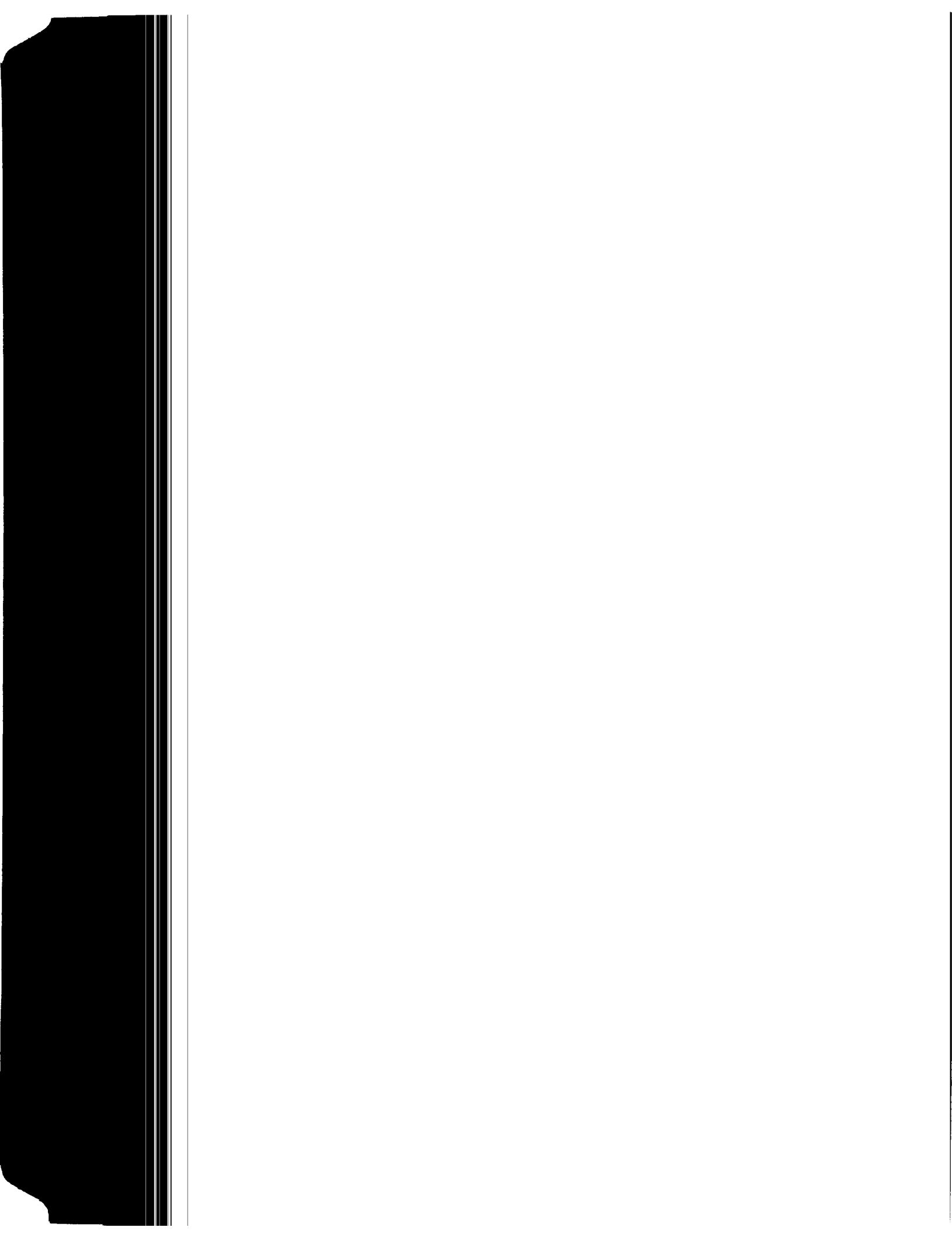


05-1128-CD

Washington Mutual Bank vs J.T. Hardy
2005-1128-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

ICC Shiff
M/23/05 Atty pd.
AUG 03 2005 8500
John A. Shiff
Prothonotary Clerk's Courts

ATTORNEY FOR PLAINTIFF

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

Plaintiff

v.

J. T. HARDY
A/K/A JOHN HARDY
A/K/A J. TODD HARDY
A/K/A JOHN TODD HARDY
305 DECATUR STREET
PHILIPSBURG, PA 16866

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1128-CD

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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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No hereby certify the
a true and
copy of the
original record

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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.
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

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

J. T. HARDY
A/K/A JOHN HARDY
A/K/A J. TODD HARDY
A/K/A JOHN TODD HARDY
305 DECATUR STREET
PHILIPSBURG, PA 16866

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

3. On 08/09/2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CROSSLAND MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200011841. By Assignment of Mortgage recorded 7/28/03 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200313386.
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 04/01/2005 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	\$53,412.61
Interest 03/01/2005 through 08/01/2005 (Per Diem \$14.45)	2,225.30
Attorney's Fees	1,250.00
Cumulative Late Charges 08/09/2000 to 08/01/2005	144.60
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Subtotal	\$ 57,582.51
Escrow	
Credit	- 71.73
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TOTAL	\$ 57,510.78

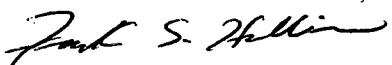
7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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 \$ 57,510.78, together with interest from 08/01/2005 at the rate of \$14.45 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 messuage, tenement and tract of land situate, lying and being in the Borough of Chester Hill, in the County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe corner on line of Robert R. and Ethel E. Granville, C.L. Mann and George Gardner (now Sharpless); thence along line of George Gardner (now Sharpless) North fifty-eight degrees Twenty-seven minutes East a distance of Eighty-five feet to a corner on the western side of Decatur Street; thence along the western side of Decatur Street South Thirty-two degrees Twenty-six minutes East a distance of Seventy-six feet to a corner on line of J.A. and P.L. McDannel; thence along line of J.A. and P.L. McDannel South Fifty-eight degrees Twenty-seven minutes West a distance of Eighty-five feet to a corner on line of Robert R. and Ethel E. Granville, of which this is a part; thence along line of Robert R. and Ethel E. Granville, North Thirty-two degrees Twenty-six minutes West a distance of Seventy-six feet to an iron pipe corner, the place of BEGINNING

PROPERTY BEING: 305 DECATUR STREET

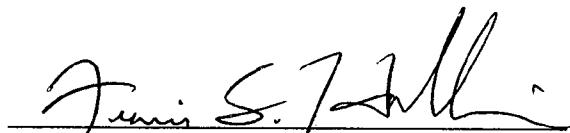
This transfer is a transfer from father to son and is therefore exempt from Pennsylvania Realty Transfer Tax.

BEING the same premises which Thomas Harley and Sandra Harley, H&W granted and conveyed unto John P. Hardy, by deed dated November 29, 1995 and recorded in Clearfield County Record Book 1726, Page 338.

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 on 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 his 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 falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 7/29/15

AFFIDAVIT OF SERVICE - Clearfield COUNTY(MMT)

PLAINTIFF **Washington Mutual Bank, F.A.**

NO. 05-1128-CD

DEFENDANT **J.T. Hardy A//K/A John Hardy A/K/A
J. Todd Hardy A/K/A John Todd Hardy**

SERVE AT: **120 Huntington Hills Lane
Fredericksburg, VA 22401**

TYPE OF ACTION
 Mortgage Foreclosure
 Civil Action
File Number 120244

SERVED

Served and made known to J.T. Hardy A//K/A John Hardy A/K/A J. Todd Hardy A/K/A John Todd Hardy
Defendant on the 31st day of August, 2005 at 8:57 o'clock, P. M., at
120 Huntington Hills Lane, Fredericksburg, VA 22401,
City in the manner described below:

Defendant personally served.
 Adult family member with whom Defendant(s) reside(s).
Relationship is _____.
 Adult in charge of Defendant's residence who refused to give name/relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s)
 Agent or person in charge of Defendant's office or usual place of business.
 and officer of said defendant company.
 Other: _____.

I, Clark Reynolds, a competent adult, being duly sworn according to law, depose and state that I personally handed to John T. Hardy a true and correct copy of the Mortgage Foreclosure and Civil Action issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
Before me this 2nd day
Of September 2005

Notary: Linda L. Wiggins

Served By:



NOT SERVED

On the _____ day of _____, 20____, at _____ o'clock

____. M., Defendant NOT FOUND because:

____ Moved _____ Unknown _____ No Answer _____ Vacant
Other: _____

Sworn to and subscribed

Before me the _____ day
Of _____, 20____.

Notary:

Not Served By: _____

Phelan Hallinan & Schmieg, LLP

Attorneys For Plaintiff

Francis S. Hallinan, Esquire - I.D.#62695
Suite 1400- One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103-1799
(215)563-7000

10/12/2005
m/12/2005
SEP 22 2005
NOCC
JW
m/12/2005
SEP 22 2005
JW

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

100710

WASHINGTON MUTUAL BANK, F.A.

Case # 05-1128-CD

vs.

J.T. HARDY a/k/a JOHN HARDY a/k/a J. TODD HARDY a/k/a JOHN TODD HARDY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 19, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO J.T. HARDY AKA JOHN HARDY AKA J. TODD HARDY AKA JOHN TODD HARDY, DEFENDANT. 305 Decatur St., Philipsburg, Pa "EMPTY".

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	443559	10.00
SHERIFF HAWKINS	PHELAN	443588	26.96

Sworn to Before me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

01207/00
DEC 19 2005
V

Chester A. Hawkins
Prothonotary, Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
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FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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COURT OF COMMON PLEAS

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TERM

NO. 05-1128-CD

CLEARFIELD COUNTY

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A/K/A JOHN HARDY
A/K/A J. TODD HARDY
A/K/A JOHN TODD HARDY
305 DECATUR STREET
PHILIPSBURG, PA 16866

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

AUG 03 2005

Attest

John J. Harman
Prothonotary/
Clerk of Courts

Defendant

**CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE**

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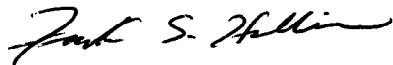
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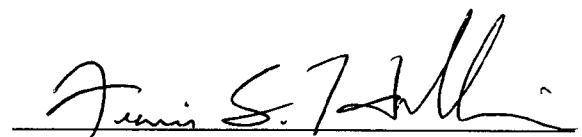
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Attorney for Plaintiff

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