

05-935-CD

2005-935-CD
Washington Mutual v. Steven Flanagan

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

Plaintiff

v.

STEVEN M. FLANAGAN
AMY K. FLANAGAN
906 RICHARD STREET
CLEARFIELD, PA 16830

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-935-CJ
CLEARFIELD COUNTY

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

FILED *acc*
m 11:16 AM 5/6/05
JUN 29 2005 *10 AM*
William A. Shaw *85.00*
Prothonotary/Clerk of Courts

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:

STEVEN M. FLANAGAN
AMY K. FLANAGAN
906 RICHARD STREET
CLEARFIELD, PA 16830

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

3. On 02/26/2002 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: 200203047. By Assignment of Mortgage recorded 3/15/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200204049.
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 03/01/2005 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	\$62,996.18
Interest	1,915.12
02/01/2005 through 06/28/2005	
(Per Diem \$12.94)	
Attorney's Fees	1,225.00
Cumulative Late Charges	90.88
02/26/2002 to 06/28/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 66,777.18
Escrow	
Credit	- 606.67
Deficit	0.00
Subtotal	<u>\$- 606.67</u>
TOTAL	\$ 66,170.51

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 66,170.51, together with interest from 06/28/2005 at the rate of \$12.94 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

100-2005-17-1
KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200203047

RECORDED ON

Feb 26, 2002
2:56:45 PM

Total Pages: 17

RECORDING FEES - \$29.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$41.50

CUSTOMER

ABSOLUTE SETTLEMENT CO

Prepared By:

Absolute Settlement Company
900A Beaver Drive
DuBois, PA 15801

Return To:

CSB Bank
PO Box 29
Curwensville, PA 16833-0029

4.1-K69-763-4
Parcel Number:

— [Space Above This Line For Recording Data] —

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 26, 2002 together with all Riders to this document.

(B) "Borrower" is

Steven M. Flanagan and Amy K. Flanagan, husband & wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CSB Bank

Lender is a Corporation

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

 6(PA) 1000B

Page 1 of 16



Printed on Recycled Paper

Initials: SMF/AM

VMP MORTGAGE FORMS • (800)521-7291



Exhibit A

ALL that certain piece or parcel of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a two-inch iron pipe on the right-of-way of Richard Street, being the Southwest corner of this lot and also being 180.02 feet from the intersection of the rights-of-way of Cumberland and Richard Streets; thence leaving the right-of-way of Richard Street along Lot No. 134, North twenty-four (24) degrees fifty-five (55') minutes West 112.06 feet to a two-inch iron pipe; thence along Lot No. 130, North seventy-four (74) degrees eleven (11') minutes East 79.81 feet to a two-inch iron pipe; thence along Lot No. 136, South thirty (30) degrees three (03') minutes East 113.50 feet to a two-inch iron pipe on the right-of-way of Richard Street; thence along the right-of-way of Richard Street by a 2000.24 foot radius curve to the Northwest, long chord being South seventy-three (73) degrees forty-seven (47') minutes West 90.00 feet and having an arc length of 90.01 feet to a two-inch iron pipe and place of beginning.

BEING Lot No. 135 in Section III of the plan of South Park Development of the Borough of Clearfield.

SUBJECT to all exceptions, reservations, restrictions, covenants, and adverse conveyances as contained in prior deeds within the chain of title.

BEING the same premises which Randy D. Ross and Terri A. Ross, husband and wife, granted and conveyed to Michael W. Spencer, one of the Grantors herein, by deed dated August 31, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County, in Deeds and Records Book 1553, Page 578. Edna Macasbac Spencer, wife of Grantor, Michael W. Spencer, joins in this deed for the sole purpose of releasing whatever interest she may have in and to said premises as the wife of Michael W. Spencer, and makes no warranty of any kind relative thereto.

EXHIBIT A

organized and existing under the laws of Pennsylvania
Lender's address is PO Box 29, Curwenville, PA 16833-0029

Lender is the mortgagor under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated February 26, 2002
The Note states that Borrower owes Lender Sixty Five Thousand

Dollars
(U.S. \$ 65,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2032

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Initials: SMF/KA

 Printed on Recycled Paper

Page 2 of 16

Form 3039 1/01

EXHIBIT A

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **Borough** [Type of Recording Jurisdiction] of **Clearfield, Clearfield County, Pennsylvania** [Name of Recording Jurisdiction]:

Being Further Identified in Attached Exhibit A

which currently has the address of **906 Richard Street**

Clearfield [Street]
("Property Address") **Pennsylvania 16830** [City] **16830** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



Printed on Recycled Paper

Page 3 of 16

Initials: SMF/JW

Form 3039 1/01

EXHIBIT A

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Carl A. Furr
Carl A. Furr

Steven M. Flanagan (Seal)
Steven M. Flanagan

Amy K. Flanagan (Seal)
Amy K. Flanagan

(Seal)
-Borrower

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200204049
RECORDED ON
Mar 15, 2002
9:39:38 AM
Total Pages: 3

RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$15.50

CUSTOMER
C S B BANK

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a two-inch iron pipe on the right-of-way of Richard Street, being the Southwest corner of this lot and also being 180.02 feet from the intersection of the rights-of-way of Cumberland and Richard Streets; thence leaving the right-of-way of Richard Street along Lot No. 134, North twenty-four (24) degrees fifty-five (55 minutes) minutes West 112.06 feet to a two-inch iron pipe; thence along Lot No. 130, North seventy-four (74) degrees eleven (11 minutes) minutes East 79.81 feet to a two-inch iron pipe; thence along Lot No. 136, South thirty (30) degrees three (03 minutes) minutes East 113.50 feet to a two-inch iron pipe on the right-of-way of Richard Street; thence along the right-of-way of Richard Street by a 2000.24 foot radius curve to the Northwest, long chord being South seventy-three (73) degrees forty-seven (47 minutes) West 90.00 feet and having an arc length of 90.01 feet to a two-inch iron pipe and place of beginning.

BEIGN Lot No. 135 in Section III of the plan of South Park Development of the Borough of Clearfield.

SUBJECT to all exceptions, reservations, restrictions, covenants, and adverse conveyances as contained in prior deeds within the chain of title.

BEING the same premises which Randy D. Ross and Terri A. Ross, husband and wife, granted and conveyed to Michael W. Spencer, one of the Grantors herein, by deed dated August 31, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County, in Deeds and Records Book 1553, Page 578. Edna Macasbac Spencer, wife of Grantor, Michael W. Spencer, joins in this deed for the sole purpose of releasing whatever interest she may have in and to said premises as the wife of Michael W. Spencer, and marks no warranty of any kind relative thereto.

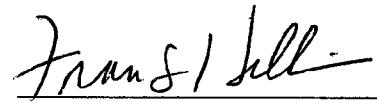
BEING known as 906 Richard Street

BEING Parcel No. K08-703-00004

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: 6/28/15

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100600
NO: 05-935-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

vs.

DEFENDANT: STEVEN M. FLANAGAN and AMY K. FLANAGAN

SHERIFF RETURN

NOW, July 18, 2005 AT 9:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEVEN M. FLANAGAN DEFENDANT AT 906 RICHARD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEVEN M. FLANAGAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED ^{No CC}
07/15/05
OCT 11 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100600
NO: 05-935-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK

VS.

DEFENDANT: STEVEN M. FLANAGAN and AMY K. FLANAGAN

SHERIFF RETURN

NOW, July 18, 2005 AT 9:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON AMY K. FLANAGAN DEFENDANT AT 906 RICHARD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEVEN FLANAGAN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100600
NO: 05-935-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: STEVEN M. FLANAGAN and AMY K. FLANAGAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	436367	20.00
SHERIFF HAWKINS	PHELAN	436421	30.00

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Marilyn Harn

Chester A. Hawkins
Sheriff