802 ELIZA ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO COLLEEN G. ALBRIGHT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

Return Costs

Cost	Description
87.48	SHFF. HAWKINS PD. BY <i>atty.</i>
20.00	SURCHARGE PAID BY ATTY.

FILED
10/24/04
SEP 20 2004

William A. Shaw
Prothonotary Clerk of Courts

Sworn to Before Me This

20th Day Of Sept. 2003
Chester A. Hawkins

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