

Chase Home Finance vs Paul M. Cowder  
2005-1249-CD

05-1249-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

CHASE HOME FINANCE LLC, S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
3415 VISION DRIVE  
COLUMBUS, OH 43219

Plaintiff

v.

PAUL M. COWDER  
BOX12 STATE RT 2024 OLD ERIE PLACE  
WEST DECATUR, PA 16878-0000

Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 05-1249-CD

CLEARFIELD COUNTY

FILED *5* *100*  
*mA:51801* Shff  
AUG 19 2005 *Atty pd.*  
William A. Shaw 85.00  
Prothonotary/Clerk of Courts

**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. Meholick, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> 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

CHASE HOME FINANCE LLC, S/B/M TO CHASE  
MANHATTAN MORTGAGE CORPORATION  
3415 VISION DRIVE  
COLUMBUS, OH 43219

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

PAUL M. COWDER  
BOX12 STATE RT 2024 OLD ERIE PLACE  
WEST DECATUR, PA 16878-0000

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

3. On 03/22/2002 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: 200204704.
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 05/01/2005 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	\$51,702.38
Interest	1,549.85
04/01/2005 through 08/17/2005	
(Per Diem \$11.15)	
Attorney's Fees	1,250.00
Cumulative Late Charges	142.49
03/22/2002 to 08/17/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 55,194.72
Escrow	
Credit	- 343.43
Deficit	0.00
Subtotal	<u>\$- 343.43</u>
<b>TOTAL</b>	<b>\$ 54,851.29</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 \$ 54,851.29, together with interest from 08/17/2005 at the rate of \$11.15 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

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

## **LEGAL DESCRIPTION**

ALL that certain lot, piece or parcel of ground situate, lying and being in the Township of Boggs, County of Clearfield and State of Pennsylvania, more fully bounded and described as follows:

BEGINNING at a point on line of old Erie Turnpike and corner of lot, now or formerly, of W.A. Kline; thence south along line, now or formerly, of said Kline and S.M. Jones two hundred (200) feet, more or less to line, now or formerly, of Andrew Forrish (now or formerly of Richard Millner); thence West along line of said Millner to Township Road; thence North along line of said road two hundred (200) feet more or less, to line of old Erie Turnpike; thence East along line of said Turnpike two hundred (200) feet, more or less, to a post and place of beginning. Containing one (1) acre, more or less.

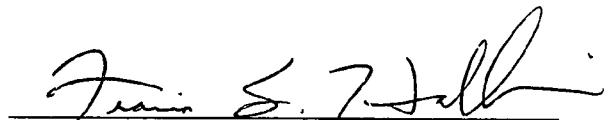
BEING the same premises, the title to which became vested in Paul M. Cowder and Phyllis K. Cowder by Deed of the Estate of Jennie May Meas dated June 6, 1972 and recorded in Clearfield County Deed Book 600, page 179. Phyllis K. Cowder died 3/13/2001, thereby vesting complete title in Paul M. Cowder by operation of law.

PROPERTY BEING: BOX 12 STATE ROUTE 2024 OLD ERIE PLACE

**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: 8/17/5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100747  
NO: 05-1249-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC, S/B/M/ TO CHASE MANHATTAN MORTGAGE CORPORATION  
vs.  
DEFENDANT: PAUL M. COWDER

SHERIFF RETURN

NOW, August 25, 2005 AT 8:52 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL M. COWDER DEFENDANT AT BOX 12 STATE RT. 2024 OLD ERIE PIKE, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO Verna Batchelder, MOTHER IN LAW, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED  
01302005  
DEC 22 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	446790	10.00
SHERIFF HAWKINS	PHELAN	446859	26.91

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
by *Marilyn Hunter*  
Chester A. Hawkins  
Sheriff