

05-310-CD

PHH Mortgage et al vs. A. Friday

VS

ANN H. FRIDAY

PHH Mortgage v. Ann Friday
2005-310-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

PHH MORTGAGE CORPORATION, F/K/A CENDANT
MORTGAGE CORPORATION D/B/A COLDWELL
BANKER MORTGAGE
4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff

v.

ANN H. FRIDAY
1202 TREASURE LAKE
DU BOIS, PA 15801

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-310-CD
CLEARFIELD COUNTY

FILED *Atty pd.*
01/30/05 85.00
MAR 08 2005
2 CC

William A. Shaw Sheriff
Prothonotary/Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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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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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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MOUNT LAUREL, NJ 08054

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

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

3. On 05/21/2004 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: 200408343.
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 08/01/2004 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	\$82,260.88
Interest	3,177.50
07/01/2004 through 03/07/2005	
(Per Diem \$12.71)	
Attorney's Fees	1,250.00
Cumulative Late Charges	70.59
05/21/2004 to 03/07/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 87,308.97
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 87,308.97

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.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$ 87,308.97, together with interest from 03/07/2005 at the rate of \$12.71 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

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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.
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BEING the same premises conveyed To Donald C. Smith and Jacqueline M. Smith, husband and wife, by deed of Donald C. Smith and Jacqueline M. Smith, a/k/a Jacqueline M. Smith, dated October 4, 2002, and recorded in the Office of the Recorder of Clearfield County in Instrument No. 2002-16393.

PROPERTY BEING: 135 BUCCOREEF 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: 3/7/5

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100282**

PHH MORTGAGE CORPORATION

Case # 05-310-CD

vs.

ANN H. FRIDAY

SHERIFF RETURNS

NOW April 01, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ANN H. FRIDAY, DEFENDANT. MOVED TO RIDGWAY.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	411962	20.00
SHERIFF HAWKINS	PHELAN	411962	50.15

Sworn to Before me This

____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff


FILED
04/02/05
APR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

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Attest.

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DATE: 3/7/5

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
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Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Company f/k/a Cendant Mortgage Corporation d/b/a Coldwell Banker Mortgage

Ann H. Friday

Defendant(s)

**PRAEICE TO WITHDRAW COMPLAINT WITHOUT PREJUDICE,
AND SETTLE, DISCONTINUE AND END**

TO THE PROTHONOTARY:

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

Date

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

FILED NO CC
M 13:11 AM 11 JUL 1 1 2005 Cert. of Disc.
JP to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

PHH Mortgage Corporation

Vs. No. 2005-00310-CD
Ann H. Friday

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 July 11, 2005, marked:

Settled, Discontinued and Ended

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 11th day of July A.D. 2005.

William A. Shaw, Prothonotary