

05-715-CD  
Washington Mutual vs. S. Showers

Wash. Mut. Bank et al v. Samuel Showers  
2005-715-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

WASHINGTON MUTUAL BANK, F.A.,  
S/I TO NORTH AMERICAN MORTGAGE COMPANY  
11200 WEST PARKLAND AVE.  
MILWAUKEE, WI 53224

Plaintiff

v.

SAMUEL W. SHOWERS  
HELEN SHOWERS  
1801 N. 83<sup>RD</sup> AVENUE, APT 102  
PHOENIX, AZ 85035

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.

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Notice to Defend:  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

FILED Atty pd. 85.00  
MAY 12 2005  
MAY 17 2005 acc shff  
②

William A. Shaw  
Prothonotary/Clerk of Courts

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

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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

WASHINGTON MUTUAL BANK, F.A.,  
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11200 WEST PARKLAND AVE.  
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2. The name(s) and last known address(es) of the Defendant(s) are:

SAMUEL W. SHOWERS  
HELEN SHOWERS  
1801 N. 83<sup>RD</sup> AVENUE, APT 102  
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who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 12/29/2000 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: 200100409.
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	\$69,764.05
Interest	3,812.16
10/01/2004 through 05/16/2005	
(Per Diem \$16.72)	
Attorney's Fees	1,250.00
Cumulative Late Charges	242.98
12/19/2000 to 05/16/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 75,619.19
Escrow	
Credit	0.00
Deficit	10.24
Subtotal	<u>\$ 10.24</u>
<b>TOTAL</b>	<b>\$ 75,629.43</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.

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 \$ 75,629.43, together with interest from 05/16/2005 at the rate of \$16.72 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

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BEGINNING at an iron pin which iron pin is located on the northern right of way line of Pine Alley and at a corner of lands now or formerly of Samuel W. and Helen Showers; thence North 7 degrees 43 minutes East, a distance of 160.7 feet to an iron pin on the southern right of way line of Coal Street; thence North 81 degrees 15 minutes West, a distance of 60 feet more or less to a point on Kephart Run; thence generally in a southwesterly direction along the various courses of Kephart Run, distance of 190 feet more or less to a point on the northern right of way line of Pine Alley; thence South 61 degrees 15 minutes East, a distance of 40 feet more or less to an iron pin and place of beginning. Said parcel being delineated by a crosshatch pattern on the map attached hereto.

FURTHER BEING a portion of the same premises granted and conveyed unto the Grantors herein by deed of the Tax Claim Bureau of Clearfield County, Pennsylvania, Trustee dated December 10, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Book Volume 1577, Page 310, and by deed of Gertrude P. Yoder, a widow, dated September 16, 1995, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Book Volume 1789, Page 194.

PREMISES: 603 COAL STREET

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.

31/00

Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 5/16/15

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket #

**100481**

WASHINGTON MUTUAL BANK, F.A.

Case # 05-715-CD

vs.

SAMUEL W. SHOWERS and HELEN SHOWERS

**SHERIFF RETURNS**

NOW May 25, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SAMUEL W. SHOWERS, DEFENDANT. MOVED TO ARIZONA.

SERVED BY: /

*FILED*  
05-29-05  
MAY 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

**Sheriff Docket #**

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SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100481  
NO: 05-715-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A.  
vs.  
DEFENDANT: SAMUEL W. SHOWERS and HELEN SHOWERS

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	427695	20.00
SHERIFF HAWKINS	PHELAN	427799	41.40

Sworn to Before Me This

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

So Answers,



\_\_\_\_\_  
by *Marly Harr*

Chester A. Hawkins  
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
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Plaintiff

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HELEN SHOWERS  
1801 N. 83<sup>RD</sup> AVENUE, APT 102  
PHOENIX, AZ 85035

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-715-CD

CLEARFIELD COUNTY

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

MAY 17 2005

Defendants

Attest.

*Walter B. Gove*  
Prothonotary/  
Clerk of Courts

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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Attorney for Plaintiff

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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 \$ 75,629.43, together with interest from 05/16/2005 at the rate of \$16.72 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 or parcel of land situate, lying and being in the Borough of Osceola, Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin which iron pin is located on the northern right of way line of Pine Alley and at a corner of lands now or formerly of Samuel W. and Helen Showers; thence North 7 degrees 43 minutes East, a distance of 160.7 feet to an iron pin on the southern right of way line of Coal Street; thence North 81 degrees 15 minutes West, a distance of 60 feet more or less to a point on Kephart Run; thence generally in a southwesterly direction along the various courses of Kephart Run, distance of 190 feet more or less to a point on the northern right of way line of Pine Alley; thence South 61 degrees 15 minutes East, a distance of 40 feet more or less to an iron pin and place of beginning. Said parcel being delineated by a crosshatch pattern on the map attached hereto.

FURTHER BEING a portion of the same premises granted and conveyed unto the Grantors herein by deed of the Tax Claim Bureau of Clearfield County, Pennsylvania, Trustee dated December 10, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Book Volume 1577, Page 310, and by deed of Gertrude P. Yoder, a widow, dated September 16, 1995, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds & Records Book Volume 1789, Page 194.

PREMISES: 603 COAL STREET

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.

31/02

Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 5/16/15

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 100481

WASHINGTON MUTUAL BANK

NO. 05-715-CD

-VS-

SAMUEL W. SHOWERS and HELEN SHOWERS

~~PROTECTION FROM ABUSE~~

{ AMENDED }  
SHERIFF'S RETURN

NOW JUNE 7, 2005 AMENDING SHERIFF COSTS FROM \$41.40 TO \$51.40.

SHFF. HAWKINS: \$51.40  
PAID BY: ATTY.

SO ANSWERS,

*Chester A. Hawkins  
by Marilyn Harris*

CHESTER A. HAWKINS  
SHERIFF

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2005

FILED  
03/14/2011  
JUN 07 2005  
NO CC

WY William A. Shaw  
Prothonotary/Clerk of Courts

**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  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**Washington Mutual Bank, F.A. s/i/i to North American Mortgage Company**

**Plaintiff**

**vs.**

**Court of Common Pleas  
Clearfield County  
No. 05-715-CD**

**Samuel W. Showers  
Helen Showers**

**Defendant(s)**

**PRAECIPE**

**FILED** NO CC  
m 10/15/05 Cert. of  
AUG 30 2005 Disc. to  
William A. Shaw Atty  
Prothonotary/Clerk of Courts  
Copy to CIA

TO THE PROTHONOTARY:

Please mark the above referenced case Discontinued and Ended without prejudice.

Please mark the above referenced case Settled, Discontinued and Ended.

Please mark Judgments satisfied and the Action settled, discontinued and ended.

Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date

8/27/05

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**Washington Mutual Bank, F.A., s/i/i to  
North American Mortgage Company**

**Vs.**

**No. 2005-00715-CD**

**Samuel W. Showers  
Helen Showers**

**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 August 30, 2005, marked:

Discontinued and Ended without Prejudice

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 30th day of August A.D. 2005.

---

William A. Shaw, Prothonotary