

03-856-CD

CHASE MANHATTAN BANK vs. MATTHEW DAVID LIEGEY

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

THE CHASE MANHATTAN BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING AGREEMENT,
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED
ASSET SERVICING AND SECURITIZATION LLC,
ASSET BACKED FUNDING CORPORATION, LITTON
LOAN SERVICING LP AND THE CHASE MANHATTAN
BANK, C-BASS MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 03-856-CD

CLEARFIELD COUNTY

Plaintiff

v.

MATTHEW DAVID LIEGEY
A/K/A MATHEW LIEGEY
4311 CAPTIVA SANDS
REHOBOTH BEACH, DE 19971-2737

Defendant(s)

FILED

JUN 11 2003

William A. Shaw
Prothonotary

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

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 CHASE MANHATTAN BANK, AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT, DATED AS OF
MAY 1, 2000, AMONG CREDIT-BASED ASSET SERVICING
AND SECURITIZATION LLC, ASSET BACKED FUNDING
CORPORATION, LITTON LOAN SERVICING LP AND THE
CHASE MANHATTAN BANK, C-BASS MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2000-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

MATTHEW DAVID LIEGEY
A/K/A MATHEW LIEGEY
4311 CAPTIVA SANDS
REHOBOTH BEACH, DE 19971-2737

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

3. On 11/25/1997 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERIQUEST MORTGAGE COMPANY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1892, Page 167. By Assignment of Mortgage recorded 7/16/01 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200110961.
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 02/01/2003 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 | \$22,899.78 |
| Interest | 1,169.60 |
| 01/01/2003 through 06/09/2003 (Per Diem \$7.31) | |
| Attorney's Fees | 1,250.00 |
| Cumulative Late Charges | 101.04 |
| 11/25/1997 to 06/09/2003 | |
| Cost of Suit and Title Search | <u>\$ 550.00</u> |
| Subtotal | \$ 25,970.42 |
| Escrow | |
| Credit | 0.00 |
| Deficit | 4.67 |
| Subtotal | <u>\$ 4.67</u> |
| TOTAL | \$ 25,975.09 |

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 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 25,975.09, together with interest from 06/09/2003 at the rate of \$7.31 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

SCHEDULE "A"

ALL THOSE CERTAIN PARCELS OF LAND SITUATE IN COVINGTON TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BOUNDED ON THE WEST BY LAND NOW OR FORMERLY OF LIEGEY BROTHERS AND CLEM GUENOT; ON THE NORTH BY LAND NOW OR FORMERLY OF FRANK GORMONT ESTATE; ON THE EAST BY LAND NOW OR FORMERLY OF LIEGEY BROTHERS AND CLAIR FRELIN; ON THE SOUTH BY OLD STATE HIGHWAY ROUTE NO. 879. CONTAINING TEN AND TWO-THIRDS (10 2/3) ACRES, MORE OR LESS, AND HAVING ERECTED THEREON A TWO-STORY FRAME DWELLING AND OUTBUILDINGS.

THE SECOND THEREOF: BEGINNING AT A POINT AT THE SOUTHERN EDGE OF OLD LEGISLATIVE ROUTE 17052, SAID POINT BEING THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO PRIOR GRANTOR; THENCE ALONG THE SOUTHERN EDGE OF OLD L. R. 17052 THE FOLLOWING COURSES AND DISTANCES: S 77° 47' E 344.2' TO A POINT; THENCE S 78° 59' E 198.9' TO A POINT; THENCE S 79° 27' E 379.1' TO A POINT; THENCE S 79° 58' E 381.9' TO AN IRON PIN AT THE EDGE OF RIGHT-OF-WAY WITH PENNSYLVANIA ROUTE 879, NEW LEGISLATIVE ROUTE 17052; THENCE N 89° 44' W ALONG SAID RIGHT-OF-WAY AND CURVING TO THE LEFT 382.9' TO A POINT; THENCE S 88° 33' W STILL ALONG SAID RIGHT-OF-WAY 935' TO LAND PREVIOUSLY CONVEYED TO PRIOR GRANTOR; THENCE N 6° 32' E ALONG SAID PARCEL 308' TO A POINT AND PLACE OF BEGINNING AND CONTAINING 5.40 ACRES.

THIS DEED CARRIES WITH IT A CONVEYANCE TO THE CENTERLINE OF STATE ROADS IN THE EVENT SUCH ROADS SHOULD BE ABANDONED.

EXCEPTING AND RESERVING UNTO THE GRANTORS, THEIR HEIRS AND ASSIGNS, THE RIGHT, IN COMMON WITH GRANTEE, TO USE THE SPRING LOCATED ON THE ABOVE PREMISES THAT SUPPLIES THE HOME OF MATTHEW D. LIEGEY AS WELL AS A POND LOCATED SOUTH OF PENNSYLVANIA ROUTE 879, NEW LEGISLATIVE ROUTE 17052. THIS RESERVATION REQUIRES THAT GRANTEE SHALL IN NO WAY INTERFERE OR IMPAIR THE AFORESAID SPRING OR ITS ABILITY TO PROVIDE THE WATER SUPPLY TO MATTHEW D. LIEGEY'S HOME AND THE AFORESAID POINT.

BEING THE SAME PROPERTY CONVEYED TO MATTHEW DAVID LIEGEY, AN ADULT INDIVIDUAL, BY DEED FROM FRANCIS J. LIEGEY, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF MARY E. LIEGEY A/K/A MARY G. LIEGEY, AND JOHANNA LIEGEY, HIS WIFE; EDWARD J. LIEGEY AND CONSTANCE LIEGEY, HIS WIFE; ROBERT W. LIEGEY AND ELIZABETH

PREMISES ON: RR 1 BOX 167

VERIFICATION

Denise Rivera hereby states that she is FC Processor of LITTON LOAN SERVICING 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.

Denise Rivera

Denise Rivera

for Litton Loan Servicing LP

DATE: 6/5/03

FILED

7/11/05
JUN 11 2003

Atty pd -85.00

ICC ~~100~~
Sh. 55

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

THE CHASE MANHATTAN BANK

VS.

LIEGEY, MATTHEW DAVID a/k/a MATHEW LIEGEY

Sheriff Docket # 14180

03-856-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 2, 2003 AT 2:08 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MATTHEW DAVID LIEGEY A/K/A MATHEW LIEGEY, DEFENDANT AT RESIDENCE, RR#1 BOX 167, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JACKIE HAUBOLD, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

| Cost | Description |
|-------|--|
| 29.89 | SHERIFF HAWKINS PAID BY: ATTY Ck# 280387 |
| 10.00 | SURCHARGE PAID BY: ATTY CK# 283461 |

Sworn to Before Me This

29th Day Of *July* 2003
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 Mauley Harr
Chester A. Hawkins
Sheriff

FILED

01 3:30-30
JUL 29 2003

William A. Shaw
Prothonotary/Clerk of Courts

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 CHASE MANHATTAN BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING AGREEMENT,
DATED AS OF MAY 1, 2000, AMONG CREDIT-BASED ASSET
SERVICING AND SECURITIZATION LLC, ASSET BACKED
FUNDING CORPORATION, LITTON LOAN SERVICING LP
AND THE CHASE MANHATTAN BANK, C-BASS MORTGAGE
LOAN ASSET-BACKED CERTIFICATES, SERIES 2000-CB2**

Plaintiff

**Court of Common Pleas
CLEARFIELD County
No. 03-856-CD**

vs.

**MATTHEW DAVID LIEGEY,
A/K/A MATHEW LIEGEY**

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.

Date

7/31/03 **FILED**

AUG 06 2003

William A. Shaw
Prothonotary

M 1:27 PM 100 &
Cert of Discontinuity
Copy to CA

Francis S. Hallinan

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

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

CIVIL DIVISION

Chase Manhattan Bank

Vs.

No. 2003-00856-CD

Matthew David Liegey

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 August 6, 2003, marked:

Settled, Discontinued and Ended, without prejudice.

Record costs in the sum of \$124.89 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 6th day of August A.D. 2003.

William A. Shaw, Prothonotary

Clearfield County Clearfield County Court of Common Pleas
CT COMMON PLEAS, Collections Department Location Only

User: JKENDRICK

All Case Types

CLERK OF THE COURT REPORT FOR
VIOLATIONS OF THE VEHICLE CODE
Fines Part I

From 7/1/2003 to 7/31/2003

| Case Number Receipt | Party Violation | Local Fines | State Fine PSP | State Fine Local PD | County Fine | State Misc Fine |
|------------------------|---|----------------|----------------------|---------------------------|----------------|--------------------|
| ate Paid: 7/21/2003 | | | | | | |
| 100-0000273-CR | Bratton, John Thomas | | 12.50 | | 12.50 | |
| 53303 PP | Driving under influence of alcohol [M/2] | | | | | |
| 98-0000843-CR | McKendrick, Bradley R | | 50.00 | | | |
| 53311 PP | Acc. involving damage to attended vehicle or pro | | | | | |
| 101-0001100-CR | Fustine, Joseph Allen | | 12.50 | | 12.50 | |
| 163322 PP | Driving under inf. of alc. (adult blood alc. >= 0.10) | | | | | |
| 02-0000148-CR | Yeager, George A. | | 30.00 | | 30.00 | |
| 33328 PP | Driving under inf. of alc. (adult blood alc. >= 0.10) | | | | | |
| 02-0000607-CR | Raab, Thomas William | | 25.00 | | | |
| 33347 IP | Vehicle entering or crossing roadway [S] | | | | | |
| 02-0000996-CR | Potter, Douglas Wayne | | 25.00 | | 25.00 | |
| 13356 PP | Driving under inf. of alc. (adult blood alc. >= 0.10) | | | | | |
| 12-0000968-CR | Hewitt, Jerome Francis Jr. | | 25.00 | | 25.00 | |
| 13358 PP | Driving under influence of alcohol [M/2] | | | | | |
| 2-0000414-CR | Courson, Ronald Lee | | 75.00 | | 75.00 | |
| 13362 PP | Driving under inf. of alc. (adult blood alc. >= 0.10) | | | | | |
| 2-0000403-CR | Bennett, William James | | 75.00 | | | |
| 3375 PP | Driving while oper. priv. is susp. or rev. (DUI/refu) | | | | | |
| ate Paid: 7/22/2003 | | | | | | |
| 2-0000699-CR | Russell, Amy | | 15.00 | | 15.00 | |
| 13389 PP | Driving under inf. of alc. (adult blood alc. >= 0.10) | | | | | |
| 2-0000770-CR | Burkett, Jerry Earl | | 25.00 | | 25.00 | |
| 13392 PP | Driving under inf. of alc. (adult blood alc. >= 0.10) | | | | | |
| 2-0000400-CR | Williams, Brenda Lee | | 25.00 | | | |
| 3395 PP | Driving vehicle at safe speed [S] | | | | | |
| ate Paid: 7/23/2003 | | | | | | |
| 10-0000965-CR | Dixon, Michael John Jr | 15.00 | | 15.00 | | |
| 13405 PP | Driving while oper. priv. is susp./rev. (General) [S] | | | | | |
| 16-0000744-CR | Rogers, John Robert | 12.50 | | 12.50 | | |
| 13411 PP | Driving on roads laned for traf. (Change lanes pr | | | | | |
| 1-0000744-CR | Rogers, John Robert | 11.50 | | 11.50 | | |
| 13411 PP | Drivers required to be licensed (Persons in vehic | | | | | |