

FEDERMAN PHELAN, LLP
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

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 04-1783-C

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

RECEIVED
M 11/32/04 10:05 AM
4CC to LHP
NOV 09 2004

Defendants

CIVIL ACTION - LAW Plaintiff
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.

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Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

12-17-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy 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

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

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

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

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

3. On 12/20/2001 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: 2001210434. By Assignment of Mortgage recorded 1/29/02 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Document # 200201522.
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 07/01/2004 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	\$56,111.71
Interest	1,547.21
06/01/2004 through 11/08/2004	
(Per Diem \$9.61)	
Attorney's Fees	1,225.00
Cumulative Late Charges	68.52
12/20/2001 to 11/08/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 59,502.44
Escrow	
Credit	0.00
Deficit	212.96
Subtotal	<u>\$ 212.96</u>
TOTAL	\$ 59,715.40

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 59,715.40, together with interest from 11/08/2004 at the rate of \$9.61 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.

By: 
 FEDERMAN PHELAN, LLP
 /s/ Francis S. Hallinan
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND LOCATED IN THE SECOND WARD, BOROUGH OF CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT A POST AT THE CORNER OF SOUTH SECOND STREET AND WITMER STREET; THENCE ALONG WITMER STREET IN A SOUTHERLY DIRECTION ONE HUNDRED TEN (110) FEET TO A PIN; THENCE IN AN EASTERLY DIRECTION, AND BEING AT ALL TIMES PARALLEL TO THE LINE OF SOUTH SECOND STREET FIFTY (50) FEET TO A PIN; THENCE IN AN NORtherLY DIRECTION AND BEING AT ALL TIMES PARALLEL TO THE LINE OF WITMER STREET ONE HUNDRED TEN (110) FEET TO THE LINE OF SOUTH SECOND STREET; THENCE ALONG SOUTH SECOND STREET IN A WESTERLY DIRECTION, FIFTY (50) FEET TO THE PLACE OF BEGINNING.

THE SECOND THEREOF: BEGINNING AT A POINT IN THE LINE OF SOUTH SECOND STREET FIFTY (50) FEET IN AN EASTERLY DIRECTION FROM THE INTERSECTION OF SOUTH SECOND AND WITMER STREETS AND AT LINE NOW OR FORMERLY OF JAMES H. TICE AND JUDITH C. TICE; THENCE IN AN EASTERLY DIRECTION ALONG THE LINE OF SOUTH SECOND STREET TWENTY-TWO AND NINE HUNDRED SEVENTEEN THOUSANDTHS

(22.917) FEET TO A POINT; THENCE IN A SOUTHERLY DIRECTION BY A LINE AT ALL TIMES PARALLEL TO LINE OF WITMER STREET ONE HUNDRED TWENTY (120) FEET TO LINE OF LAND NOW OR FORMERLY OF WILLIAM E. CRUM AND BESSIE CRUM; THENCE IN A WESTERLY DIRECTION BY A LINE AT ALL TIMES PARALLEL TO LINE OF SOUTH SECOND STREET SEVENTY-TWO AND NINE HUNDRED SEVENTEEN THOUSANDTHS (72.917) FEET TO THE LINE OF WITMER STREET; THENCE BY LINE OF WITMER STREET IN A NORtherly DIRECTION TEN (10) FEET TO LINE OF LAND NOW OR FORMERLY OWNED BY JAMES H. TICE AND JUDITH C. TICE; THENCE BY SAID LINE AND BY A LINE AT ALL TIMES PARALLEL TO LINE OF SOUTH SECOND STREET FIFTY (50) FEET TO A POINT; THENCE IN A NORtherly DIRECTION BY A LINE AT ALL TIMES PARALLEL TO LINE OF WITMER STREET ONE HUNDRED TEN (110) FEET TO LINE OF SOUTH SECOND STREET AND PLACE OF BEGINNING.

BEING NO. 618 SOUTH SECOND STREET

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: 11-8-04

FEDERMAN PHELAN, LLP
LAWRENCE T. PHELAN, ESQ., ID. NO. 32227
FRANCIS S. HALLINAN, ESQ., ID. NO. 62695
DANIEL G. SCHMIEG, ESQ., ID. NO. 62205
THOMAS M. FEDERMAN, ESQ., ID. NO. 64068
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD County

MARK D. MICHAEL
SANDRA L. BURGOON

: No. 04-1783-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 PHELAN, LLP

By: *Francis S. Hallinan*
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
THOMAS M. FEDERMAN, ESQUIRE
Attorneys for Plaintiff

Date: December 16, 2004

/mvp, Svc Dept.
File# 101625

FILED
m 11.54 AM pd 7.00

DEC 17 2004

William A. Shaw
Prothonotary

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

WASHINGTON MUTUAL BANK

VS.

MICHAEL, MARK D. & SANDRA L. BURGOON

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16596

04-1783-CD

SHERIFF RETURNS

NOW DECEMBER 22, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO MARK D. MICHAEL & SANDRA L. BURGOON, DEFENDANTS. RECEIVED ADDL. SURCHARGE TOO LATE TO SERVE.

Return Costs

Cost	Description
29.37	SHERIFF HAWKINS PAID BY: ATTY CK# 387145
40.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

So Answers,

____ Day Of _____ 2004

*Chester Hawkins
by Marilynn Hawn*
Chester A. Hawkins
Sheriff

64 09-07-01
19-19-00

FEDERMAN PHELAN, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
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JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS

Plaintiff
v.

CIVIL DIVISION

TERM

NO. 04-1783-C

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

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

NOV 09 2004

Defendants

Attest.

W. J. P.
P. J. P.
P. J. P.

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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.

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 Attorneys for Plaintiff

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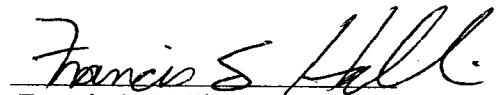
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BEING NO. 618 SOUTH SECOND STREET

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Attorney for Plaintiff

DATE: 11-8-04

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff
v.

NO. 04-1783-CD

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SANDRA L. BURGOON
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CLEARFIELD, PA 16830

CLEARFIELD COUNTY

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NOV 09 2004

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original filed in Clearfield County
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1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

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

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

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(Per Diem \$9.61)	
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Subtotal	\$ 59,502.44
Escrow	
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By: 
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 /s/ Francis S. Hallinan
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

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BEING NO. 618 SOUTH SECOND STREET

VERIFICATION

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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 11-8-04

FEDERMAN PHELAN, LLP
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

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS

Plaintiff
v.

CIVIL DIVISION

TERM

NO. 04-1783-C

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

I hereby certify that true
copy of the original
document filed in this case.

NOV 09 2004

Defendants

Attest.

L... P
s

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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Lawyer Referral Service:

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

Notice to Defend:

David S. Meholic, Court Administrator

Clearfield County Courthouse

2nd and Market Streets

Clearfield, PA 16830

814-765-2641 x 5982

We hereby certify that a copy of this complaint
within to be a true and correct copy of the original filed
correct copy of the original filed with the Clerk of the Court
original filed with the Clerk of the Court
FEDERMAN PHELAN, LLP

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JACKSONVILLE, FL 32256

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MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
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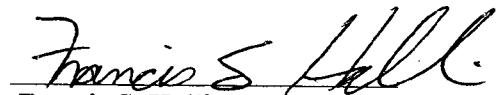
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ATTORNEY FOR PLAINTIFF

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COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 04-1783-W

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY
I hereby certify this to be a true
and unaltered copy of the original
document filed in the court.

NOV 09 2004

Defendants

Attest.

W.M. P.
P. Moholick
Court Admin.

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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FEDERMAN PHELAN, LLP
Lawyer Referral Service:
within 10 days of the original filing
correct copy of the original document
original copy of the original document
FEDERMAN PHELAN, LLP
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

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BEING NO. 618 SOUTH SECOND STREET

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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 11-8-04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100072
NO: 04-1783-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
VS.
DEFENDANT: MARK D. MICHAEL and SANDRA L. BURGOON

SHERIFF RETURN

NOW, December 27, 2004 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARK D. MICHAEL DEFENDANT AT 618 S. 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA L. BURGOON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

OK
NO
cc
01/10/1981
JAN 26 2005

John A. St. John
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100072
NO: 04-1783-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
VS.
DEFENDANT: MARK D. MICHAEL and SANDRA L. BURGOON

SHERIFF RETURN

NOW, December 27, 2004 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. BURGOON DEFENDANT AT 618 S. 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA L. BURGOON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100072
NO: 04-1783-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

VS.

DEFENDANT: MARK D. MICHAEL and SANDRA L. BURGOON

SHERIFF RETURN

NOW, December 27, 2004 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARK D. MICHAEL DEFENDANT AT 618 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA BURGOON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

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VS.
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SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FEDERMAN	394011	40.00
SHERIFF HAWKINS	FEDERMAN	194011	29.00

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

FEDERMAN PHELAN, LLP
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

12-17-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shew
Deputy Prothonotary

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 04-1783-CJ

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

FILED

11:30 AM

NOV 09 2004

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

William A. Shew
Prothonotary

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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. McHolick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
FILED 11/09/2004

FEDERMAN PHELAN, LLP
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

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO.

CLEARFIELD COUNTY

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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

WASHINGTON MUTUAL BANK, F.A.
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

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

MARK D. MICHAEL
SANDRA L. BURGOON
618 SOUTH SECOND STREET
CLEARFIELD, PA 16830

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

3. On 12/20/2001 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: 2001210434. By Assignment of Mortgage recorded 1/29/02 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Document # 200201522.
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 07/01/2004 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	\$56,111.71
Interest	1,547.21
06/01/2004 through 11/08/2004	
(Per Diem \$9.61)	
Attorney's Fees	1,225.00
Cumulative Late Charges	68.52
12/20/2001 to 11/08/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 59,502.44
Escrow	
Credit	0.00
Deficit	212.96
Subtotal	<u>\$ 212.96</u>
TOTAL	
	\$ 59,715.40

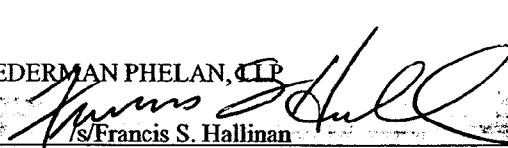
7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 59,715.40, together with interest from 11/08/2004 at the rate of \$9.61 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 PHELAN, LLP

By: 
Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND LOCATED IN THE SECOND WARD, BOROUGH OF CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT A POST AT THE CORNER OF SOUTH SECOND STREET AND WITMER STREET; THENCE ALONG WITMER STREET IN A SOUTHERLY DIRECTION ONE HUNDRED TEN (110) FEET TO A PIN; THENCE IN AN EASTERLY DIRECTION, AND BEING AT ALL TIMES PARALLEL TO THE LINE OF SOUTH SECOND STREET FIFTY (50) FEET TO A PIN; THENCE IN AN NORtherLY DIRECTION AND BEING AT ALL TIMES PARALLEL TO THE LINE OF WITMER STREET ONE HUNDRED TEN (110) FEET TO THE LINE OF SOUTH SECOND STREET; THENCE ALONG SOUTH SECOND STREET IN A WESTERLY DIRECTION, FIFTY (50) FEET TO THE PLACE OF BEGINNING.

THE SECOND THEREOF: BEGINNING AT A POINT IN THE LINE OF SOUTH SECOND STREET FIFTY (50) FEET IN AN EASTERLY DIRECTION FROM THE INTERSECTION OF SOUTH SECOND AND WITMER STREETS AND AT LINE NOW OR FORMERLY OF JAMES H. TICE AND JUDITH C. TICE; THENCE IN AN EASTERLY DIRECTION ALONG THE LINE OF SOUTH SECOND STREET TWENTY-TWO AND NINE HUNDRED SEVENTEEN THOUSANDTHS

(22.917) FEET TO A POINT; THENCE IN A SOUTHERLY DIRECTION BY A LINE AT ALL TIMES PARALLEL TO LINE OF WITMER STREET ONE HUNDRED TWENTY (120) FEET TO LINE OF LAND NOW OR FORMERLY OF WILLIAM E. CRUM AND BESSIE CRUM; THENCE IN A WESTERLY DIRECTION BY A LINE AT ALL TIMES PARALLEL TO LINE OF SOUTH SECOND STREET SEVENTY-TWO AND NINE HUNDRED SEVENTEEN THOUSANDTHS (72.917) FEET TO THE LINE OF WITMER STREET; THENCE BY LINE OF WITMER STREET IN A NORtherly DIRECTION TEN (10) FEET TO LINE OF LAND NOW OR FORMERLY OWNED BY JAMES H. TICE AND JUDITH C. TICE; THENCE BY SAID LINE AND BY A LINE AT ALL TIMES PARALLEL TO LINE OF SOUTH SECOND STREET FIFTY (50) FEET TO A POINT; THENCE IN A NORtherly DIRECTION BY A LINE AT ALL TIMES PARALLEL TO LINE OF WITMER STREET ONE HUNDRED TEN (110) FEET TO LINE OF SOUTH SECOND STREET AND PLACE OF BEGINNING.

BEING NO. 618 SOUTH SECOND STREET

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: 11-8-04