

05-29-CD
Washington vs. Scott Mowrey et al

vs. SCOTT A. MOWREY, et al.

Wash.Mut.Bank Et Al v.Scott Mowery Et Al
2005-029-CD

PHELAN HALLINAN & SCHMIEG, 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 HOME LOANS, INC., F/K/A
PNC MORTGAGE CORP. OF AMERICA
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff

NO. 2005-29-CJ

v.

CLEARFIELD COUNTY

SCOTT A. MOWREY
NANCY A. MOWREY
1340 TREASURE LAKE
DUBOIS, PA 15801

Defendants

FILED

JAN 06 2005
m/3:00/2005
William A. Shaw
Prothonotary/Clerk of Courts
5 cent to Sheriff

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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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

*Feb 28
March 1, 2005* Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will. A. Shaw GK
Deputy Prothonotary

File #: 100254

April 1, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Will. A. Shaw GK
Deputy Prothonotary

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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.

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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

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BUILDING 100
JACKSONVILLE, FL 32256

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

SCOTT A. MOWREY
NANCY A. MOWREY
1340 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 08/06/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199913238. By Assignment of Mortgage recorded 8/11/99 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 199913239.
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 06/01/2004 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	\$61,506.52
Interest	3,370.00
05/01/2004 through 01/05/2005	
(Per Diem \$13.48)	
Attorney's Fees	1,250.00
Cumulative Late Charges	159.88
08/06/1999 to 01/05/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 66,836.40
Escrow	
Credit	0.00
Deficit	617.79
Subtotal	<u>\$ 617.79</u>
TOTAL	\$ 67,454.19

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. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 67,454.19, together with interest from 01/05/2005 at the rate of \$13.48 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.

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

~~ALL~~ that certain tract of land designated at Lot No. 447,
Section 14B, in the Treasure Lake Subdivision in Sandy Township,
Clearfield County, Pennsylvania, recorded in Misc. Docket Map File
No. 25.

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 record plan.
2. The Declaration of Restrictions, Treasure Lake of Pennsylvania, Inc. recorded in Misc. Book Vol. 146, Page 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 lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc; which lien shall run with the land and be an encumbrance against it.

BEING the same premises which become vested in John Leemhuis and Kimberly Leemhuis, the Grantors herein, by Deed of D. Francis Coria and Kathleen M. Coria, dated March 19, 1991, and recorded on March 25, 1994, in Clearfield County Deed and Records Book 1594, page 22.

PROPERTY BEING: SECTION 14B LOT 447

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: 1/5/5

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket # **100116**

WASHINGTON MUTUAL HOME LOANS, INC.

Case # 05-29-CD

VS.

SCOTT A. MOWREY & NANCY A. MOWREY

SHERIFF RETURNS

NOW February 09, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO SCOTT A. MOWREY, DEFENDANT. "MOVED".

SERVED BY: /

FILED

FEB 09 2005
6/3/00

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **100116**

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SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

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100116

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SCOTT A. MOWREY & NANCY A. MOWREY

SHERIFF RETURNS

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	397672	20.00
SURCHARGE	PHELAN	397703	20.00
SHERIFF HAWKINS	PHELAN	397703	44.39

Sworn to Before me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

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COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 2005-29-CV
CLEARFIELD COUNTY

SCOTT A. MOWREY
NANCY A. MOWREY
1340 TREASURE LAKE
DUBOIS, PA 15801

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

Defendants

JAN 06 2005

Attest.

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Willie L. Brown
Prothonotary/
Clerk of Courts

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Attorneys for Plaintiff

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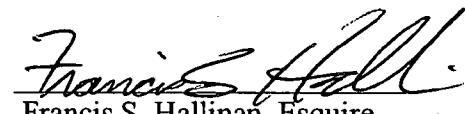
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DATE: 1/5/5

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PROPERTY BEING: SECTION 14B LOT 447

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: 1/5/5

PHELAN HALLINAN & SCHMIEG, 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 HOME LOANS, INC., F/K/A
PNC MORTGAGE CORP. OF AMERICA
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 2005-29-C.P

SCOTT A. MOWREY
NANCY A. MOWREY
1340 TREASURE LAKE
DUBOIS, PA 15801

CLEARFIELD COUNTY

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

JAN 06 2005

Defendants

Attest.

W. B. H.
Prothonotary/
Clerk of Courts

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.

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. Meholick, 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

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 HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA
8120 NATIONS WAY
BUILDING 100
JACKSONVILLE, FL 32256

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

SCOTT A. MOWREY
NANCY A. MOWREY
1340 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 08/06/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199913238. By Assignment of Mortgage recorded 8/11/99 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 199913239.
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 06/01/2004 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	\$61,506.52
Interest	3,370.00
05/01/2004 through 01/05/2005	
(Per Diem \$13.48)	
Attorney's Fees	1,250.00
Cumulative Late Charges	159.88
08/06/1999 to 01/05/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 66,836.40
Escrow	
Credit	0.00
Deficit	617.79
Subtotal	<u>\$ 617.79</u>
TOTAL	\$ 67,454.19

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. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

9. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 67,454.19, together with interest from 01/05/2005 at the rate of \$13.48 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.

PHELAN HALLINAN & SCHMIEG, LLP

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

~~ALL~~ that certain tract of land designated at Lot No. 447,
Section 14B, in the Treasure Lake Subdivision in Sandy Township,
Clearfield County, Pennsylvania, recorded in Misc. Docket Map File
No. 25.

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 record plan.
2. The Declaration of Restrictions, Treasure Lake of Pennsylvania, Inc. recorded in Misc. Book Vol. 146, Page 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 lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc; which lien shall run with the land and be an encumbrance against it.

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DATE: 1/5/5

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JACKSONVILLE, FL 32256

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 2005-29-CV

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NANCY A. MOWREY
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DUBOIS, PA 15801

CLEARFIELD COUNTY

I hereby certify this to be a true
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statement filed in this case.

JAN 06 2005

Defendants

Attest.

Willa L. Ober
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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PHELAN HALLINAN & SCHMIEG, LLP

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

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PROPERTY BEING: SECTION 14B LOT 447

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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: 1/5/5

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

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA Plaintiff
vs.
SCOTT A. MOWREY
NANCY A. MOWREY Defendants
vs.
CLEARFIELD County
No. 2005-29-CD

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.

PHELAN HALLINAN & SCHMIEG, LLP
By: 
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: February 23, 2005

/cdc, Svc Dept.
File# 100254

FILED No CC
m/4:00pm Atty pd. 7.00
FEB 28 2005
1 Compl.
William A. Shaw
Prothonotary/Clerk of Courts
Reinstated
to Atty

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Washington Mutual Home : COURT OF COMMON PLEAS
Loans, Inc., f/k/a PNC Mortgage :
Corp. Of America :
Vs. : CIVIL DIVISION
Scott A. Mowrey : Clearfield COUNTY
Nancy A. Mowrey : NO. 2005-29-CD.

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individuals as indicated below by first class mail, postage prepaid, on the date listed below:

Scott A. Mowrey and Nancy A. Mowrey at
Section 14B Lot 447 a/k/a 1340 Treasure Lake
Dubois, PA 15801

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: February 23, 2005

FILED NO CC
M14-00081
FEB 28 2005 (6K)
William A. Shaw
Prothonotary/Clerk of Courts