

05-434-CD  
ABN Amro vs. M. Patrick et al.

2005-434-CD  
ABN Amro Mortg v. Michael Patrick et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100353  
NO: 05-434-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ANB AMRO MORTGAGE GROUP, INC.  
vs.  
DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

**SHERIFF RETURN**

NOW, April 07, 2005 AT 10:52 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL PATRICK DEFENDANT AT 364 CECIL HURD HWY., LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICOLE KIBLER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED  
04/10/2005  
APR 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100353  
NO: 05-434-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ANB AMRO MORTGAGE GROUP, INC.  
VS.  
DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

**SHERIFF RETURN**

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NOW, April 07, 2005 AT 10:52 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NICOLE KIBLER DEFENDANT AT 364 CECIL HURD HWY., LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICOLE KIBLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100353  
NO: 05-434-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ANB AMRO MORTGAGE GROUP, INC.  
vs.  
DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

**SHERIFF RETURN**

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NOW, April 07, 2005 AT 10:52 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT IN POSSESSION DEFENDANT AT RT. 36 NEWBURG, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICOLE KIBLER, DEFENDANT/OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

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

DOCKET # 100353  
NO: 05-434-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: ANB AMRO MORTGAGE GROUP, INC.

vs.

DEFENDANT: MICHAEL PATRICK and NICOLE KIBLER

## SHERIFF RETURN

## RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PULEO	1743	30.00
SHERIFF HAWKINS	PULEO	1743	51.87

**Sworn to Before Me This**

### So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

*Chester A. Hawkins*  
*My Mother's Name*

LAW OFFICES OF THOMAS I. PULEO, LLC  
By: Thomas I. Puleo, Esquire  
Identification No. 27615  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600

Attorney for Plaintiff

FILED 3cc-sh4  
m10:26 AM Atty pd  
MAR 29 2005 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.  
7159 Corklan Drive  
Jacksonville, Florida 32258

v.

: No. 05-434-CD

MICHAEL PATRICK and  
NICOLE KIBLER  
364 Cecil Hurd Hwy  
La Jose, PA 15753

:

:

:

CIVIL ACTION - MORTGAGE FORECLOSURE  
COMPLAINT

**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.

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**AVISO**

Usted ha sido demandado/a en corte. Si usted desea defenderse de las demandas que se presentan más adelante en las siguientes páginas, debe tomar acción dentro de los próximos veinte (20) días después de la notificación de esta Demanda y Aviso, apareciendo personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y si usted falla de tomar acción como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamación o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin más aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

Usted debe llevar este documento a su abogado inmediatamente. Si usted no tiene un abogado, llame o vaya a la siguiente oficina. Esta oficina puede proveerle información a cerca de como conseguir un abogado.

Si usted no puede pagar por los servicios de un abogado, es posible que esta oficina le pueda proveer información sobre agencias que ofrezcan servicios legales sin cargo o bajo costo a personas que cualifican.

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

CIVIL ACTION - MORTGAGE FORECLOSURE  
COMPLAINT

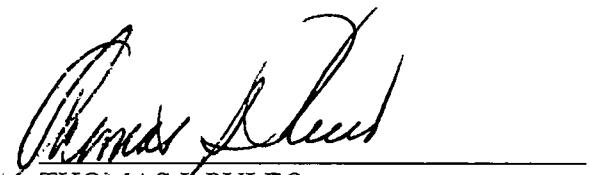
1. Plaintiff, ABN AMRO MORTGAGE GROUP, INC., is a corporation organized and existing under laws of the State of Delaware, with offices as stated above.
2. Defendants, MICHAEL PATRICK and NICOLE KIBLER, are the mortgagors and real owners of premises Route 36, Borough of Newburg, Clearfield County, Pennsylvania, hereinafter described, whose last known address is as stated above.
3. On the 17th day of December, 2002, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to ABN AMRO MORTGAGE GROUP, INC., which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County at Instrument #200220527.
4. The premises subject to the said mortgage is described in Exhibit "A" attached hereto and made a part hereof.
5. The mortgage secures defendants' certain Note dated the same as the mortgage in the amount of \$64,986.00 payable in monthly installments with interest at the rate of 6.5 % per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".
6. The said mortgage has not been assigned.
7. The mortgage is in default because the defendants have failed to make the payment of the monthly installment of principal and interest in accordance with the terms of the mortgage for December 1, 2004, and each month thereafter, up to and including the present time.
8. The following amounts are due on the mortgage:

Principal	\$63,617.20
Interest at 6.5 % per annum from 11/1/04 through 2/28/05 (\$11.33 per diem)	1,359.60
Late charges accrued thru 2/23/05 (\$21.63)	21.63
Escrow deficit (taxes and insurance) (\$130.10/month)	390.30
Attorney's fee (5%)	3,180.85
Title information certificate	<u>325.00</u>
 Total	 \$68,894.59

9. The said mortgage is not a residential mortgage as defined by Pennsylvania Act No. 6 of 1974, and hence, no notice of intention to foreclose is required by the said Act.

10. The aforesaid mortgage is insured under Title II of the National Housing Act, and therefore, is not subject to the provisions of Pennsylvania Act No. 91 of 1983.

WHEREFORE, plaintiff demands judgment in the sum of \$68,894.59 plus interest, late charges, escrow advances and costs to the date of judgment and foreclosure of the said mortgage.

  
 THOMAS J. PULEO  
 Attorney for Plaintiff

**DESCRIPTION**

ALL THAT property located in Newburg Borough, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an 1 1/4 inch iron pipe being a common corner of the properties now or formerly of Emily M. Hurd, widow, and Glenn E. Thomson; thence along the Thomson property, South 56 degrees West, 271 feet to a 3/4 inch pipe placed at the Eastern boundary of the right of way of the Pennsylvania Department of Highway Route No. 36; thence along said right of way, North 28 degrees West, 150 feet to a 3/4 inch iron pipe on the Eastern boundary of the said right of way; thence along the residue of lands now or formerly of Emily M. Hurd, widow, North 56 degrees East, 306 feet to a 3/4" iron pipe on the boundary of the Glenn E. Thomson property; thence along the Thomson Property, South 16 degrees East 159.7 feet to a 1 1/4 inch pipe and the place of beginning.

IDENTIFIED as Clearfield County Assessment Map No. 14-D13-36.

Tax Parcel 14-D13-36 (Assessment \$9,525.00)

## NOTE

FHA Case No.  
4422350230-703

Multistate

DECEMBER 17, 2002  
[Date]GREENSBURG,  
[City]PENNSYLVANIA  
[State]rte 36 NEWBURG, LA JOSE, PA 15753  
[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION**

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **\*\*\*\*\*SIXTY FOUR THOUSAND NINE HUNDRED EIGHTY SIX AND NO/100\*\*\*\*\*** Dollars (U.S. **\$ 64,986.00** ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX AND ONE-HALF** percent (**6.500%**) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

## (A) Time

Borrower shall make a payment of principal and interest to Lender on the **1ST** day of each month beginning on **FEBRUARY 1, 2003**. Any principal and interest remaining on the **1ST** day of **JANUARY, 2033** will be due on that date, which is called the "Maturity Date."

## (B) Place

Payment shall be made at  
**4242 N. HARLEM AVE.**  
**NORRIDGE, IL 60706**  
**ATTN: CASHIERING**

or at such place as Lender may designate in writing by notice to Borrower.

## (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. **\$410.76**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

## (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box]  Graduated Payment Allonge  Growing Equity Allonge  
 Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. BORROWER'S FAILURE TO PAY

## (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of **15** calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000%**) of the overdue amount of each payment.

## (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment

LOAN #: 629536192

defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

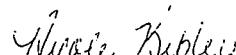
Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

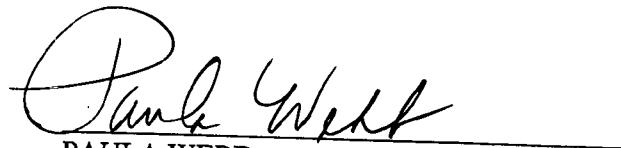
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
MICHAEL PATRICK (SEAL)

  
NICOLE KIBLER (SEAL)

## Verification

Ms. Paula Webb hereby states that she is Vice President of ABN- AMRO Mortgage Group, Inc., the plaintiff, or servicing agent for plaintiff, this matter, that she is authorized to take this Verification, and that the statement made in the foregoing Complaint are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made to the penalties of 18 Pa.C.S.A. Sec. 4904 Relating to unsworn falsification to authorities.



PAULA WEBB  
VICE PRESIDENT

DATE: 3/21/05

LAW OFFICES OF THOMAS I. PULEO, LLC  
660 Sentry Parkway, Suite 210  
Blue Bell, PA 19422  
(610) 941-3600  
By: Thomas I. Puleo, Esquire  
Identification No 27615

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

ABN AMRO MORTGAGE GROUP, INC.,  
Plaintiff

v.

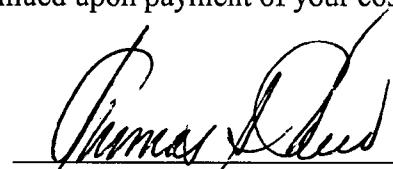
NO. 05-434-CD

MICHAEL PATRICK and  
NICOLE KIBLER,  
Defendants

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above entitled case discontinued upon payment of your costs only.

  
THOMAS I. PULEO, ESQUIRE

Attorney for Plaintiff

**FILED**

MAY 16 2005

12:10p  
William A. Shaw  
Prothonotary

1 Cents to Return w/ cents overage  
Cents of Disc to

C/A.

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

**CIVIL DIVISION**

**ABN Amro Mortgage Group, Inc.**

**Vs.**

**No. 2005-00434-CD**

**Michael Patrick  
Nicole Kibler**

**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 Discontinued, marked:

May 16, 2005

Record costs in the sum of \$166.87 have been paid in full by Atty. Puleo.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of May A.D. 2005.

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William A. Shaw, Prothonotary