

04-1977-CD  
CENDANT MORTGAGE CORP. vs. ERNEST L. BLAKE, JR.

Cendant Mortgage vs Ernest Blake  
2004-1977-CD

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

CENDANT MORTGAGE CORPORATION  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

TERM

v.

NO. 04-19114

ERNEST L. BLAKE, JR.  
804 THUNDERBIRD ROAD  
DU BOIS, PA 15801

CLEARFIELD COUNTY

Defendant

**FILED**  
m 11.53 AM / ecjt shff.

DEC 14 2004

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

William A. Shaw  
Prothonotary

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. Meholic, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

CENDANT MORTGAGE CORPORATION  
4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

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

ERNEST L. BLAKE, JR.  
804 THUNDERBIRD ROAD  
DU BOIS, PA 15801

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

3. On 03/26/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FIRST COMMONWEALTH BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200305043. By Assignment of Mortgage recorded 7/21/2003 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200312879.

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	\$30,151.65
Interest	1,005.48
06/01/2004 through 12/13/2004	
(Per Diem \$5.13)	
Attorney's Fees	1,250.00
Cumulative Late Charges	65.96
03/26/2003 to 12/13/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 33,023.09
Escrow	
Credit	- 488.64
Deficit	0.00
Subtotal	<u>\$- 488.64</u>
<b>TOTAL</b>	<b>\$ 32,534.45</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 \$ 32,534.45, together with interest from 12/13/2004 at the rate of \$5.13 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 that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the Southwest corner of land now or formerly of E. Marie Jones as conveyed to her by James Nelson in Deed Book 479 page 52, said iron pin being on line of land now or formerly of Mitchell and being also the corner of land now or formerly of Jack Weygandt, thence by land now or formerly of said Jack Weygandt, North 3 degrees 38 minutes East 269.9 feet to a point in the center line of old State Highway from Reynoldsville to DuBois; thence by the center line of old State Highway in a Northeasterly direction of 162.1 feet, more or less, to the Northwest corner of land now or formerly of R.C. Anderson, Jr.; thence by the said land now or formerly of R.C. Anderson, Jr. the following courses and distances: South 32 degrees 09 minutes East 115.8 feet to an iron pin; South 32 degrees 09 minutes East 127.3 feet to an iron pin; North 76 degrees 24 minutes East 58.2 feet to an iron pin; South 11 degrees 00 minutes East 135.9 feet more or less to an iron pin at the Southwest corner of land now or formerly of Mitchell; thence by line now or formerly of said Mitchell, North 86 degrees 42 minutes West 394.02 feet more or less to an iron pin and place of beginning

Being No. **804 Thunderbird Road**

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: 12/13/14

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100062  
NO: 04-1977-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENDANT MORTGAGE CORPORATION

vs.

DEFENDANT: ERNEST L. BLAKE JR.

**SHERIFF RETURN**

NOW, January 13, 2005 AT 3:38 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ERNEST L. BLAKE JR. DEFENDANT AT Mother's Residence, 42 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ERNEST L. BLAKE JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

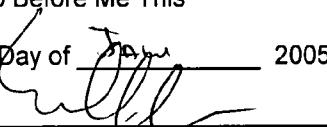
**FILED**

JAN 28 2005  
01/28/05  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	FEDERMAN	393461	10.00
SHERIFF HAWKINS	FEDERMAN	393461	65.00

Sworn to Before Me This

28<sup>th</sup> Day of January 2005



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clerk's Office, C. of Clearfield, PA

So Answers,

  
Chester A. Hawkins

Chester A. Hawkins  
Sheriff

**PHELAN HALLINAN & SCHMIEG, LLP**

Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id No.  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**CENDANT MORTGAGE CORPORATION**

**Plaintiff**

**vs.**

**Court of Common Pleas  
CLEARFIELD County  
No. 04-1977-CD**

**ERNEST L. BLAKE, JR.**

**Defendant(s)**

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,  
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

2/24/05  
Date

By: Francis S. Hallinan  
Lawrence T. Phelan, Esq.  
Francis S. Hallinan, Esq.  
Daniel G. Schmieg, Esq.  
Attorneys for Plaintiff

**FILED**

MAR 04 2005  
m/9:15/05  
15  
William A. Shaw  
Prothonotary  
i cert to Atty  
i cert of Disc. & C/A.

I hereby certify that it is a true  
and accurate copy of the original  
statement made before me.

MAR 04 2005

Attest.

*Bill A. B.*  
Prothonotary/  
Clerk of Courts

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

**CIVIL DIVISION**

**Cendant Mortgage Corporation**

**Vs.**  
**Ernest L. Blake**

**No. 2004-01977-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 March 4, 2005, marked:

Discontinued and ended.

Record costs in the sum of \$160.00 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 4th day of March A.D. 2005.

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William A. Shaw, Prothonotary