

03-1581-CD  
FIRST FINANCIAL BANK, etal vs. DENNIS T. FENTON, etal.

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

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FIRST FINANCIAL BANK  
214 NORTH WASHINGTON PO BOX 766  
EL DORADO, AR 71730

Plaintiff

v.

DENNIS T. FENTON  
246 BARN ROAD  
CLEARFIELD, PA 16380

MARY ANN FENTON  
246 BARN ROAD  
CLEARFIELD, PA 16380

Defendant(s)

**CIVIL ACTION - LAW**  
**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 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

ATTORNEY FOR PLAINTIFF  
  
COURT OF COMMON PLEAS  
CIVIL DIVISION

COURT OF COMMON PLEAS  
  
CIVIL DIVISION

TERM

NO. 03 - 1581 - CD

CLEARFIELD COUNTY

**FILED**

OCT 22 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

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON PO BOX 766  
EL DORADO, AR 71730

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

DENNIS T. FENTON  
246 BARN ROAD  
CLEARFIELD, PA 16380

MARY ANN FENTON  
246 BARN ROAD  
CLEARFIELD, PA 16380

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

3. On 11/30/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Document No. 199800183. By Assignment of Mortgage recorded 4/12/1999 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Document No. 199910080.
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 05/01/2003 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	\$24,917.32
Interest	1,007.76
04/01/2003 through 10/21/2003 (Per Diem \$4.94)	
Attorney's Fees	1,250.00
Cumulative Late Charges	198.38
11/30/1998 to 10/21/2003	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 27,923.46
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
<b>TOTAL</b>	<b>\$ 27,923.46</b>

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.
10. 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 \$ 27,923.46, together with interest from 10/21/2003 at the rate of \$4.94 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 TRACT OR PIECE OF LAND SITUATE IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OF MARTIN S. YOUNG, SR., AND PATRICIA A. YOUNG, SAID PIN BEING ON LINE NOW OR FORMERLY OF C. A. OGDEN CO.;

THENCE SOUTH FORTY-ONE DEGREES FIFTY MINUTES EAST (S 41°50' E) ONE HUNDRED EIGHTY (180.0) FEET THROUGH A LINE PIN AND ALONG SAID LAND OF YOUNG TO A POINT IN TOWNSHIP ROAD;

THENCE BY A LINE IN TOWNSHIP ROAD SOUTH FIFTY DEGREES FIFTY MINUTES WEST (S 50°50' W) TWO HUNDRED EIGHTEEN (218.0) FEET TO A POINT IN THE TOWNSHIP ROAD;

THENCE NORTH EIGHTY-NINE DEGREES FIFTY-THREE MINUTES WEST (N 89°53' W) ONE HUNDRED EIGHTEEN (118.0) FEET TO POINT AT THE SOUTHEAST CORNER OF LAND CURRENTLY OWNED BY DENNIS T. FENTON AND MARY ANN FENTON, GRANTEES HEREIN;

THENCE NORTH ZERO DEGREES SEVEN MINUTES EAST (N 0°07' E) ONE HUNDRED EIGHTY (180.0) FEET THROUGH A LINE PIN AND ALONG SAID LINE OF DENNIS T. FENTON AND MARY ANN FENTON TO AN EXISTING IRON PIN ON LINE NOW OR FORMERLY OF C. A. OGDEN CO., SAID PIN BEING THE NORTHEAST CORNER OF LAND OF DENNIS T. FENTON AND MARY ANN FENTON, GRANTEES HEREIN;

THENCE SOUTH EIGHTY-NINE DEGREES FIFTY-THREE MINUTES EAST (S 89°53' E) FIFTY-FOUR (54.0) FEET ALONG LAND NOW OR FORMERLY OF C. A. OGDEN CO. TO AN EXISTING IRON PIN;

THENCE CONTINUING ALONG LAND NOW OR FORMERLY OF C. A. OGDEN CO. NORTH FIFTY DEGREES FIFTY MINUTES EAST (N 50°50' E) ONE HUNDRED FORTY-SIX (146.0) FEET TO EXISTING IRON PIN AND PLACE OF BEGINNING. THIS DESCRIPTION IS BASED ON A SURVEY PREPARED BY ERNEST CARNS, DATED MARCH 1994.

CONTAINING ONE AND ONE HUNDRED THREE THOUSANDTHS (1.103) ACRES, MORE OR LESS.

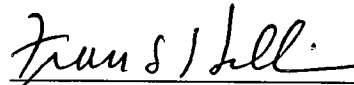
BEING THE SAME PROPERTY CONVEYED TO DENNIS T. FENTON AND MARY ANN FENTON, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETIES BY DEED

PREMISES BEING: RR 1 BOX 143 B

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 ( c ), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 10/09/03

FILED

11:24 AM  
OCT 22 2003  
FCL to Abby

William A. Shaw  
Prothonotary



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

FIRST FINANCIAL BANK

VS.

FENTON, DENNIS T. & MARY ANN

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14697

03-1581-CD

**SHERIFF RETURNS**

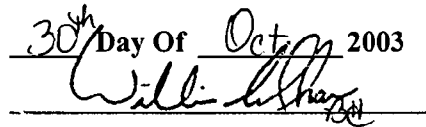
NOW OCTOBER 23, 2003 AT 3:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DENNIS T. FENTON, DEFENDANT AT RESIDENCE, 246 BARN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS FENTON (2) TWO TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. THE ADDRESS OF RR#1 BOX 143B, CLEARFIELD, PA. IS THE SAME RESIDENCE.  
SERVED BY: COUDRIET/Ryen

NOW OCTOBER 23, 2003 AT 3:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY ANN FENTON, DEFENDANT AT RESIDENCE, 246 BARN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS FENTON, HUSBAND (2) TWO TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. THE ADDRESS OF RR#1 BOX 143B, CLEARFIELD, PA. IS THE SAME ADDRESS.  
SERVED BY: COUDRIET/Ryen

**Return Costs**


Cost	Description
38.00	SHERIFF HAWKINS PAID BY: ATTY
40.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

30<sup>th</sup> Day Of October 2003  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

*OK 10:00 AM*  
OCT 30 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  
Plaintiff

Attorney for

**FIRST FINANCIAL BANK**

Plaintiff

vs.

Court of Common Pleas  
CLEARFIELD County  
No. 03-1581-CD

DENNIS T. FENTON  
MARY ANN FENTON

Defendant(s)

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

TO THE PROTHONOTARY:

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

11/25/03  
Date

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

**FILED**

in 1:26 at ICC to att

DEC 01 2003

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**First Financial Bank**

**Vs.**

**No. 2003-01581-CD**

**Dennis T. Fenton  
Mary Ann Fenton**

**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 December 1, 2003, marked:

Discontinued, Settled, and Ended.

Record costs in the sum of \$163.00 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 1st day of December A.D. 2003.

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William A. Shaw, Prothonotary