

05-1276-CD

Wells Fargo et al vs Andrew T. Mandel

Wells Fargo Bank et al vs Andrew Mandel
2005-1276-CD

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR MERRILL LYNCH MORTGAGE
INVESTORS TRUST MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2004-OPT1
6501 IRVINE CENTER DRIVE
IRVINE, CA 92618

Plaintiff

v.

ANDREW T. MANDEL
2501 KYLERTOWN-DRIFTING HIGHWAY
A/K/A P.O. BOX 41
KYLERTOWN, PA 16847-0041

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-1276-C

CLEARFIELD COUNTY

FILED *cc*
m 13 13 04 Shaff
AUG 22 2005 Atty pd
William A. Shaw
Prothonotary/Clerk of Courts
185.00

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

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE
FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST
MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES
2004-OPT1
6501 IRVINE CENTER DRIVE
IRVINE, CA 92618

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

ANDREW T. MANDEL
2501 KYLERTOWN-DRIFTING HIGHWAY
A/K/A P.O. BOX 41
KYLERTOWN, PA 16847-0041

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

3. On 04/05/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to OPTION ONE MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200405466. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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	\$95,747.95
Interest	2,964.00
02/01/2005 through 08/19/2005	
(Per Diem \$14.82)	
Attorney's Fees	1,250.00
Cumulative Late Charges	134.12
04/05/2004 to 08/19/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 100,646.07
Escrow	
Credit	-55,494.63
Deficit	0.00
Subtotal	<u>\$- 55,494.63</u>
TOTAL	\$ 45,151.44

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 \$ 45,151.44, together with interest from 08/19/2005 at the rate of \$14.82 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 parcel of land, with improvements thereon, situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stake corner on the West right-of-way line of State Highway Route 53 leading from Kylertown to Drifting, said right-of-way line being thirty (30.0) feet from the centerline thereof, said corner is located on the line of lands now or formerly of Gust Fisch, thence by the lands now or formerly of Gust Fisch, North two degrees zero minutes East (N 2 degrees 00 minutes E) six hundred eleven and four tenths (611.4) feet to a stone corner of lands now or formerly of Howard G. and Alice J. Brown, thence by said land now or formerly of Brown, South eighty-eight degrees zero minutes East (S 88 degrees 00 minutes E) two hundred eight (208.0) feet to a stone corner (there but not in place), thence still by lands now or formerly of Brown, South no degrees thirty-nine minutes West (S 0 degrees 39 minutes W) six hundred thirty-five (635) feet to a stake corner on the right-of-way line of said Rout 53, thence by said right-of-way line the following two courses and distances, North eighty degrees fifty-two minutes West (N 80 degrees 52 minutes W) one hundred twenty-four and three tenths (124.3) feet to a stake corner, thence North eighty-three degrees thirty minutes West (N 83 degrees 30 minutes W) one hundred (100.00) feet to a stake corner and place of beginning. Containing 3.10 acres.

EXCEPTING AND RESERVING such exceptions and reservations as are contained in the chain of title.

ALSO EXCEPTING AND RESERVING From the said parcel all of the coal and minerals as having been heretofore excepted and reserved by prior owners or conveyed by prior owners to other parties.

BEING the same premises conveyed to the Grantors herein by deed of Howard George Brown and Alice Jeanne Brown dated January 8, 1976 and recorded in Clearfield County Deed Book 712, page 127.

PREMISES: 2501 KYLERTOWN A/K/A PO BOX 41

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: 8/19/15

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100754
NO: 05-1276-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK
vs.
DEFENDANT: ANDREW T. MANDEL

SHERIFF RETURN

NOW, September 01, 2005 AT 2:23 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANDREW T. MANDEL DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW T. MANDEL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

FILED
01/3 '30 AM
DEC 27 2005
WAS

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	447337	10.00
SHERIFF HAWKINS	PHELAN	447366	31.15

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

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