

04-205-CD  
CHASE MANHATTAN MORTGAGE CORP. vs. DOUGLAS McCONAUGHEY

2004-205-CD

CHASE MANHATTAN VS DOUGLAS McCONAUGHEY

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

CHASE MANHATTAN  
MORTGAGE CORPORATION  
3415 VISION DRIVE  
COLUMBUS, OH 43219

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM

Plaintiff  
v.

NO. 04-205-4

DOUGLAS R. MCCONNAUGHEY  
115 CLARK STREET  
CLEARFIELD, PA 16830

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**

FEB 12 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

CHASE MANHATTAN  
MORTGAGE CORPORATION  
3415 VISION DRIVE  
COLUMBUS, OH 43219

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

DOUGLAS R. MCCONNAUGHEY  
115 CLARK STREET  
CLEARFIELD, PA 16830

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

3. On 10/15/2002 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 Instrument No. 200216847.
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 10/01/2003 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.

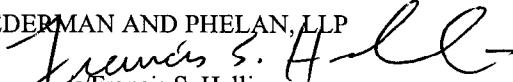
6. The following amounts are due on the mortgage:

Principal Balance	\$29,770.94
Interest	1,000.40
09/01/2003 through 02/11/2004	
(Per Diem \$6.10)	
Attorney's Fees	1,250.00
Cumulative Late Charges	41.96
10/15/2002 to 02/11/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 32,613.30
Escrow	
Credit	0.00
Deficit	172.04
Subtotal	<u>\$ 172.04</u>
<b>TOTAL</b>	<b>\$ 32,785.34</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.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$ 32,785.34, together with interest from 02/11/2004 at the rate of \$6.10 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 PARCEL OF LAND SITUATE IN THE TOWNSHIP OF  
LAWRENCE, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED  
AS FOLLOWS:

BEGINNING AT AN IRON PIPE IN THE LINE OF CLARK STREET; THENCE BY  
CLARK STREET SOUTH FIFTY-SEVEN (57) DEGREES FIFTY (50) MINUTES  
EAST SEVENTY-EIGHT AND FOUR TENTHS (78.4) FEET TO AN IRON PIPE IN  
THE LINE OF A TWENTY (20) FOOT PUBLIC ALLEY; THENCE BY SAID ALLEY  
SOUTH TWELVE (12) DEGREES FORTY-NINE (49) MINUTES WEST ONE  
HUNDRED FIFTY-SEVEN (157) FEET, MORE OR LESS, TO AN IRON PIPE IN  
THE LINE OF ANOTHER ALLEY; THENCE BY SAID ALLEY NORTH FIFTY-SEVEN  
(57) DEGREES FIFTY (50) MINUTES WEST SEVENTY-EIGHT AND FOUR  
TENTHS (78.4) FEET TO AN IRON PIPE AT THE LINE OF LOT NOW OR  
FORMERLY OF LANE MOORE; THENCE BY THE SAID MOORE LOT NORTH TWELVE  
(12) DEGREES FORTY-NINE (49) MINUTES EAST ONE HUNDRED FIFTY-SEVEN  
(157) FEET, MORE OR LESS, TO CLARK STREET AND THE PLACE OF  
BEGINNING. BEING LOT NO. 29 AND THE EASTERN PORTION OF LOT NO. 28  
IN THE PLOT OF LOTS OF WALKER AND GRAHAM, RECORDED IN  
MISCELLANEOUS BOOK W, PAGE 123.

BEING THE SAME PROPERTY CONVEYED TO DOUGLAS R. MC CONNAUGHEY BY  
DEED FROM DOROTHY A. SMITH, A WIDOW, OF CLEARFIELD, BY AND  
THROUGH HER ATTORNEY-IN-FACT, LINDA M. DALE, THROUGH A POWER OF  
ATTORNEY, RECORDED 10/17/2002 IN DEED BOOK PAGE 200216846

TAX ID# 123-K8-241-7

ORDER NO. 1538684

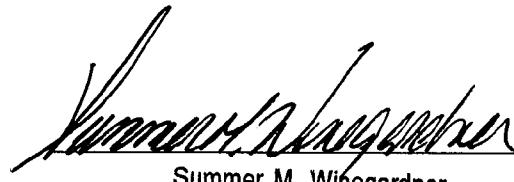
PREMISES BEING: 115 CLARK STREET

VERIFICATION

Summer M. Winegardner hereby states that he/she is

Account Executive of CHASE MANHATTAN MORTGAGE

CORPORATION 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 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.



Summer M. Winegardner

Account Executive

DATE: 2/8/04

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

**CHASE MANHATTAN MORTGAGE CORPORATION**

**VS.**

**MCCONNAUGHEY, DOUGLAS R.**

**Sheriff Docket #**

**15184**

**04-205-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW FEBRUARY 17, 2004 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DOUGLAS R. MCCONNAUGHEY, DEFENDANT AT RESIDENCE, 115 CLARK ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELISSA MCCONNAUGHEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>20.00</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 330612</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 330613</b>

Sworn to Before Me This

30<sup>th</sup> Day Of April 2004  
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 Maury Harr

**Chester A. Hawkins**  
**Sheriff**

**FILED**

*03:00 PM*  
**APR 30 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

## Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2004-00205-CD

Chase Manhattan Mortgage Corporation

Vs.

Douglas R. McConaughey

**FILED**

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B  
William A. Shaw  
Prothonotary/Clerk of Courts

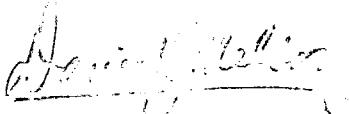
Dear Francis S. Hallinan, Esquire:

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: 2004-00205-CD

Chase Manhattan Mortgage Corporation

Vs.

Douglas R. McConaughey

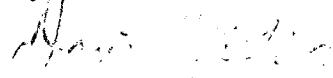
Dear Douglas R. McConaughey:

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

**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

ATTORNEY FOR PLAINTIFF

<b>CHASE MANHATTAN MORTGAGE CORPORATION</b> Plaintiff	:	Court of Common Pleas
vs	:	Civil Division
<b>DOUGLAS R. MCCONNAUGHEY</b>	:	CLEARFIELD County
Defendant	:	No. 2004-00205-CD
	:	PHS# 87550

FILED  
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WASH. D.C.  
Clerk of Court  
issuance  
Atty.

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE**

TO THE PROTHONOTARY:

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

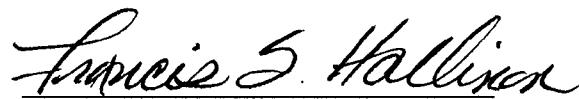
Please mark the above referenced case Settled, Discontinued and Ended.

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: November 12, 2007

  
Francis S. Hallinan  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CCW

Chase Manhattan Mortgage Corporation

Vs. No. 2004-00205-CD  
Douglas R. McConaughey

**CERTIFICATE OF DISCONTINUATION**

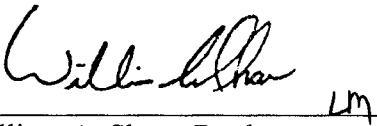
Commonwealth of PA  
County of Clearfield

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 November 13, 2007, marked:

Discontinued and ended without prejudice

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of November A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary