

05-593-CD
Washington vs. D. Kalgren et al

Wash. Mutual Bank v. Douglas Kalgren et al
2005-593-CD

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff
v.

DOUGLAS E. KALGREN, II
TAMMY L. KALGREN
A/K/A TAMMY L TAPPER
2900 HICKORY ROAD
PENFIELD, PA 15849

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

NO. 05-593-CD
CLEARFIELD COUNTY

FILED *Atty ad 85.00*
3/1/2005
APR 25 2005 4CC Shff

William A. Shaw
Prothonotary/Clerk of Courts

Defendants

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. Meholic, Court Administrator
Clearfield County Courthouse
2nd 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

WASHINGTON MUTUAL BANK, F.A.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

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

DOUGLAS E. KALGREN, II
TAMMY L. KALGREN
A/K/A TAMMY L TAPPER
2900 HICKORY ROAD
PENFIELD, PA 15849

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

3. On 02/13/2002 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 Instrument No: 200202685. By Assignment of Mortgage recorded 3/4/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument # 200203814.
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 11/01/2004 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	\$77,689.69
Interest	3,255.84
10/01/2004 through 04/22/2005	
(Per Diem \$15.96)	
Attorney's Fees	1,225.00
Cumulative Late Charges	176.27
02/13/2002 to 04/22/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 82,896.80
Escrow	
Credit	0.00
Deficit	46.36
Subtotal	<u>\$ 46.36</u>
TOTAL	\$ 82,943.16

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 \$ 82,943.16, together with interest from 04/22/2005 at the rate of \$15.96 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

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

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land, lying and being situate in Huston Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING in the center of Township Road 401 North 30 degrees 30 minutes West 17 feet from the southeast corner of Timothy Kilmer lot; thence along center of Township Road 401 South 30 degrees 30 minutes East 150 feet; thence by residue of Douglas E. Kalgren I land South 59 degrees 30 minutes West 150 feet; thence North 59 degrees 10 minutes West 153 feet; thence North 16 degrees 40 minutes West 55.5 feet; thence South 87 degrees 35 minutes East 72 feet; and North 59 degrees 30 minutes East 150 feet to the place of beginning. Containing 27,500 square feet, together with a 1999 Colony AR338 manufactured home, Serial Number SX11914AB, which is permanently attached to the land on a foundation.

The above description was prepared in accordance with a survey performed by Gary Thurston, Surveyor, and a subdivision map prepared by him, filed in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200111716 on July 30, 2001.

Parcel No. F03-000-00102

Being known as: RR#1 box 42B

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
Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 4-22-05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100426
NO. 05-593-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE (2

COPIES)

PLAINTIFF: WASHINGTON MUTUAL BANK

VS.

DEFENDANT: DOUGLAS E. KALGREN II, TAMMY L. KALGREN a/k/a TAMMY L. TAPPER

SHERIFF RETURN

NOW, April 29, 2005 AT 12:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE (2 COPIES) ON DOUGLAS E. KALGREN II DEFENDANT AT 2900 HICKORY ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMY KALGREN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE (2 COPIES) AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
04/29/2005
MAY 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100426
NO: 05-593-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE (2

COPIES)

PLAINTIFF: WASHINGTON MUTUAL BANK

VS.

DEFENDANT: DOUGLAS E. KALGREN II, TAMMY L. KALGREN a/k/a TAMMY L. TAPPER

SHERIFF RETURN

NOW, April 29, 2005 AT 12:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE (2 COPIES) ON TAMMY L. KALGREN aka TAMMY L. TAPPER DEFENDANT AT 2900 HICKORY ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMY KALGREN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE (2 COPIES) AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100426
NO: 05-593-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

VS.

DEFENDANT: DOUGLAS E. KALGREN II, TAMMY L. KALGREN a/k/a TAMMY L. TAPPER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	422476	20.00
SURCHARGE	PHELAN	422530	20.00
SHERIFF HAWKINS	PHELAN	422530	61.92

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff