

05-1756-CD
Washington Mut. Bank vs Kathie A. King

Washington Mutual vs Kathie King
05-1756-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

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. 2005-1756-C0

CLEARFIELD COUNTY

KATHIE A. KING
2201 AMBASSADOR ROAD
ALBUQUERQUE, NM 87112

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

FILED

NOV 09 2005

m 12:15 | wa. (Pm)

William A. Shaw
Prothonotary

1 cent TO SHFF

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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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
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

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:

KATHIE A. KING
2201 AMBASSADOR ROAD
ALBUQUERQUE, NM 87112

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

3. On 08/15/2003 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: 200315280.
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:

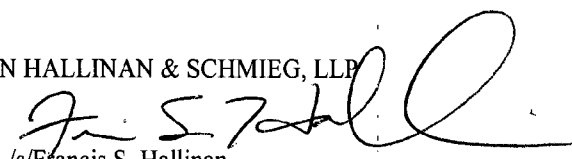
Principal Balance	\$64,092.58
Interest	2,101.68
03/01/2005 through 11/07/2005 (Per Diem \$8.34)	
Attorney's Fees	1,250.00
Cumulative Late Charges	187.88
08/20/2003 to 11/07/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 68,182.14
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 68,182.14

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.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 68,182.14, together with interest from 11/07/2005 at the rate of \$8.34 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 place or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point at the northeast corner of lands now or formerly of Raymond U. Colgan;

THENCE, North 53 degrees 35 minutes East, 106.88 feet to a point, said point also being the northeast corner of lands now or formerly of Donald Petrick;

THENCE, South 36 degrees 25 minutes East, 150.00 feet to a point at the edge of Freedom Road;

THENCE, along the edge of said road, South 53 degrees 35 minutes West, 106.88 feet to a point;

THENCE, North 36 degrees 25 minutes West, 150.00 feet to the point of beginning.

BEING known as Lot Number 22 in the Liberty Hills Plat of Lots and containing 16,032 square feet.

EXCEPTING AND RESERVING the gas and oil thereunder, a 10-foot right of way along all boundaries for public water lines, electric lines, and public sewage, and subject to other reservations and restrictions as may appear of record.

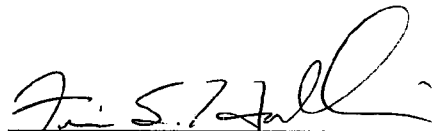
BEING the same premises conveyed by Harry L. Mowrey and Florence A. Mowrey to Sarah King by Deed dated November 8, 1973 and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 666, page 030.

PROPERTY BEING: RR 1 BOX 132

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: 11/7/05

FILED

NOV 09 2005

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100992**

WASHINGTON MUTUAL BANK

Case # 05-1756-CD

vs.

KATHIE A. KING

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW February 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KATHIE A. KING, DEFENDANT. MOVED TO NEW MEXICO.

SERVED BY: /

FILED

013:49:01
FEB 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	462723	10.00
SHERIFF HAWKINS	PHELAN	462724	32.43

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 2005-1756-C0

CLEARFIELD COUNTY

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2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

File #: 120363

NOV 09 2005

Attest.

William L. Pheasant
Prothonotary/
Clerk of Courts

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By:  /s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

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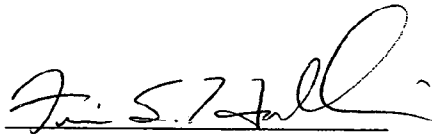
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Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 11/7/05

PHELAN HALLINAN & SCHMIEG, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Washington Mutual Bank, F.A.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Kathie A. King

Defendant(s)

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 2005-1756-CO

PRAECIPE

TO THE PROTHONOTARY:

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

 X 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.

Date:

09/28/06

Francis S. Hallinan

Francis S. Hallinan
Attorney for Plaintiff

PHS # 120363

FILED 1cc + 1cc of
disc issued to
M/9:00 am
OCT 03 2006
Atty Hallinan
copy to C/A
William A. Shaw
Prothonotary Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

215-563-7000

Fax: 215-563-4491

victoria.snigareva@fedphe.com

Victoria Snigareva- Ext. 1363
Litigation Department

Representing Lenders in
Pennsylvania and New Jersey*

September 28, 2006

Office of the Prothonotary
Clearfield County
One North 2nd Street
Clearfield, PA 16830

RE: Washington Mutual Bank, F.A. vs. Kathie A. King
Clearfield County, CCP, No. 2005-1756-CO

Dear Sir/Madam:

Enclosed for filing is Plaintiff's Praecipe. Please file the Praecipe and return a time-stamped copy of each in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Very truly yours,



Victoria Snigareva, Legal Assistant
encl.

* Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of lien against property.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Washington Mutual Bank F.A.

Vs.

No. 2005-01756-CD

Kathie A. King

CERTIFICATE OF DISCONTINUATION

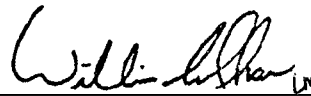
Commonwealth of PA
County of Clearfield

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 October 3, 2006, marked:

Settled, discontinued and ended

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 3rd day of October A.D. 2006.



William A. Shaw, Prothonotary