

03-766-CD
PRINCIPAL RESIDENTIAL MORTGAGE, vs. ROBERT A. BAKER,
et al.

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

PRINCIPAL RESIDENTIAL MORTGAGE, INC.

Plaintiff
vs.

**Court of Common Pleas
CLEARFIELD County
No. 03-766-CD**

**ROBERT A. BAKER, A/K/A ROBERT BAKER
JOYCE I. BAKER**

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.

6/25/03
Date

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

FILED

JUN 27 2003

William A. Shaw
Prothonotary

FILED
m 1150 AM
JUN 27 2003 COPY YS CA
out to attorney

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Principal Residential Mortgage, Inc.

No. 2003-00766-CD

Vs.
Robert A. Baker
Joyce I Baker

COPY

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 June 27, 2003, marked:

Discontinued, Settled and Ended

Record costs in the sum of \$141.96 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 27th day of June A.D. 2003.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

PRINCIPAL RESIDENTIAL MORTGAGE INC.

VS.

BAKER, ROBERT A. a/k/a ROBERT BAKER & JOYCE I. BAKER

Sheriff Docket # 14093

03-766-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 28, 2003 AT 4:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT A. BAKER A/K/A ROBERT BAKER, DEFENDANT AT RESIDENCE, RR 1, BOX 579, BAKER DRIVE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT BAKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

NOW MAY 28, 2003 AT 4:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOYCE I. BAKER, DEFENDANT AT RESIDENCE, RR#1 BOX 579, BAKER DRIVE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOYCE BAKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

Return Costs

Cost	Description
36.96	SHERIFF HAWKINS PAID BY: ATTY CK# 276502
20.00	SURCHARGE PAID BY: ATTY CK# 276503

Sworn to Before Me This

10 Day Of June 2003
3:10 pm

So Answers,


Chester A. Hawkins
Sheriff

FILED
10 1:39 PM
JUN 10 2003

William A. Shaw
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
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

PRINCIPAL RESIDENTIAL MORTGAGE, INC.
711 HIGH STREET
DES MOINES, IA 50392-0780

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 03-766-C

CLEARFIELD COUNTY

ROBERT A. BAKER
A/K/A ROBERT BAKER
JOYCE I. BAKER
RR 1 BOX 579 BAKER DRIVE
HOUTZDALE, PA 16651

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

Loan #: 001890714-7NZB

MAY 21 2003

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

PRINCIPAL RESIDENTIAL MORTGAGE, INC.
711 HIGH STREET
DES MOINES, IA 50392-0780

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

ROBERT A. BAKER
A/K/A ROBERT BAKER
JOYCE I. BAKER
RR 1 BOX 579 BAKER DRIVE
HOUTZDALE, PA 16651

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

3. On 7/25/02 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PARAGON HOME LENDING which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200213131. By Assignment of Mortgage recorded 8/16/02 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200213132.
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 03/01/2003 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	\$85,093.66
Interest	1,842.10
02/01/2003 through 05/20/2003	
(Per Diem \$16.90)	
Attorney's Fees	1,225.00
Cumulative Late Charges	52.49
07/25/2002 to 05/01/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 88,763.25
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 88,763.25

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 \$ 88,763.25, together with interest from 05/20/2003 at the rate of \$16.90 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 THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF WOODWARD, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1" IRON PIPE CORNER ON LINE OF LAND OF HARBISON-WALKER REFRactories CO.; THENCE BY LINE OF LAND OF HARBISON-WALKER REFRactories CO.; SOUTH 82° 22' 57" EAST, A DISTANCE OF 110.55 FEET TO A SET 3/4" IRON REBAR CORNER ON LINE OF LAND OF VERA (LITZ) WILLIAMS AND BRADLEY I. LITZ; THENCE BY LINE OF LAND OF VERA (LITZ) WILLIAMS AND BRADLEY I. LITZ, SOUTH 7° 29' 05" WEST, A DISTANCE OF 185.04 FEET TO A SET 3/4" IRON REBAR CORNER ON LINE OF LAND OF VERA (LITZ) WILLIAMS AND BRADLEY I. LITZ; THENCE BY LINE OF LAND OF VERA (LITZ) WILLIAMS AND BRADLEY I. LITZ, SOUTH 88° 24' 29" EAST, A DISTANCE OF 286.20 FEET TO A SET 3/4" IRON REBAR CORNER ON LINE OF NOW OR FORMERLY OF REBECCA MEESE; THENCE BY LINE OF LAND NOW OR FORMERLY OF REBECCA MEESE, SOUTH 7° 36' 05" WEST, A DISTANCE OF 95 FEET TO A FOUND 1" IRON REBAR CORNER OF LINE OF LAND NOW OR FORMERLY OF MIRIAM MCCLOSKEY, NORTH 82° 23' 55" WEST, A DISTANCE OF 290.75 FEET TO A FOUND 2" IRON PIPE ON LINE OF NOW OR FORMERLY OF MIRIAM MCCLOSKEY; THENCE BY LINE OF NOW OR FORMERLY OF MIRIAM MCCLOSKEY, NORTH 6°30'00" EAST, A DISTANCE OF 250.16 FEET TO A FOUND 1" IRON PIPE, THE PLACE OF BEGINNING. CONTAINING 1.15 ACRES AS SHOWN ON A MAP AND LABELED AS LOT 2, PREPARED BY HESS AND FISHER ENGINEERS, INC., DATED JULY 23, 1992, ATTACHED HERETO AND TO BE RECORDED HEREWITH.

BEING THE SAME PROPERTY CONVEYED TO ROBERT A. BAKER AND JOYCE I. BAKER, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY BY DEED FROM VERA (LITZ) WILLIAMS AND BRADLEY I. LITZ RECORDED 08/24/1992, IN DEED BOOK 1480, PAGE 122.

BEING KNOWN AS: RR1 BOX 579 BAKER DRIVE.

VERIFICATION

TRACY MARTIN, hereby states that she is MANAGER OF FORECLOSURE of PRINCIPAL RESIDENTIAL MORTGAGE, INC. 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 in Mortgage Foreclosure 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.

Tracy Martin

DATE: 5.15.03

FILED

recd to shaw

M 11:35 AM 2003

MAY 21 2003

William A. Shaw
Prothonotary