

2003-255-CD  
KEY BANK USA -VS- JOHN W. COUTERET, etal.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEY BANK USA, N.A., assignee of  
PENNWEST HOME EQUITY SOURCES  
CORPORATION,

Plaintiff,

vs.

JOHN W. COUTERET and TAMMY K.  
COUTERET,

Defendants.

CIVIL DIVISION

NO. 03-255-CD

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Code  
MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED**

**FEB 24 2003**

**William A. Shaw  
Prothonotary**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND 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 SHOULD 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.**

**PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830**

**(814) 765-2641 - EXT. 20**

### COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 2 Gatehall Drive, Parsippany, NJ 07054.

2. The Defendant(s) is/are individuals with a last known mailing address of RR 1, Box 26, Gormont Drive a/k/a 925 Gormont Drive, Frenchville, PA 16836. The property address is **RR 1, Box 26, Gormont Drive a/k/a 925 Gormont Drive, Frenchville, PA 16836** and is the subject of this action.

3. On the 14th day of June, 2000, in consideration of a loan of Thirty-Seven Thousand, Six Hundred and No/100 (\$37,600.00) Dollars made by Pennwest Home Equity Sources Corporation, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Pennwest Home Equity Sources Corporation, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Pennwest Home Equity Sources Corporation, as mortgagee, which mortgage was recorded on the 16th day of June, 2000, in the Office of the Recorder of Deeds of Clearfield County, in Instrument No. 200008475. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

(See Exhibit "A" attached hereto.)

5. On or before the 16th day of June, 2000, Pennwest Home Equity Sources Corporation, a PA corporation, assigned to the Plaintiff, Key Bank USA, N.A., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 16th day of June, 2000, in Instrument No. 200008476. The said assignment is incorporated herein by reference.

6. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

7. Since September 19, 2002, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

8. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

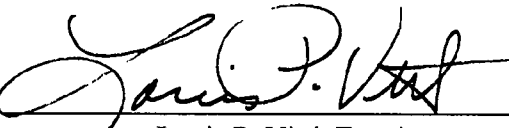
9. The amount due on said mortgage is itemized on the attached schedule.

10. Plaintiff does hereby release the personal representative, heir and/or devisee of the mortgagor(s) from liability for the debt secured by the mortgage.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Forty-Four Thousand, Six Hundred Eighteen and 56/100 Dollars (\$44,618.56) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY 

Louis P. Vitti, Esquire  
Attorney for Plaintiff

Couteret, John W.

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	37,311.30
Interest @ 12.4500% from 08/19/02 through 2/28/2003 (Plus \$12.7267 per day after 2/28/2003 )	2,456.26
Late charges through 2/20/2003 0 months @ 19.99 Accumulated beforehand (Plus \$19.99 on the 17th day of each month after 2/20/2003 )	239.20
Attorney's fee	1,865.57
Escrow deficit	<u>2,746.23</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	
<b>BALANCE DUE</b>	<b>44,618.56</b>

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COVINGTON, IN  
THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING  
DESCRIBED AS FOLLOWS: BEING BOUNDED AND MORE FULLY DESCRIBED IN A  
DEED DATED 12/18/95 AND RECORDED 12/18/95, AMONG THE LAND RECORDS OF  
THE COUNTY AND THE STATE SET FORTH ABOVE, IN DEED VOLUME 1725 AND  
PAGE 144. ADDRESS: RR#1 BOX 26, FRENCHVILLE, PA 16836, CLEARFIELD  
COUNTY TAX MAP OR PARCEL ID NO.: 30540  
A.P.N.: 30540

EXHIBIT"

A


"



VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, 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.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.



Louis P. Vitti

Dated: February 20, 2003

FILED

M 12:58 PM  
FEB 24 2003

Atty. Gen.  
85.00  
2003.55

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEY BANK USA, N.A., assignee of  
PENNWEST HOME EQUITY SOURCES  
CORPORATION,

Plaintiff,

vs.

JOHN W. COUTERET and TAMMY K.  
COUTERET,

Defendant (s).

CIVIL DIVISION

No. 03-255-CD

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

~ MORTGAGE FORECLOSURE ~

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED**

MAR 18 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

KEY BANK USA, N.A., assignee of PENNWEST  
HOME EQUITY SOURCES CORPORATION,

Plaintiff,

vs.

JOHN W. COUTERET and TAMMY K.  
COUTERET,

Defendants,

No. 03-255-CD

**PRAECIPE TO SETTLE AND DISCONTINUE**

TO: THE PROTHONOTARY

KINDLY settle and discontinue Plaintiff's case in the above-captioned matter.

LOUIS P. VITTI & ASSOCIATES, P.C.

BY:

*Louis P. Vitti*

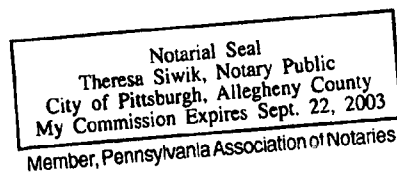
Louis P. Vitti, Esquire  
Attorney for Plaintiff

SWORN TO and subscribed

before me this 14th day

of March, 2003.

*Theresa Siwik*  
Notary Public



FILED N's cc

M 12:58 PM  
MAR 18 2003

*[Handwritten signature]*

William A. Shaw  
Prothonotary

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

**COPY**

**CIVIL DIVISION**

**Key Bank USA, N. A. assignee of  
PennWest Home Equity Sources Corporation**

**Vs.**

**No. 2003-00255-CD**

**John W. Couteret  
Tammy K. Couteret**

**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 March 18, 2003, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by Louis P. Vitti, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of March A.D. 2003.

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William A. Shaw, Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13707

KEY BANK USA

03-255-CD

VS.

COUTERET, JOHN W. & TAMMY K.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW MARCH 3, 2003 AT 10:02 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. COUTERET, DEFENDANT AT RESIDENCE, RR 1, BOX 26, GORMONT DR. A/K/A 925 GORMONT DR., FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN W. COUTERET 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 MARCH 3, 2003 AT 10:02 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY K. COUTERET, DEFENDANT AT RESIDENCE, RR 1, BOX 26, GORMONT DR. A/K/A 925 GORMONT DR., FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN W. COUTERET, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

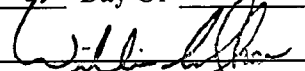
SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
34.40	SHFF. HAWKINS PD. BY: ATTY.
20.00	SURCHARGE PD. BY: ATTY.

Sworn to Before Me This

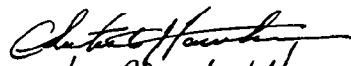
21<sup>st</sup> Day Of March 2003



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



So Answers,



Chester A. Hawkins  
Sheriff