

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

138797

ATTORNEY FOR PLAINTIFF

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

Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *06-1287-CD*

CLEARFIELD COUNTY

v.

DANIEL W. JOSEPHSON
RR 3 BOX 222B
PHILIPSBURG, PA 16866

Defendant

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

FILED *Any pd. 85.00*
m12:11:30
AUG 11 2006 *2cc Shff*

William A. Shaw
Prothonotary/Clerk of Courts

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

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

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

DANIEL W. JOSEPHSON
RR 3 BOX 222B
PHILIPSBURG, PA 16866

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

3. On 12/17/2004 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: 200606608.
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.

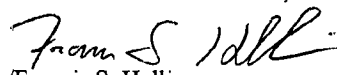
6. The following amounts are due on the mortgage:

Principal Balance	\$80,364.72
Interest	2,138.56
03/01/2006 through 08/10/2006 (Per Diem \$13.12)	
Attorney's Fees	1,250.00
Cumulative Late Charges	117.72
12/17/2004 to 08/10/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 84,421.00
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 84,421.00

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 \$ 84,421.00, together with interest from 08/10/2006 at the rate of \$13.12 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 TWO (2) CERTAIN lots or pieces of ground situate, lying and being in the Township of Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at the southeastern corner of Showalter lands; thence north sixty-two (62) degrees east twenty-five (25) perches to corner of Showalter; thence north along said Showalter lands twenty-eight (28) degrees west forty (40) perches to corner of Showalter; thence south along said Showalter lands sixty-two (62) degrees west twenty-five (25) perches to corner common to Showalter and Hale lands; thence along said Hale lands and lands of Jacob Test south twenty-eight (28) degrees east forty (40) perches to common corner of Test, and Showalter and Hale lands and the place of BEGINNING.

THE SECOND THEREOF:

BEGINNING at a post in the center of Township Road on line between lands of Casanova and Showalter; thence south 75 degrees 25 minutes west eight hundred sixty-one (861) feet along the center of said Township Road; thence south 79 degrees 50 minutes west four hundred twelve (412) feet along the center line of said road; thence north 78 degrees 05 minutes west eighty-one (81) feet along center line of said road; thence north 64 degrees 20 minutes east four hundred twelve and five tenths ($412 \frac{5}{10}$) feet to a post; thence south 87 degrees 42 minutes west four hundred fifteen (415) feet to a post; thence north 25 degrees west six hundred fifty-seven and one tenth ($657 \frac{1}{10}$) feet to a post; thence 63 degrees 17 minutes east thirteen hundred fifty-four (1,354) feet to a post; thence south 24 degrees east seventeen hundred fifty-three (1,753) feet to a post and the place of BEGINNING.

PROPERTY BEING: RR 3 BOX 222B

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.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 8/10/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101809
NO: 06-1287-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.
vs.
DEFENDANT: DANIEL W. JOSEPHSON

SHERIFF RETURN

NOW, August 15, 2006 AT 1:06 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL W. JOSEPHSON DEFENDANT AT 2661 SIX MILE ROAD aka RR#3 BOX 222B, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANIEL W. JOSEPHSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
0/2:20 cm
AUG 17 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101809
NO: 06-1287-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.
vs.
DEFENDANT: DANIEL W. JOSEPHSON

SHERIFF RETURN

NOW, August 15, 2006 AT 1:06 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL W. JOSEPHSON DEFENDANT AT 2661 SIX MILE ROAD, PHILISBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANIEL W. JOSEPHSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101809
NO: 06-1287-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.
vs.
DEFENDANT: DANIEL W. JOSEPHSON

SHERIFF RETURN

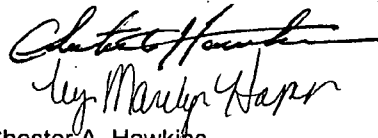
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	525996	20.00
SHERIFF HAWKINS	PHELAN	525996	38.24

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

Countrywide Home Loans, Inc.

: Court of Common Pleas
: Civil Division

Plaintiff

vs.

: Clearfield County

Daniel W. Josephson

: No. 06-1287-CD

Defendant(s)

PRAECIPE

TO THE PROTHONOTARY:

 X 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:

09/19/06

Francis S. Hallinan

Francis S. Hallinan
Attorney for Plaintiff

PHS # 138797

FILED

SEP 22 2006

W/ 1:20 PM

William A. Shaw
Prothonotary/Clerk of Courts

1 SENT TO ATT
W SENT OF DIS
COPY TO C/D

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

Countrywide Home Loans, Inc.

Vs.

No. 2006-01287-CD

Daniel W. Josephson

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 22, 2006, marked:

Discontinued and Ended without prejudice

Record costs in the sum of \$143.24 have been paid in full by Phelan Hallinan & Schmieg.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of September A.D. 2006.

William A. Shaw, Prothonotary