

04-1152-CD  
NATIONAL CITY HOME LOAN SERVICES, INC VS JOHN DUGAN

National city Home et al vs John Dugan  
2004-1152-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN  
SERVICES, INC., assignee of FIRST  
FRANKLIN FINANCIAL  
CORPORATION,

CIVIL DIVISION

NO. 04-1152-CD

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Plaintiff,

vs.

JOHN DUGAN, unmarried,

Defendants.

Code

MORTGAGE FORECLOSURE

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED** Atty pd.  
m/3:15/04 85.00  
JUL 29 2004 rec shff

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NATIONAL CITY HOME LOAN SERVICES,	)	
INC., assignee of FIRST FRANKLIN	)	
FINANCIAL CORPORATION,	)	
Plaintiff,	)	NO:
vs.	)	
JOHN DUGAN, unmarried,	)	
Defendant.	)	

**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 THE ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES AND 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 SHOULD 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.**

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

**PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830**

**(814) 765-2641 - EXT. 20**

### COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 150 Allegheny Center Mall, Pittsburgh, PA 15212.

2. The Defendant(s) is/are individuals with a last known mailing address of 1747 Treasure Lake, Du Bois, PA 15801. The property address is **1747 Treasure Lake, Du Bois, PA 15801** and is the subject of this action.

3. On the 17th day of December, 2003, in consideration of a loan of Seventy-Two Thousand and No/100 (\$72,000.00) Dollars made by First Franklin Financial Corporation, a DE corporation, to Defendant(s), the said Defendant(s) executed and delivered to First Franklin Financial Corporation, a DE corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and First Franklin Financial Corporation, as mortgagee, which mortgage was recorded on the 24th day of December, 2003, in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200323208. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

(See Exhibit "A" attached hereto.)

5. On the 8th day of July, 2004, First Franklin Financial Corporation, a DE corporation, assigned to the Plaintiff, National City Home Loan Services, Inc., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

6. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

7. Since April 1, 2004, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

8. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

9. The amount due on said mortgage is itemized on the attached schedule.

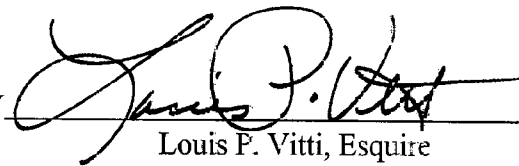
10. Pursuant to Pennsylvania Rules of Civil Procedure 1144 the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of filing this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(c), Plaintiff demands judgment for the amount due of Eighty-One Thousand, Seven Hundred Ninety-Two and 17/100 Dollars (\$81,792.17) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY

A handwritten signature in black ink, appearing to read "Louis P. Vitti", is written over a horizontal line.

Louis P. Vitti, Esquire  
Attorney for Plaintiff

Dugan, John

**SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE**

Unpaid Principal Balance	71,852.82
Interest @ 5.8750% from 03/01/04 through 7/31/2004 (Plus \$11.5654 per day after 7/31/2004 )	1,757.93
Late charges through 7/27/2004 0 months @ 25.37 Accumulated beforehand (Plus \$25.37 on the 17th day of each month after 7/27/2004 )	106.50
Attorney's fee	3,592.64
Escrow deficit	<u>4,482.28</u>
(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)	
<b>BALANCE DUE</b>	<b>81,792.17</b>

## Exhibit "A"

File Number: 555400

### Description:

The land referred to herein is situated in the State of Pennsylvania, County of Clearfield, City of Du Bois described as follows:

ALL THAT CERTAIN TRACT OF LAND DESIGNATED AS SECTION 9, LOT 82, "ANTIGUA", IN THE TREASURE LAKE SUBDIVISION IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, RECORDED IN THE RECORDER OF DEEDS OFFICE IN MISC. DOCKET MAP FILE NO. 24,

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. ALL EASEMENTS, RIGHTS OF WAY, RESERVATIONS, RESTRICTIONS AND LIMITATIONS SHOWN OR CONTAINED IN PRIOR INSTRUMENTS OF RECORD AND IN THE AFORESAID RECORDED PLAN.
2. THE DECLARATION OF RESTRICTIONS, TREASURE LAKE, INC. RECORDED IN MISC. BOOK VOL. 146, P. 476; ALL OF SAID RESTRICTIONS BEING COVENANTS WHICH RUN WITH THE LAND.
3. ALL MINERALS AND MINING RIGHTS OF EVERY KIND AND NATURE.
4. A LINE FOR ALL UNPAID CHARGES OR ASSESSMENTS AS MAY BE MADE BY TREASURE LAKE, INC. OR TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.; WHICH LINE SHALL RUN WITH THE LAND AND BE AN ENCUMBRANCE AGAINST IT.

SOURCE OF TITLE: BOOK 1849 PAGE 03 (RECORDED 06/12/1997)

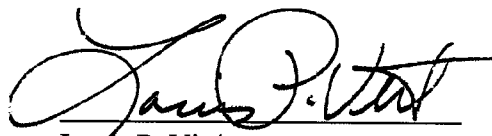
APN: 128-C2-9-82-21



VERIFICATION

AND NOW Louis P. Vitti verifies that the statements made in this Complaint are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided him by the Plaintiff.

  
Louis P. Vitti

Date: July 27, 2004

## **YOU HAVE ALTERNATIVES TO FORECLOSURE!**

***Please take a moment to read about the following alternatives that may be available to you:***

### **LOAN MODIFICATION**

**Working together with the lender to adjust the terms of your loan. If you qualify, this could reduce your monthly payments!\* This will stop the Foreclosure Action upon receipt of Certified Funds and Signed Modification Agreement.**

***\* This option is available for qualified applicants only, based upon credit history and property value.***

### **REPAYMENT PLAN**

**A repayment plan may be available to bring your account current, over a specified amount of time.\* The lender will hold the Foreclosure Action so long as the payments are made on time until the loan is brought current.**

***\* This option is available for qualified applicants only, based upon credit history and property value.***

### **PAYOFF**

**To pay the loan in full. This will STOP the Foreclosure Action upon receipt of Certified Funds.**

### **PREFORECLOSURE SALE** (also known as a presale or short sale)

**The sale of the property wherein the lender agrees to accept funds short or less than the payoff amount in return for the release of the mortgage lien.**

### **DEED IN LIEU OF FORECLOSURE**

**The acceptance by the lender of a deed to the property instead of foreclosing on the property, in return for the release of the mortgage lien and a waiver of any balance owed by the borrower.**

**Please call a National City Counselor for more information  
(800) 622-5035**

**National City Home Loan Services Inc. and First Franklin Financial Corporation are operating subsidiaries of National City Bank of Indiana, a national bank, which is a wholly-owned subsidiary of National City Corporation. National City Home Loan Services, Inc. services loans for the following affiliated entities as Altegra Credit Company Loan Services, First Franklin Loan Services, or National City Loan Services:**

**National City Bank, National City Bank of Indiana, National City Bank of Kentucky, National City Bank of Michigan/Illinois, National City Bank of Southern Indiana, Madison Bank & Trust Company, National City Bank of Pennsylvania, Altegra Credit Company, First Franklin Financial Corporation.**

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

NATIONAL CITY HOME LOAN SERVICES INC

Sheriff Docket #

16038

VS.

04-1152-CD

DUGAN, JOHN, unmarried

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW AUGUST 12, 2004 AT 5:28 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN DUGAN, DEFENDANT AT MEETING PLACE, RT. 255 & 153, PENFIELD FIRE STATION, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN DUGAN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING

**Return Costs**

Cost	Description
46.87	SHERIFF HAWKINS PAID BY: ATTY CK# 21977
10.00	SURCHARGE PAID BY: ATTY CK# 21978

Sworn to Before Me This

17<sup>th</sup> Day Of August 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

Chester A. Hawkins

Sheriff

FILED

012:49pm

AUG 17 2004

ELP

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY HOME LOAN  
SERVICES, assignee of FIRST FRANKLIN  
FINANCIAL CORPORATION,

Plaintiff,

vs.

JOHN DUGAN, unmarried

Defendant.

CIVIL DIVISION

No. 04-1152-CD

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

~ MORTGAGE FORECLOSURE ~

Filed on behalf of  
Plaintiff

Counsel of record for this  
party:

Louis P. Vitti, Esquire  
PA I.D. #3810  
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.  
916 Fifth Avenue  
Pittsburgh, PA 15219

(412) 281-1725

**FILED**

AUG 23 2004

W/25701  
William A. Shaw

Prothonotary/Clerk of Courts

CHIEF TO NTL  
+ C/A.

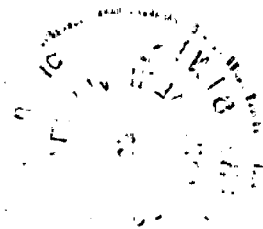
**COMMONWEALTH OF PENNSYLVANIA**  
**Notarial Seal**  
 Theresa Siwik, Notary Public  
 City Of Pittsburgh, Allegheny County  
 My Commission Expires Oct. 8, 2007

Member, Pennsylvania Association Of Notaries

FILED

AUG 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts



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

**CIVIL DIVISION**

**National City Home Loan Services, Inc.  
First Franklin Financial Corporation**

**Vs.  
John Dugan**

**No. 2004-01152-CD**

**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 23, 2004, marked:

Settled and Discontinued

Record costs in the sum of \$141.87 have been paid in full by Atty. Vitti.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of August A.D. 2004.

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William A. Shaw, Prothonotary