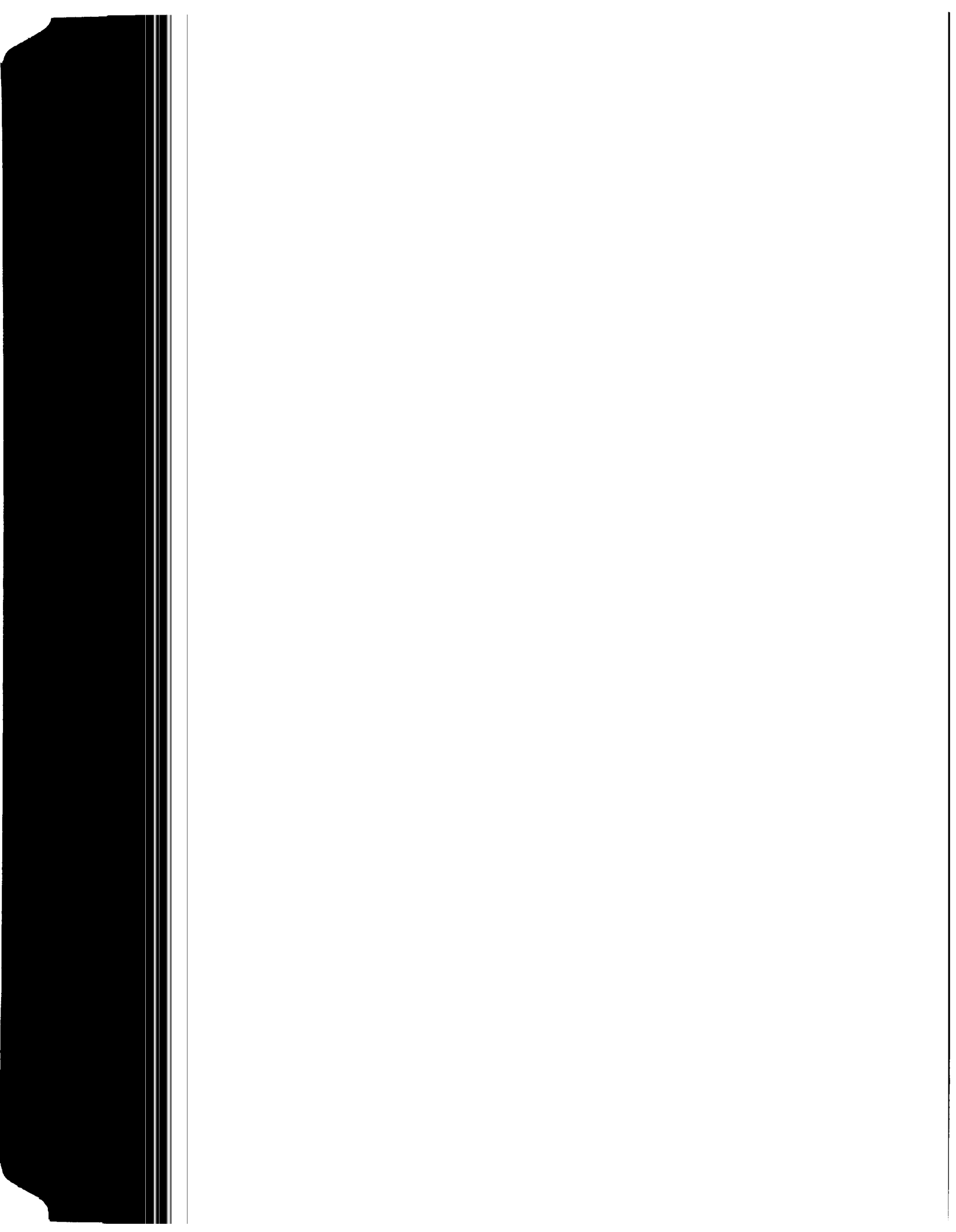


05-1128-CD

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

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

Defendant

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

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

Not hereby certified to be a true and correct copy of the original of record

Prothonotary Clerk of Courts

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1128-CD

CLEARFIELD COUNTY

100 SHFF  
M/23761 Any pd.  
AUG 03 2005 JF 8500

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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.

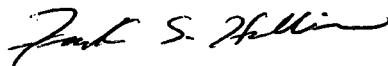
6. The following amounts are due on the mortgage:

Principal Balance	\$53,412.61
Interest	2,225.30
03/01/2005 through 08/01/2005 (Per Diem \$14.45)	
Attorney's Fees	1,250.00
Cumulative Late Charges	144.60
08/09/2000 to 08/01/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 57,582.51
Escrow	
Credit	- 71.73
Deficit	0.00
Subtotal	<u>\$- 71.73</u>
<b>TOTAL</b>	<b>\$ 57,510.78</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.

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

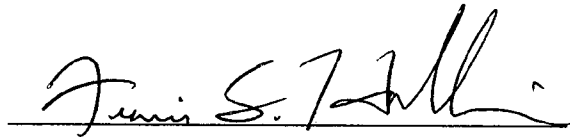
This transfer is a transfer from father to son and is therefore exempt from Pennsylvania Realty Transfer Tax.

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**

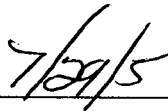
FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant 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.

A handwritten signature in black ink, appearing to read "Francis S. Hallinan", written over a horizontal line.

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: \_\_\_\_\_

A handwritten date "7/29/15" written in black ink over a horizontal line.



**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**

**TYPE OF ACTION**

**XX Mortgage Foreclosure**

**XX Civil Action**

**File Number 120244**

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

**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: Clark Reynolds

**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

SEP 22 2005

Prothonotary of Courts

# 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

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

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamer*

Chester A. Hawkins  
Sheriff

DEC 19 2005

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  
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PHILADELPHIA, PA 19103  
(215) 563-7000

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ATTORNEY FOR PLAINTIFF

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

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1128-CD

CLEARFIELD COUNTY

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

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

AUG 03 2005

Attest

*[Signature]*  
Prothonotary/  
Clerk of Courts

Defendant

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

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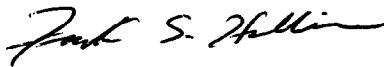
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03/01/2005 through 08/01/2005 (Per Diem \$14.45)	
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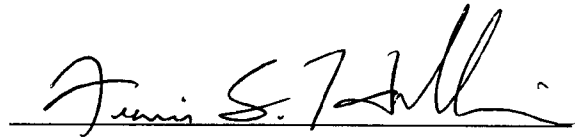
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**VERIFICATION**

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 .

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Attorney for Plaintiff

DATE: 7/29/15