



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**

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.

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Notice to Defend:  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

**FILED** Aug pd. 85.00  
m 11:21/20/2 cc 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), 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  
3000 LEADENHALL ROAD  
OR 4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

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

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

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<br>(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>     |
| <b>TOTAL</b>                                       | <b>\$ 53,866.86</b> |

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

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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.

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.

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BEING ALSO, the same premises acquired by Albert Captach, Margo Eby, Ernest Captch, 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, 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**

013:13611  
MAR 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **102204**

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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

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

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Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-2004-CD

CLEARFIELD COUNTY

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

DEC 01 2006

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE** Attest.

*William L. Brown*  
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We hereby certify the  
within to be a true and  
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File #: 144740

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/s/ Francis S. Hallinan  
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Attorney for Plaintiff

DATE: 11/30/06



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COURT OF COMMON PLEAS

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TERM

NO. *06-2004-CD*

CLEARFIELD COUNTY

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| Principal Balance                                  | \$50,527.49         |
| Interest   | 1,395.36            |
| 07/01/2006 through 11/30/2006<br>(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>     |
| <b>TOTAL</b>                                       | <b>\$ 53,866.86</b> |

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 Captch, 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, ESQUIRE  
Attorney for Plaintiff

DATE: 11/30/06