

2006-1240-CD

PHH Mortgage et al vs Matthew Olson

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 138380

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION, F/K/A CENDANT
MORTGAGE CORPORATION,
D/B/A PHH MORTGAGE SERVICES
3000 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff

v.

MATTHEW A. OLSON
206 WITMER STREET
CLEARFIELD, PA 16830

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-1240-CD

CLEARFIELD COUNTY

FILED *at \$85.00 Atty
M/21/5cm NoCC
AUG - 2 2006 2cc Shff*

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE **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. 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

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE
CORPORATION, D/B/A PHH MORTGAGE SERVICES
3000 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

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

MATTHEW A. OLSON
206 WITMER STREET
CLEARFIELD, PA 16830

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

3. On 09/22/2005 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: 200515757.
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 04/01/2006 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	\$18,870.18
Interest	495.88
03/01/2006 through 08/01/2006	
(Per Diem \$3.22)	
Attorney's Fees	1,250.00
Cumulative Late Charges	47.54
09/22/2005 to 08/01/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 21,213.60
Escrow	
Credit	0.00
Deficit	296.61
Subtotal	<u>\$ 296.61</u>
TOTAL	\$ 21,510.21

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 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 \$ 21,510.21, together with interest from 08/01/2006 at the rate of \$3.22 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 piece, parcel or tract of land, together with the improvements thereon, situate in the Second Ward of the Borough of Curwensville, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Anderson Street and corner of twenty (20) foot alley; thence along said alley, South twenty-six degrees and thirty minutes East 180 feet to post and corner of another alley in the rear of the ground hereby conveyed; thence by said last mentioned alley, North sixty-three degrees and thirty minutes East 60 feet to post and corner of Lot No. 143; thence by said lot, North twenty-six degrees and thirty minutes West 180 feet to post on Anderson Street; thence by said Street, South sixty-three degrees and thirty minutes West 60 feet to post and the place of beginning, and known in the plot of South Curwensville Borough as Lot No. 142.

EXCEPTING AND RESERVING, therefrom, the parcel conveyed by J.H. Hockman and L. Pearl Hockman, his wife, to Carl C. Caldwell and Thelma H. Caldwell, his wife, by deed dated the 14th day of December, 1944 and recorded in Deed Book 363, Page 419.

Being Parcel No. 6.2-H10-294-3.

Being the same premises which C. Raymond Olson granted and conveyed to Matthew A. Olson, mortgagor herein, by deed dated September 2005 and intended to be recorded concurrently herewith.

PREMISES: 310 ANDERSON 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.

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.

21/00

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 8/1/16

FILED

AUG - 2 2006

William A. Shaw
Prothonotary

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*

August 1, 2006

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

Re: PHH MORTGAGE CORPORATION, ... vs. MATTHEW A. OLSON

ACTION IN MORTGAGE FORECLOSURE

Dear Sir/Madam:

Enclosed are an original and 2 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 08/01/06 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Sheena Garrett 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,


Sheena
PHELAN HALLINAN & SCHMIEG, LLP
COMPLAINT DEPARTMENT

File #: 138380

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101788
NO: 06-1240-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION, f/k/a CENDANT MORTGAGE CORP.
vs.
DEFENDANT: MATTHEW A. OLSON

SHERIFF RETURN

NOW, August 16, 2006 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MATTHEW A. OLSON DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MATTHEW OLSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
0/3/10 LM
AUG 18 2006

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101788**

PHH MORTGAGE CORPORATION, f/k/a CENDANT MORTGAGE CORP.

Case # **06-1240-CD**

vs.

MATTHEW A. OLSON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW August 17, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MATTHEW A. OLSON, DEFENDANT. 310 ANDERSON ST., CURWENSVILLE "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101788
NO: 06-1240-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION, f/k/a CENDANT MORTGAGE CORP.

vs.

DEFENDANT: MATTHEW A. OLSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	522982	20.00
SHERIFF HAWKINS	PHELAN	522982	33.34

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester Hawkins
by Marilyn Hearn

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

138380

PHH MORTGAGE CORPORATION, F/K/A CENDANT
MORTGAGE CORPORATION,
D/B/A PHH MORTGAGE SERVICES
3000 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff

v.

MATTHEW A. OLSON
206 WITMER STREET
CLEARFIELD, PA 16830

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

William A. Shaw
Prothonotary

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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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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

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

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

AUG - 2 2006

ATTORNEY FOR PLAINTIFF
Attest: *John Shaw*
Prothonotary/
Clerk of Courts

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-1240-CV

CLEARFIELD COUNTY

FILED

~~AUG - 2 2006~~

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

PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE
CORPORATION, D/B/A PHH MORTGAGE SERVICES
3000 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

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

MATTHEW A. OLSON
206 WITMER STREET
CLEARFIELD, PA 16830

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

3. On 09/22/2005 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: 200515757.
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 04/01/2006 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	\$18,870.18
Interest	495.88
03/01/2006 through 08/01/2006	
(Per Diem \$3.22)	
Attorney's Fees	1,250.00
Cumulative Late Charges	47.54
09/22/2005 to 08/01/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 21,213.60
Escrow	
Credit	0.00
Deficit	296.61
Subtotal	<u>\$ 296.61</u>
TOTAL	\$ 21,510.21

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 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 \$ 21,510.21, together with interest from 08/01/2006 at the rate of \$3.22 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 piece, parcel or tract of land, together with the improvements thereon, situate in the Second Ward of the Borough of Curwensville, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner on Anderson Street and corner of twenty (20) foot alley; thence along said alley, South twenty-six degrees and thirty minutes East 180 feet to post and corner of another alley in the rear of the ground hereby conveyed; thence by said last mentioned alley, North sixty-three degrees and thirty minutes East 60 feet to post and corner of Lot No. 143; thence by said lot, North twenty-six degrees and thirty minutes West 180 feet to post on Anderson Street; thence by said Street, South sixty-three degrees and thirty minutes West 60 feet to post and the place of beginning, and known in the plot of South Curwensville Borough as Lot No. 142.

EXCEPTING AND RESERVING, therefrom, the parcel conveyed by J.H. Hockman and L. Pearl Hockman, his wife, to Carl C. Caldwell and Thelma H. Caldwell, his wife, by deed dated the 14th day of December, 1944 and recorded in Deed Book 363, Page 419.

Being Parcel No. 6.2-H10-294-3.

Being the same premises which C. Raymond Olson granted and conveyed to Mtthew A. Olson, mortgagor herein, by deed dated September 2005 and intended to be recorded concurrently herewith.

PREMISES: 310 ANDERSON 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.

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.

21 Lee

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 8/1/16

FILED

AUG 18 2006

William A. Shaw
Prothonotary

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

ATTORNEY FOR PLAINTIFF

PHH Mortgage Corporation, f/k/a
Cendant Mortgage Corporation, d/b/a
PHH Mortgage Services

: Court of Common Pleas
: Civil Division

Plaintiff

vs.

Matthew A. Olson

: Clearfield County

Defendant(s)

: No. 06-1240-CD

PRAECIPE

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.

Date: 09/21/06

Francis S. Hallinan

Francis S. Hallinan
Attorney for Plaintiff

PHS # 138380

FILED *ICC & 1*
M 12:07 pm Cert of disc
SEP 25 2006 issued to
Atty Hallinan
William A. Shaw *copy CIA*
Prothonotary/Clerk of Courts

FILED

SEP 25 2006

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 21, 2006

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

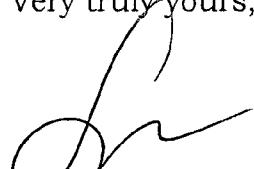
RE: PHH Mortgage Corporation, f/k/a Cendant Mortgage Corporation,
d/b/a PHH Mortgage Services vs. Matthew A. Olson, Clearfield County,
CCP, No. 06-1240-CD

Dear Sir/Madam:

Enclosed for filing is Plaintiff's Praeclipe. Please file the Praeclipe 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

**PHH Mortgage Corporation
Cendant Mortgage Corporation
PHH Mortgage Services**

Vs.
Matthew Allen Olson

No. 2006-01240-CD

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 September 25, 2006, 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 25th day of September A.D. 2006.



William A. Shaw, Prothonotary