

VS.

PARKER, T. NESTLERODE A/K/A NESTLEROD
TINA M. NESTLERODE A/K/A NESTLEROD

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION
3415 VISION DRIVE
COLUMBUS, OH 43219

TERM

Plaintiff

v.

NO. 2003-184-CO

CLEARFIELD COUNTY

PARKER T. NESTLERODE
A/K/A PARKER T. NESTLEROD
TINA M. NESTLERODE
A/K/A TINA M. NESTLEROD
1315 ATLANTIC AVENUE
MADERA, PA 16661

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 #: 1963464774

FILED

FEB 11 2003 *Eng*
0/12:00/1m
William A. Shaw
Prothonotary/Clerk of Courts
4 sent to SAPP

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION
3415 VISION DRIVE
COLUMBUS, OH 43219

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

PARKER T. NESTLERODE
A/K/A PARKER T. NESTLEROD
TINA M. NESTLERODE
A/K/A TINA M. NESTLEROD
1315 ATLANTIC AVENUE
MADERA, PA 16661

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


3. On 10/23/00 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FLAGSTAR BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200016344. By Assignment of Mortgage recorded 12/13/01 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200120045.
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 09/01/2002 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	\$59,663.00
Interest	2,735.40
08/01/2002 through 02/10/2003 (Per Diem \$14.10)	
Attorney's Fees	1,250.00
Cumulative Late Charges	155.27
10/23/2000 to 02/10/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,353.67
Escrow	
Credit	0.00
Deficit	778.53
Subtotal	<u>\$ 778.53</u>
TOTAL	\$ 65,132.20

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. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,132.20, together with interest from 02/10/2003 at the rate of \$14.10 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 that certain lot, piece or parcel of ground situate, lying and being in the Township of Bigler, County of Clearfield and State of Pennsylvania, more fully bounded and described as follows:

BEGINNING at an existing iron pin at the Southwestern corner of a lot previously conveyed to Malvin W. Kerr, Jr. et. ux. by Spencer Land Company; thence South 53° 00' East 50.0 feet to an iron pin set at the Northern Right-of Way line of Legislative Route 17047; thence by said Right-of-Way line South 38° 37' West 44.2 feet to an iron pin set; thence by residue of land of Spencer Land Company North 50° 24 1/2' West 232.6 feet to an iron pin set at line of Marvine Finney; thence by the land of Marvine Finney North 31° 30' East 80.9 feet to an existing iron pin; thence by same North 55 19' West 188.3 feet to an existing iron pin; thence by same North 31 26' East 68.6 feet to an existing iron pin; thence by the same North 64° 26' East 209.0 feet to an iron pin set on the line of land of Flango Brothers Coal Company; thence by said Flango Brothers property South 28° 38' East 100 feet to an existing iron pin at Northeastern corner of Malvin W. Kerr, Jr. et. ux. lot; thence by said Kerr's lot South 37° 00' West 22.6 feet to an existing iron pin; thence by the same South 28° 38' East 225.0 feet and place of beginning and containing 1.495 acres.

BEING the premises, the title to which became vested in Parker T. Nestleroad and Tina M. Nestleroad by Deed of Spencer Land Company, dated October 24, 1888 and recorded in Clearfield County Deed Book 1376, page 369. The purpose of this deed is to correct the spelling of the name of the grantees herein.

PRPOERTY ADDRESS: P.O. BOX 165, STATE ROUTE 2011

VERIFICATION

JOE KOONCE

hereby states that he/she is

Assistant Secretary

of CHASE MANHATTAN MORTGAGE

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



JOE KOONCE

Assistant Secretary

DATE: _____

2/7/03

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13655

FEDERAL NATIONAL MORTGAGE ASSOCIATION

03-184-CD

VS.

NESTLERODE, PARKER T. a/k/a PARKER T. NESTLEROD a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 28, 2003 AT 11:39 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PARKER T. NESTLERODE a/k/a PARKER T. NESTLEROD, DEFENDANT AT RESIDENCE, 1315 ATLANTIC AVE., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA M. NESTLERODE, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 28, 2003 AT 11:39 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TINA M. NESTLERODE a/k/a TINA M. NESTLEROD, DEFENDANT AT RESIDENCE, 1315 ATLANTIC AVE., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA M. NESTLERODE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 28, 2003 AT 11:39 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TINA M. NELSTERODE a/k/a TINA M. NESTLEROD, DEFENDANT AT RESIDENCE, PO BOX 165, STATE RT. 2011, ATLANTIC AVE., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA M. NELSTLERODE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 28, 2003 AT 11:39 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PARKER T. NESTLERODE a/k/a PARKER T. NESTLEROD, DEFENDANT AT RESIDENCE, PO BOX 165, STATE RT. 2011, ATLANTIC AVE., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA M. NELSTLERODE, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13655

FEDERAL NATIONAL MORTGAGE ASSOCIATION

03-184-CD

VS.

NESTLERODE, PARKER T. a/k/a PARKER T. NESTLEROD al

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Return Costs

Cost	Description
49.65	SHFF. HAWKINS PAID BY: ATY.
40.00	SURCHARGE PAID BY: ATY

Sworn to Before Me This

21st Day Of March 2003

William A. Shaw

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

WAS

So Answers,

Chester A. Hawkins
My Mauly Hamr

Chester A. Hawkins
Sheriff

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Plaintiff

**Court of Common Pleas
CLEARFIELD County
No. 2003-184-CD**

vs.

**PARKER T. NESTLERODE, A/K/A PARKER
T. NESTLEROD
TINA M. NESTLERODE, A/K/A TINA
M. NESTLEROD**

Defendant(s)

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

5/13/03
Date

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

FILED

m 1:43 PM 1 CC - Notice to atty

MAY 19 2003

**William A. Shaw
Prothonotary**

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

COPY

Federal National Mortgage Association

Vs.

No. 2003-00184-CD

Parker T. Nestlerode

Tina M. Nestlerode

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 May 19, 2003, marked:

Discontinued, settled and ended.

Record costs in the sum of \$174.65 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of May A.D. 2003.

William A. Shaw, Prothonotary