

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

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff
v.

TERM
NO. 03 - 1581-C0

DENNIS T. FENTON
246 BARN ROAD
CLEARFIELD, PA 16380

CLEARFIELD COUNTY

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

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	<u>\$ 550.00</u>
Subtotal	\$ 27,923.46
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 27,923.46

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: /s/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 ($841^{\circ}50' E$) 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 ($850^{\circ}50' W$) TWO HUNDRED EIGHTEEN (218.0) FEET TO A POINT IN THE TOWNSHIP ROAD;

THENCE NORTH EIGHTY-NINE DEGREES FIFTY-THREE MINUTES WEST ($N 89^{\circ}53' W$) 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 HERIN;

THENCE NORTH ZERO DEGREES SEVEN MINUTES EAST ($N 0^{\circ}07' E$) 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 ($889^{\circ}53' E$) 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 ($N 50^{\circ}50' E$) 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 CARNES, DATED MARCH 1994.

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

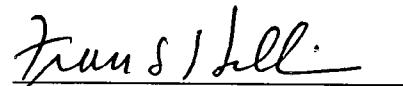
BEING THE SAME PROPERTY CONVEYED TO DENNIS T. FENTON AND MARY ANN FENTON, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETIES BY DEED

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
FCC to USTel

OCT 22 2003

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

30th Day Of Oct 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
My Mawly Hams
Chester A. Hawkins
Sheriff

FILED
AP 010:00 PM
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 endec, 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 100-6110
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.

William A. Shaw, Prothonotary