

05-1622-CD
GMAC vs Kevin Carpin al

GMAC Mortgage vs. Kevin Carpin et al
2005-1622-CD

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE CORPORATION
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

Plaintiff

v.

KEVIN G. CARPIN
LAURIE CARPIN
A/K/A LAURIE PHILLIPS
801 NORTH FRONT STREET
PHILLIPSBURG, PA 16866

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

**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

GMAC MORTGAGE CORPORATION
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

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

KEVIN G. CARPIN
LAURIE CARPIN
A/K/A LAURIE PHILLIPS
801 NORTH FRONT STREET
PHILLIPSBURG, PA 16866

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

3. On 04/20/1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to EQUIFIRST CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 199906450. By Assignment of Mortgage recorded 07/27/1999 the mortgage was Assigned To BANC ONE FINANCIAL SERVICES, INC. which Assignment is recorded in Assignment Of Mortgage Instrument No: 199912333. Said (Assignment of) Mortgage was re-recorded on 10/18/2004 in (Assignment of) Mortgage Instrument No: 200416975. 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 05/26/2005 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	\$62,308.23
Interest	3,316.25
04/26/2005 through 10/17/2005 (Per Diem \$18.95)	
Attorney's Fees	1,250.00
Cumulative Late Charges 04/20/1999 to 10/17/2005	88.95
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 67,513.43
Escrow	
Credit	0.00
Deficit	1,529.97
Subtotal	<u>\$ 1,529.97</u>
TOTAL	\$ 69,043.40

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 \$ 69,043.40, together with interest from 10/17/2005 at the rate of \$18.95 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: 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 Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the South side of the State Highway leading from Phillipsburg to Clearfield where the dike along the Moshannon creek cuts or intersect said South line of said State Highway, said point being a distance of forty (40) feet from the Clearfield-Centre County Line; thence South thirty-three degrees thirty-three minutes West (S 33 degrees 33 minutes W) along the line of said dike a distance of three hundred sixty-three and one-half (363. 5) feet to a stake on the North line of the right-of-way of the Pennsylvania Railroad; thence along the line of the said right-of-way North thirty-seven degrees fifty-two minutes West (N 37 degrees 52 minutes W) a distance of seventy-five and one-half (75 1/2) feet to a stake; thence North thirty degrees fifty minutes East (N 30 degrees 50 minutes E) along the line of lands now or formerly of Bernard Steiner, a distance of three hundred forty-four (344) feet to a stake on the South side to the aforesaid State Highway; thence along the line of the same South fifty-nine degrees forty-five minutes East (S 59 degrees 45 minutes E) a distance of eighty-nine (89) feet to a stake and the place of beginning.

BEING the same premises which became vested in Dennis G. Carpin by deed of Germanus S. Carpin and Lois Carpin, dated May 11, 1988 and recorded in Clearfield County Deed Book 1236, page 122.

PROPERTY BEING: 801 NORTH FRONT STREET

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: 10/14/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100922
NO: 05-1622-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE CORPORATION
VS.
DEFENDANT: KEVIN G. CARPIN & LAURIE CARPIN

SHERIFF RETURN

NOW, November 03, 2005 AT 9:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN G. CARPIN DEFENDANT AT 801 N. FRONT ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURIE CARPIN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
01/10/2006
FEB 10 2006
LSN
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100922
NO: 05-1622-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE CORPORATION
VS.
DEFENDANT: KEVIN G. CARPIN & LAURIE CARPIN

SHERIFF RETURN

NOW, November 03, 2005 AT 9:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE CARPIN aka LAURIE PHILLIPS DEFENDANT AT 801 N. FRONT ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURIE CARPIN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100922
NO: 05-1622-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE CORPORATION
vs.
DEFENDANT: KEVIN G. CARPIN & LAURIE CARPIN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	458596	20.00
SHERIFF HAWKINS	PHELAN	458596	55.04

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Maelyn Harris
Chester A. Hawkins
Sheriff

PHÈLAN HALLINAN & SCHMIEG, LLP
BY: FRANCIS S. HALLINAN, ESQUIRE
Identification No. 62695
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

GMAC Mortgage Corporation

Plaintiff

: Court of Common Pleas
Civil Division

vs.

: Clearfield County

Kevin G. Carpin
Laurie Carpin

Defendant(s)

: No. 05-1622-CD

PHS# 124150

PRAECLYPE

TO THE PROTHONOTARY:

Please mark the above referenced case Discontinued and Ended without prejudice.

Please mark the above referenced case Settled, Discontinued and Ended.

Please mark Judgments satisfied and the Action settled, discontinued and ended.

Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

Please withdraw the complaint and mark the action discontinued and ended without prejudice.

FILED
APR 27 2007
11:30 AM

William A. Shaw
Prothonotary/Clerk of Courts

No CC

Date: 4/20/07

Francis S. Hallinan
Francis S. Hallinan, Esquire
Attorney for Plaintiff

Cert. of Disc. OK
to Atty OK

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

GMAC Mortgage Corporation

Vs. **No. 2005-01622-CD**
Kevin G. Carpin and Laurie Carpin

CERTIFICATE OF DISCONTINUATION

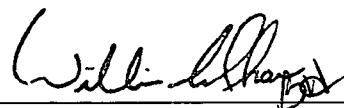
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 27, 2007, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of April, A.D. 2007.



William A. Shaw, Prothonotary