

06-64-CD
Mort. Elec. Reg. System vs Keith

Netbank vs Keith Ball
2006-64-CD

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.

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff

v.

KEITH A. BELL
16 MORAVIAN STREET
GRASSFLAT, PA 16839

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-64-CD

CLEARFIELD COUNTY

FILED

m/11:41 am (in) No CC
JAN 13 2006 2CCShf

William A. Shaw
Prothonotary

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

1. Plaintiff is

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

COUNTRYWIDE HOME LOANS, INC.
7105 CORPORATE DRIVE
PLANO, TX 75024

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

KEITH A. BELL
16 MORAVIAN STREET
GRASSFLAT, PA 16839

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

3. On 02/23/2004 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: 200404363.
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 02/01/2005 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.

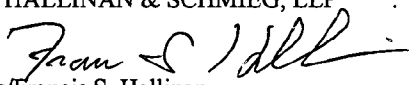
6. The following amounts are due on the mortgage:

Principal Balance	\$52,999.45
Interest	2,774.72
01/01/2005 through 01/12/2006 (Per Diem \$7.36)	.
Attorney's Fees	1,250.00
Cumulative Late Charges	152.53
02/23/2004 to 01/12/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 57,726.70
Escrow	
Credit	0.00
Deficit	1,475.48
Subtotal	<u>\$ 1,475.48</u>
TOTAL	\$ 59,202.18

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. Plaintiff hereby releases CARRIE A. WOLFORD, from liability for the debt secured by the mortgage.
11. By virtue of the death of CARRIE A. WOLFORD on 11/14/1998, Defendant KEITH A. BELL became sole owner of the mortgaged premises as surviving joint tenant with right of survivorship.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 59,202.18, together with interest from 01/12/2006 at the rate of \$7.36 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 those certain pieces or parcels of land situate in Copper Township, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

PARCEL A:

THE FIRST THEREOF:

BEGINNING at a post on line of rights of N.Y.C.R.R. by same North 43 degrees West sixty-six and one-half (66 1/2) feet to post; thence by lands of Andrew Beck 19 1/4 degrees East 202 feet to post in run; thence by lands of Andrew Neylon South 65 1/4 degrees East 91 1/2 feet to post; thence by lands of Swanson South 6 degrees West 117 feet to post; thence by lands of H.D. Johnson South 19 1/2 degrees West 137 feet to post and place of beginning. Containing fifty-seven one hundredths (57/100) of one acre.

THE SECOND THEREOF:

BEGINNING at a post by right-of-way of the Pleasant Hill Branch of the N.Y.C.R.R. West 47 3/4 degrees North 45 feet to post; thence by lands sold to Charles Henderson North 18 degrees East 183 and 5/10 feet to post; thence by lands of Neylon South 74 degrees East 45 feet to post; thence by same 19 1/4 degrees West 202 feet to post and point of beginning.

Containing 2/10 of one acre.

RESERVING however, all coal and other minerals, with the right to enter, mine and take away the same as heretobefore deeded to the Clearfield Bituminous Coal Corporation.

PARCEL B:

BEGINNING at a point on the Northern side of an old railroad grade and on line of Parcel 'A'; thence along line of Parcel 'A' N 36 degrees 17 minutes E a distance of 137.00 feet to a point; thence by same N 2 degrees 41 minutes W a distance of 117.00 feet to a point on the Southern side of an unnamed stream; thence along the Southern side of an unnamed stream S 51 degrees 17 minutes E a distance of 107.03 feet to a point; thence by same S 62 degrees 17 minutes E a distance of 40.85 feet to an iron pipe corner on the Western side of an old railroad grade; thence along the Western side of an old railroad grade by a curve to the left, having a radius of 630.00 feet, a distance of 280.30 feet, the long chord of which is S 35 degrees 49 minutes W a distance of 278.00 feet, to an iron pipe corner on the aforementioned Northern side of an old railroad grade; thence along the Northern side of an old railroad grade N 21 degrees 13 minutes W a distance of 90.12 feet to a point, the place of beginning. Containing .437 acres.

UNDER AND SUBJECT, nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, limitations, qualifications and conveyances out as are contained in all prior deeds of record in the chain of title.

BEING the same premises as were granted and conveyed unto Elizabeth Castiglia by deed of Andrew L. Krupa, et ux., dated February 5, 1981, entered for record in the Office for the Recording of Deeds in and for Clearfield County in Clearfield County Deed Book Vol. 826, page 195, on February 8, 1982.

PROPERTY BEING: 16 MORAVIAN 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 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: _____

1/12/6

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: 215-563-5534

Email: complaints@fedphe.com

*Representing Lenders in
Pennsylvania and New Jersey*

January 12, 2006

Office of the Prothonotary
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Re: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. vs. KEITH A. BELL

ACTION IN MORTGAGE FORECLOSURE

Dear Sir/Madam:

Enclosed are an original and 1 copies of a Civil Action in Mortgage Foreclosure relative to the above captioned matter for filing with your office. A check for filing has been attached in the amount of \$85.00. The sheriff's office advised our office on 01/12/06 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Nancy Velazquez at PH&S; please do not return the complaint to our office.

Please file the complaint and return your receipt to us in the enclosed stamped, self-addressed envelope, together with a time-stamped copy of the first page of the Complaint.

I would also appreciate your taking the additional copies of the Complaint, the check for service, and the enclosed service sheet(s) to the Office of the Sheriff for service on the defendant(s).

Thank you for your cooperation.

Very truly yours,



PHELAN HALLINAN & SCHMIEG, LLP
COMPLAINT DEPARTMENT

File #: 122048

FILED

JAN 13 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101164
NO: 06-64-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
vs.
DEFENDANT: KEITH A. BELL

SHERIFF RETURN

NOW, January 26, 2006 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEITH A. BELL DEFENDANT AT 16 MORAVIAN ST., GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRITTANY BELL, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / DEHAVEN

FILED
911:0581
MAR 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	474839	10.00
SHERIFF HAWKINS	PHELAN	474839	37.58

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

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

CO
ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-64-CD

Plaintiff

v.

CLEARFIELD COUNTY

KEITH A. BELL
16 MORAVIAN STREET
GRASSFLAT, PA 16839

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

JAN 13 2006

Defendant

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

5

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REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

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PLANO, TX 75024

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16 MORAVIAN STREET
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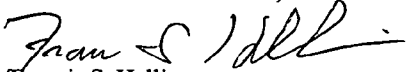
6. The following amounts are due on the mortgage:

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Subtotal	<u>\$ 1,475.48</u>
TOTAL	\$ 59,202.18

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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.
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PHELAN HALLINAN & SCHMIEG, LLP

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

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PROPERTY BEING: 16 MORAVIAN STREET

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FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

1/12/6

FILED

MAR 22 2006

William A. Shaw
Prothonotary/Clerk of Courts