

06-2004-CD

PHH Mortg. Vs Carrie L. Kipp al

PHH Mortgage vs Carrie Kipp
2006-2004-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

144740

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff

v.

CARRIE L. KIPP
A/K/A CARRIE L. WILLIAMS
216 SPRUCE STREET
MADERA, PA 16661

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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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 Atty pd. 8500
12/1/2006 2:00 PM Shff
DEC 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-2004-CD

CLEARFIELD COUNTY

**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),
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1. Plaintiff is

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

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

3. On 08/04/2005 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ASA NOMINEE FOR FIRST COMMONWEALTH BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200512369. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 08/01/2006 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	\$50,527.49
Interest	1,395.36
07/01/2006 through 11/30/2006	
(Per Diem \$9.12)	
Attorney's Fees	1,250.00
Cumulative Late Charges	48.33
08/04/2005 to 11/30/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 53,771.18
Escrow	
Credit	0.00
Deficit	95.68
Subtotal	<u>\$ 95.68</u>
TOTAL	\$ 53,866.86

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 \$ 53,866.86, together with interest from 11/30/2006 at the rate of \$9.12 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: Francis S. Hallinan
/s/ Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

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BEGINNING at a post corner between Lots Nos. 33 and 32 in the John W. Alexander addition to the Village of Madera, Clearfield County, Pennsylvania on the North side of Spruce Street; thence along boundary line of said lot North 20 degrees East 150 feet to an alley; thence along said alley South 20 degrees East 50 feet to corner of Lots Nos. 32 and 31; thence along dividing line of said lots South 20 degrees West 150 feet to corner of Lots Nos. 32 and 31 on Spruce Street; thence along line of Spruce Street 50 feet to place of BEGINNING.

BEING known and numbered on said Plan as Lot No. 32.

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BEING ALSO, the same premises acquired by Margaret Capatch, the wife of Frank Capatch, upon the death of Frank Capatch.

BEING ALSO, the same premises acquired by Albert Capatch, Margo Eby, Ernest Capatch, Frank Capatch and Frances Wertzberger, the surviving children of Margaret Capatch, who died on December 21, 1969.

BEING ALSO, the same property acquired solely by Margo Eby, deceased, by various agreements with her siblings Albert Capatch, Ernest Capatch, Frank Capatch and Frances Wertzberger.

PREMISES BEING 216 SPRUCE 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.

francis s. hallinan

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 11/30/06

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102204**

PHH MORTGAGE CORPORATION

Case # **06-2004-CD**

vs.

CARRIE L. KIPP aka CARRIE L. WILLIAMS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CARRIE L. KIPP AKA CARRIE L. WILLIAMS, DEFENDANT. 216 SPRUCE ST., MADERA, PA (HOUSE FOR SALE) SIGN.

SERVED BY: /

FILED
0131361
MAR 08 2007
CL

William A. Shaw
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 # 102204
NO: 06-2004-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: CARRIE L. KIPP aka CARRIE L. WILLIAMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	555495	20.00
SHERIFF HAWKINS	PHELAN	555495	80.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

1
Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
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William E. Shan
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We hereby certify the
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File #: 144740

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Attorney for Plaintiff

DATE: 11/30/06

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TOTAL	\$ 53,866.86

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 \$ 53,866.86, together with interest from 11/30/2006 at the rate of \$9.12 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: Francis S. Hallinan
s/ Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL THAT CERTAIN lot of ground situate in the Village of Madera, Township of Bigler, County of Clearfield and State of Pennsylvania, and bounded and described as follows:

BEGINNING at a post corner between Lots Nos. 33 and 32 in the John W. Alexander addition to the Village of Madera, Clearfield County, Pennsylvania on the North side of Spruce Street; thence along boundary line of said lot North 20 degrees East 150 feet to an alley; thence along said alley South 20 degrees East 50 feet to corner of Lots Nos. 32 and 31; thence along dividing line of said lots South 20 degrees West 150 feet to corner of Lots Nos. 32 and 31 on Spruce Street; thence along line of Spruce Street 50 feet to place of BEGINNING.

BEING known and numbered on said Plan as Lot No. 32.

BEING the same premises which Cosmo Mannino and Paola Mannino, husband and wife, along with Salvatore Mannino and Mary Mannino, husband and wife, conveyed to Frank Capatch by deed dated June 28, 1916 and recorded June 29, 1916 in Deed Book 215, Page 528 in the office of the Recorder of Deeds in Clearfield County, Pennsylvania.

BEING ALSO, the same premises acquired by Margaret Capatch, the wife of Frank Capatch, upon the death of Frank Capatch.

BEING ALSO, the same premises acquired by Albert Captach, Margo Eby, Ernest Captach, Frank Capatch and Frances Wertzberger, the surviving children of Margaret Capatch, who died on December 21, 1969.

BEING ALSO, the same property acquired solely by Margo Eby, deceased, by various agreements with her siblings Albert Capatch, Ernest Capatch, Frank Capatch and Frances Wertzberger.

PREMISES BEING 216 SPRUCE 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.

francis s. hallinan

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 11/30/06