

06-22-CD
Wachovia Bank NA vs Shane R. Nevling et al

Wachovia Bank et al vs Shane Nevling et al
2006-22-CD

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101135**

WACHOVIA BANK, N.A.

Case # **06-22-CD**

VS.

SHANE R. NEVLING and MELISSA K. NEVLING

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 16, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SHANE R. NEVLING, DEFENDANT. 312 W. CHERRY ST., CLEARIFELD, PA. "EMPTY".

SERVED BY: /

FILED
02:47 PM
MAY 16 2006
William A. Shroy
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

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SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101135
NO: 06-22-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.

vs.

DEFENDANT: SHANE R. NEVLING and MELISSA K. NEVLING

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VITTI	27813	20.00
SHERIFF HAWKINS	VITTI	27813	21.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,




Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK, N.A, AS
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,
Assignee of PENNSYLVANIA
HOUSING FINANCE AGENCY,
Assignee of JERSEY SHORE STATE
BANK

Plaintiff,

vs.

SHANE R. NEVLING and MELISSA K.
NEVLING

Defendants.

CIVIL DIVISION

NO. 06-22-CD

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

FILED

JAN 06 2008

Atty pd.
85.00

2cc shff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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Plaintiff,)	NO:
vs.)	
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**PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 - EXT. 20**

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff by its attorneys, Louis P. Vitti and Associates, P.C. and Louis P. Vitti, Esquire, and pursuant to the Pennsylvania Rules of Civil Procedure Numbers 1141 through 1150, for its Complaint in Mortgage Foreclosure, sets forth the following:

1. The Plaintiff is a corporation duly authorized to conduct business within the laws of the Commonwealth of Pennsylvania, having a principal place of business located at 211 North Front Street, Harrisburg PA 15057.

2. The Defendant(s) is/are individuals with a last known mailing address of 312 W. Cherry Street, Clearfield, PA 16830. The property address is **312 W. Cherry Street, Clearfield PA 16830** and is the subject of this action.

3. On the 3rd day of July, 2002, in consideration of a loan of Fifty Five Thousand Five Hundred and 00/100 (\$55,500.00) Dollars made by Jersey Shore State Bank, a PA corporation, to Defendant(s), the said Defendant(s) executed and delivered to Jersey Shore State Bank, a PA corporation, a "Note" secured by a Mortgage with the Defendant(s) as mortgagor(s) and Jersey Shore State Bank, as mortgagee, which mortgage was recorded on the 3rd day of July, 2002, in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200210566. The said mortgage is incorporated herein by reference thereto as though the same were set forth fully at length.

4. The premises secured by the mortgage are:

SEE EXHIBIT "A" ATTACHED HERETO.

5. On the 3rd day of July, 2002, Jersey Shore State Bank, a PA corporation, assigned to the Plaintiff, Pennsylvania Housing Finance Agency, the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on the 3rd day of July, 2002 at Instrument No. 200210567. The said assignment is incorporated herein by reference.

6. Subsequent thereto, Pennsylvania Housing Finance Agency corporation, assigned to the Plaintiff, Wachovia Bank, N.A., et al., the said mortgage, that assignment being recorded in the Office of the Recorder of Deeds of Clearfield County and the said assignment is incorporated herein by reference.

7. Said mortgage provides, inter alia:

"that when as soon as the principal debt secured shall become due and payable, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment, keeping and performance by the mortgagor of any of the terms, conditions or covenants of the mortgage or note, it shall be lawful for mortgagee to bring an Action of Mortgage Foreclosure, or other proceedings upon the mortgage, of principal debt, interest and all other recoverable sums, together with attorney's fees."

8. Since July 1, 2005, the mortgage has been in default by reason, inter alia, of the failure of the mortgagor(s) to make payments provided for in the said mortgage (including principal and interest) and, under the terms of the mortgage, the entire principal sum is due and payable.

9. In accordance with the appropriate Pennsylvania Acts of Assembly and the Pennsylvania Rules of Civil Procedure, the mortgagor(s) has been advised in writing of the mortgagees intention to foreclose. The appropriate time period has elapsed since the Notice of Intention to Foreclose has been served upon the mortgagor(s).

Netting

ALL that certain lot or parcel of ground together with all improvements thereon, situate now in the Borough of Clearfield, Clearfield County, Pennsylvania, formerly situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on West Cherry Street and corner of an alley; thence along line of said West Cherry Street North one hundred twenty-one (121) feet to private alley now or formerly of Julia Hamilton; thence along line of said private alley Southwest one hundred fifty (150) feet to post on alley; thence by line of same north forty-five (45) degrees eleven (11) minutes East one hundred ninety-eight and ten twelfths (198 10/12) feet to place of beginning.

Being Further Identified as Clearfield County Tax Map No. 4.1-K08-199- 0008.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200210567

RECORDED ON

JUL 03, 2002

9:41:12 AM

Total Pages: 2

RECORDING FEES - \$13.00

REORDER

COUNTY IMPROVEMENT \$2.00

UND

REORDER \$3.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$18.50

CUSTOMER

ABSOLUTE SETTLEMENT CO

EXHIBIT "A"

NEVLING

SCHEDULE OF AMOUNTS DUE UNDER MORTGAGE

Unpaid Principal Balance	53,491.71
Interest @ 6.1000% from 06/01/05 through 1/31/2006 (Plus \$8.9397 per day after 1/31/2006)	2,181.29
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Attorney's fee	2,674.59
Escrow deficit	<u>3,830.55</u>

(This figure includes projected additional charges that may be incurred by the Plaintiff and transmitted to the sheriff as charges on the writ prior to the date of the sheriff's sale)

BALANCE DUE 62,357.44

10. The amount due on said mortgage is itemized on the attached schedule.

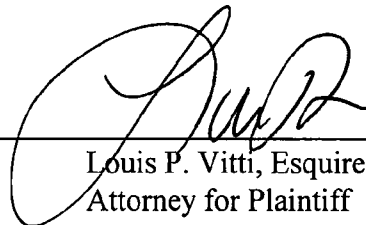
11. Pursuant to Pennsylvania Rule of Civil Procedure 1144, the Plaintiff releases from liability for the debt secured by the mortgage any mortgagor, personal representative, heir or devisee of the mortgagor who is not a real owner of the property as evidenced by the last recorded deed of record at the time of the filing of this Complaint.

WHEREFORE, pursuant to Pennsylvania Rule of Civil Procedure Number 1147(6), Plaintiff demands judgment for the amount due of Sixty Two Thousand Three Hundred Fifty Seven and 44/100 Dollars (\$62,357.44) with interest and costs.

Respectfully submitted,

LOUIS P. VITTI & ASSOC., P.C.

BY



Louis P. Vitti, Esquire
Attorney for Plaintiff

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. 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.



Anthony J. Julian
Director of Accounting & Loan Servicing

Date: 1/3/2006

FILED

JAN 06 2006

**William A. Shaw
Prothonotary/Clerk of Courts**

COPY

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WACHOVIA BANK, N.A, AS
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HOUSING FINANCE AGENCY,
Assignee of PENNSYLVANIA
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BANK

Plaintiff,

vs.

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NEVLING

Defendants.

CIVIL DIVISION

NO. *06-22-CD*

**COMPLAINT IN MORTGAGE
FORECLOSURE**

Code - MORTGAGE FORECLOSURE

Filed on behalf of
Plaintiff

Counsel of record for this
party:

Louis P. Vitti, Esquire
Supreme Court #01072

Louis P. Vitti & Assoc., P.C.
916 Fifth Avenue
Pittsburgh, PA 15219

(412) 281-1725

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

JAN 06 2006

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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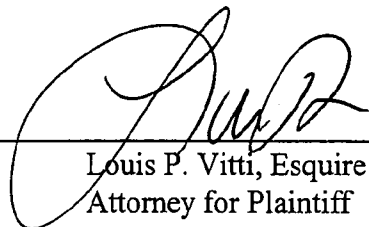
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NO. 06-22-CD

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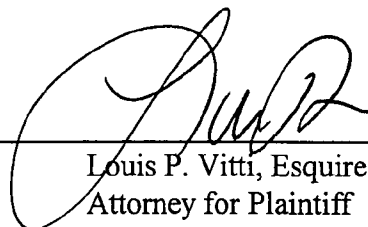
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Attorney for Plaintiff

VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. 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.



Anthony J. Julian
Director of Accounting & Loan Servicing

Date: _____

1/3/2006