

04-01-CD
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. vs. CARL L.
STATES

Netbank vs. Carl L. States
2004-1-CD

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

v.
Plaintiff

NO. 04-01-40

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

CLEARFIELD COUNTY

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

JAN 02 2004

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.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

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

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

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

3. On 03/23/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2001, Page 4480
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 08/01/2003 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	\$29,521.97
Interest	1,182.18
07/01/2003 through 12/30/2003	
(Per Diem \$6.46)	
Attorney's Fees	1,250.00
Cumulative Late Charges	61.28
03/23/2001 to 12/30/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 32,565.43
Escrow	
Credit	0.00
Deficit	13.72
Subtotal	<u>\$ 13.72</u>
TOTAL	\$ 32,579.15

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 \$ 32,579.15, together with interest from 12/30/2003 at the rate of \$6.46 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
 s/Francis S. Hallinan
 FRANK FEDERMAN, ESQUIRE
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

ALL those certain two parcels of land, together with improvements thereon, situated in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

PROPERTY ADDRESS: 271 NORTH ALLEY RR#1 A/K/A 271 NORTH ALLEY

THE FIRST THEREOF: BEGINNING at an iron pin on the southeastern corner of the property herein described and the southwestern corner of lands now or formerly owned by Donald Kovalick; thence along the said lands now or formerly of Donald Kovalick North nineteen (19) degrees forty (40) minutes East one hundred ninety-eight and zero tenths (198.0) feet to an existing pipe; thence along lands now or formerly of the Isaac Smith Estate North eight-two (82) degrees forty-five (45) minutes West four hundred fifty and fifty-four hundredths (450.54) foot to an iron pipe; thence still along lands now or formerly of the said Isaac Smith Estate South nineteen (19) degrees forty (40) minutes West one hundred ninety-eight and zero tenths (198.0) feet to an iron pin; thence south eighty-two (82) degrees forty-five (45) minutes West four hundred fifty and fifty-four (450.54) hundredths feet to an iron pin and the place of beginning. CONTAINING two (2) acres, more or less.

SUBJECT to any and all leases and contracts made by the predecessors in title to the above-named tract of land.

EXCEPTING AND RESERVING all oil and gas rights.

BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by deed from Paul Smith and Mary Smith, Zindel dated June 20, 1985, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1020 at page 419. The said Mary Smith Zindel passed away in 1987. At the time of the June 20, 1985, deed, she had been widowed for two years and never remarried.

ALSO BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by Quit Claim Deed from Paul A. Smith and Hostetler II Smith, husband and wife, dated January 31, 1991, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1383 at page 288 on February 4, 1991.

ALSO FURTHER BEING the same premises which were subject to an Action to Quiet Title filed to Clearfield County No. 90-2030-CD by the Grantors herein. A Final Order dated December 19, 1990, quieted the title to the above premises and no ejectment action having been filed against Grantors prior thereto, a copy was duly certified by the Prothonotary for said County on January 28, 1991, and filed as and for a conveyance of the within noted defendants' rights to and in favor of Grantors herein in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1382 at page 446 on January 29, 1991.

THE SECOND THEREOF: BEGINNING at an iron spike; thence by land of Harry T. Smith North eighty-three (83) degrees thirty (30) minutes West eighty-three and three tenths (83.3) feet to an iron spike; thence by parcel conveyed to Bernard Kolley North four (4) degrees fifty-nine (59) minutes East one hundred and forty-three and nine-tenths (143.9) feet to a stake in the line of land of the Isaac Smith Estate; thence by land of said Isaac Smith Estate South eighty-two (82) degrees and forty-five (45) minutes East eighty-four and five tenths (84.5) feet to a stake; thence by land of Harry T. Smith south five (5) degrees twenty-eight (28) minutes West one hundred and forty-two (142) feet to a stake and the place of beginning. CONTAINING two hundred and seventy-six one-thousandths (.276) of an acre.

BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, his wife, by deed from Jack R. Hubler and Patricia A. Hubler, husband and wife, dated December 15, 1973, and recorded in the Clearfield County Recorder's Office in Deed Book Volume 666 at page 186 on December 17, 1973.

VERIFICATION

MIKE VESTAL hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

Mike D. Vestal

DATE: 12/24/03

3/8/04

Document

Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

FILED
03/04/04
JAN 02 2004

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Sheriff Docket # 15006

VS.

04-01-CD

STATES, CARL L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 11, 2004 AFTER DILIGENT SEARCH IN MY BALIWICK I RETURN THE
WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CARL L.
STATES, DEFENDANT. DEPUTY STATES THAT CORRECT ADDRESS FOR DEFENDANT IS
3 RD#2 ASH LANE, FRENCHVILLE, PA.

Return Costs

Cost	Description
53.00	SHERIFF HAWKINS PAID BY: ATTY CK# 321822
30.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

12th Day Of February 2004
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
by Marilyn H. Hays
Chester A. Hawkins
Sheriff

FILED
013:00
FEB 12 2004

William A. Shaw
Prothonotary/Clerk of Courts

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
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ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff

v.

CIVIL DIVISION

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

TERM

NO. 04-01-CJ

CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

I hereby certify this to be a true and accurate copy of the original complaint filed in this case.

JAN 02 2004

Attest:

lawn b. phelan
Prothonotary/
Clerk of Courts

File #: 84479

*I hereby certify the
copy to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN*

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3. On 03/23/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2001, Page 4480
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 08/01/2003 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:

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(Per Diem \$6.46)	
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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 \$ 32,579.15, together with interest from 12/30/2003 at the rate of \$6.46 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: Frank S. Hallinan
 /s/ Francis S. Hallinan
 FRANK FEDERMAN, ESQUIRE
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

ALL those certain two parcels of land, together with improvements thereon, situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:
PROPERTY ADDRESS: 271 NORTH ALLEY R.R. A/K/A 271 NORTH ALLEY

THE FIRST THEREBY: BEGINNING at an iron pin on the southeastern corner of the property herein described and the southwestern corner of lands now or formerly owned by Donald Kovalick; thence along the said lands now or formerly of Donald Kovalick North nineteen (19) degrees forty (40) minutes East one hundred ninety-eight and zero tenths (198.0) feet to an existing pipe; thence along lands now or formerly of the Isaac Smith Estate North eight-two (82) degrees forty-five (45) minutes West four hundred fifty and fifty-four hundredths (450.54) foot to an iron pipe; thence still along lands now or formerly of the said Isaac Smith Estate South nineteen (19) degrees forty (40) minutes West one hundred ninety-eight and zero tenths (198.0) feet to an iron pin; thence South eighty-two (82) degrees forty-five (45) minutes East four hundred fifty and fifty-four (450.54) hundredths foot to an iron pin and the place of beginning. CONTAINING two (2) acres, more or less.

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ALSO BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by Quit Claim Deed from Paul G. Smith and Hoster II Smith, husband and wife, dated January 31, 1991, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1383 at page 288 on February 4, 1991.

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VERIFICATION

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Mike D. Vestal

DATE: 12/24/03

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ATTORNEY FOR PLAINTIFF

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REGISTRATION SYSTEMS, INC.
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MCLEAN, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff

v.

NO. 04-01-41

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JAN 02 2004

Attest.

William A. Hallinan
Prothonotary/
Clerk of Courts

File #: 84479

I hereby certify the
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original filed of record
FEDERMAN AND PHELAN

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1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

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

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

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

3. On 03/23/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2001, Page 4480
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 08/01/2003 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	\$29,521.97
Interest	1,182.18
07/01/2003 through 12/30/2003	
(Per Diem \$6.46)	
Attorney's Fees	1,250.00
Cumulative Late Charges	61.28
03/23/2001 to 12/30/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 32,565.43
Escrow	
Credit	0.00
Deficit	13.72
Subtotal	<u>\$ 13.72</u>
TOTAL	\$ 32,579.15

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 \$ 32,579.15, together with interest from 12/30/2003 at the rate of \$6.46 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
 /s/ Francis S. Hallinan
 FRANK FEDERMAN, ESQUIRE
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

ALL those certain two parcels of land, together with improvements thereon, situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

PROPERTY ADDRESS: 271 NORTH ALLEY R.R. A/K/A 271 NORTH ALLEY

THE FIRST THEREOF: BEGINNING at an iron pin on the southcastern corner of the property herein described and the southwestern corner of lands now or formerly owned by Donald Kovalick, thence along the said lands now or formerly of Donald Kovalick North nineteen (19) degrees forty (40) minutes East one hundred ninety-eight and zero tenths (198.0) feet to an existing pipe; thence along lands now or formerly of the Isaac Smith Estate North eight-two (82) degrees forty-five (45) minutes West four hundred fifty and fifty-four hundredths (450.54) foot to an iron pipe, thence still along lands now or formerly of the said Isaac Smith Estate South nineteen (19) degrees forty (40) minutes West one hundred ninety-eight and zero tenths (198.0) feet to an iron pin, thence South eighty-two (82) degrees forty-five (45) minutes West four hundred fifty and fifty-four (450.54) hundredths feet to an iron pin and the place of beginning. CONTAINING two (2) acres, more or less.

SUBJECT to any and all leases and contracts made by the predecessors in title to the above-named tract of land.

EXCEPTING AND RESERVING all oil and gas rights.

BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by deed from Paul Smith and Mary Smith Zindel dated June 20, 1985, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1020 at page 419. The said Mary Smith Zindel passed away in 1987. At the time of the June 20, 1985, deed, she had been widowed for two years and never remarried.

ALSO BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by Quit Claim Deed from Paul G. Smith and Hester L. Smith, husband and wife, dated January 31, 1991, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1383 at page 288 on February 4, 1991.

ALSO FURTHER BEING the same premises which were subject to an Action to Quiet Title filed to Clearfield County No. 90-2030-CD by the Grantors herein. A Final Order dated December 19, 1990, quieted the title to the above premises and no objection action having been filed against Grantors prior thereto, a copy was duly certified by the Prothonotary for said County on January 28, 1991, and filed as and for a conveyance of the within noted defendants' rights to and in favor of Grantors herein in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1382 at page 446 on January 29, 1991.

THE SECOND THEREOF: BEGINNING at an iron spike; thence by land of Harry T. Smith North eighty-three (83) degrees thirty (30) minutes West eighty-three and three tenths (83.3) feet to an iron spike; thence by parcel conveyed to Bernard Kolley North four (4) degrees fifty-nine (59) minutes East one hundred and forty-three and nine-tenths (143.9) feet to a stake in the line of land of the Isaac Smith Estate; thence by land of said Isaac Smith Estate South eighty-two (82) degrees and forty-five (45) minutes West eighty-four and five tenths (84.5) feet to a stake; thence by land of Harry T. Smith south five (5) degrees twenty-eight (28) minutes West one hundred and forty-two (142) feet to a stake and the place of beginning. CONTAINING two hundred and seventy-six one-thousandths (.276) of an acre.

BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, his wife, by deed from Jack R. Hubler and Patricia A. Hubler, husband and wife, dated December 15, 1973, and recorded in the Clearfield County Recorder's Office in Deed Book Volume 666 at page 186 on December 14, 1973.

VERIFICATION

MIKE VESTAL hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

Mike D. Vestal

DATE: 12/24/03

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff
v.

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 04 - 01 - CD

CLEARFIELD COUNTY

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
I hereby certify this to be a true and attested copy of the original statement filed in this case. CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

JAN 02 2004

Attest.

William E. Pheilan
Prothonotary/
Clerk of Courts

I hereby certify the
copy to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

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.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

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

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

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

3. On 03/23/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2001, Page 4480
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 08/01/2003 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:

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(Per Diem \$6.46)	
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Subtotal	\$ 32,565.43
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Deficit	13.72
Subtotal	<u>\$ 13.72</u>
TOTAL	\$ 32,579.15

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 \$ 32,579.15, together with interest from 12/30/2003 at the rate of \$6.46 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 those certain two parcels of land, together with improvements thereon, situated in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

PROPERTY ADDRESS: 271 NORTH ALLEY R.R. 1 A/K/A 271 NORTH ALLEY

THE FIRST THREOP: BEGINNING at an iron pin on the southeastern corner of the property herein described and the southwestern corner of lands now or formerly owned by Donald Kovalick, thence along the said lands now or formerly of Donald Kovalick North nineteen (19) degrees forty (40) minutes East one hundred ninety-eight and zero tenths (198.0) feet to an existing pipe, thence along lands now or formerly of the Isaac Smith Estate North eight-two (82) degrees forty-five (45) minutes West four hundred fifty and fifty-four hundredths (450.54) foot to an iron pipe, thence still along lands now or formerly of the said Isaac Smith Estate South nineteen (19) degrees forty (40) minutes West one hundred ninety-eight and zero tenths (198.0) feet to an iron pin, thence South eighty-two (82) degrees forty-five (45) minutes East four hundred fifty and fifty-four (450.54) hundredths feet to an iron pin and the place of beginning. CONTAINING two (2) acres, more or less.

SUBJECT to any and all leases and contracts made by the predecessors in title to the above-named tract of land.

EXCEPTING AND RESERVING all oil and gas rights.

BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by deed from Paul Smith and Mary Smith Zindel dated June 20, 1985, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1020 at page 419. The said Mary Smith Zindel passed away in 1987. At the time of the June 20, 1985, deed, she had been widowed for two years and never remarried.

ALSO BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by Quit Claim Deed from Paul G. Smith and Rosetta I. Smith, husband and wife, dated January 31, 1991, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1383 at page 288 on February 4, 1991.

ALSO FURTHER BEING the same premises which were subject to an Action to Quiet Title filed to Clearfield County No. 90-2030-CD by the Grantors herein. A Final Order dated December 19, 1990, quieted the title to the above premises and no objection action having been filed against Grantors prior thereto, a copy was duly certified by the Prothonotary for said County on January 28, 1991, and filed as and for a conveyance of the within noted defendants' rights to and in favor of Grantors herein in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1382 at page 446 on January 29, 1991.

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VERIFICATION

MIKE VESTAL hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

Mike D. Vestal

DATE: 12/24/03

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FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

COPY

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

NO.

CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

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

CARL L. STATES
3 RD 2 ASH LANE
FRENCHVILLE, PA 16836

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

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 Attorneys for Plaintiff

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EXCEPTING AND RESERVING all oil and gas rights.

BEING the same premises which vested in Jack R. Hubler and Patricia A. Hubler, husband and wife, by deed from Paul Smith and Mary Smith Zindel dated June 20, 1985, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1020 at page 419. The said Mary Smith Zindel passed away in 1987. At the time of the June 20, 1985, deed, she had been widowed for two years and never remarried.

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THE SECOND THEREOF: BEGINNING at an iron spike; thence by land of Harry T. Smith North eighty-three (83) degrees thirty (30) minutes West eighty-three and three tenths (83.3) feet to an iron spike; thence by parcel conveyed to Bernard Rolley North four (4) degrees fifty-nine (59) minutes East one hundred and forty-three and nine-tenths (143.9) feet to a stake in the line of land of the Isaac Smith Estate; thence by land of said Isaac Smith Estate South eighty-two (82) degrees and forty-five (45) minutes East eighty-four and five tenths (84.5) feet to a stake; thence by land of Harry T. Smith south five (5) degrees twenty-eight (28) minutes West one hundred and forty-two (142) feet to a stake and the place of beginning. CONTAINING two hundred and twenty-six one-thousandths (.276) of an acre.

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DATE: 12/26/03

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PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD County

Plaintiff

vs.

CARL L. STATES

: No. 04-01-CD

Defendants

:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

FEDERMAN AND PHELAN, LLP
By: *Frank - T. Pheilan*
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

FILED

Date: February 26, 2004

/1xh, Svc Dept.

MAR 08 2004

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

VS.

STATES, CARL L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15006

04-01-CD

SHERIFF RETURNS

NOW MARCH 26, 2004 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CARL L. STATES, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CARL L. STATES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

Return Costs

Cost	Description
22.00	SHERIFF HAWKINS PAID BY: ATTY CK# 334976
10.00	SURCHARGE PAID BY: ATTY CK# 334389

Sworn to Before Me This

5/7
Day Of May 2004
William A. Shaw
151

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

So Answers,

Chester A. Hawkins
by Marilyn H. Harris
Chester A. Hawkins
Sheriff

FILED
133581
MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2004-00001-CD

Netbank as Successor in Interest to RBMG, Inc.

Vs.

Carl L. States

FILED

NOV 05 2007

W.A. Shaw
Prothonotary/Clerk of Courts

Dear Francis S. Hallinan, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2004-00001-CD

Netbank as Successor in Interest to RBMG, Inc.

Vs.

Carl L. States

Dear Carl L. States:

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


Daniel J. Nelson
Court Administrator

PHELAN HALLINAN & SCHMIEG, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id No.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

FILED NO CC
m/13/07 Cert. of Disc.
DEC 28 2007 to Atty
William A. Shaw
Prothonotary/Clerk of Courts
OK

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRTRION SYSTEMS, INC Plaintiff	:	Court of Common Pleas
vs	:	Civil Division
CARL L. STATES	:	CLEARFIELDCounty
Defendant	:	No. 2004-00001-CD

PRAECIPE

TO THE PROTHONOTARY:

Please mark the above referenced case Discontinued and Ended without prejudice.

Please mark the above referenced case Settled, Discontinued and Ended.

Please mark Judgments satisfied and the Action settled, discontinued and ended.

Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: December 27, 2007


Francis Hallinan
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Netbank as Successor in Interest to RBMG, Inc.

Vs. No. 2004-00001-CD
Carl L. States

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 28, 2007, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$92.00 have been paid in full by Phelan Hallinan & Schmieg, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of December A.D. 2007.



William A. Shaw, Prothonotary