

07-116-CD
GMAC Mort. Vs Morgan B. Sloppy et al

GMAC Mortgage vs Morgan Sloppy et al
2007-116-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

147630

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

Plaintiff

v.

MORGAN B. SLOPPY
A/K/A MORGAN B. CALDWELL
CHARLES E. SLOPPY
A/K/A CHARLES E. CALDWELL
A/K/A CHUCK SLOPPY
2075 CARSON HILL ROAD
DUBOIS, PA 15801

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 07-116-CD
CLEARFIELD COUNTY

FILED *Atty pd. 85.00*
7/10/2007
JAN 24 2008 CJC Sheriff
SP

William A. Shaw
Prothonotary/Clerk of Courts

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. Meholic, 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

GMAC MORTGAGE, LLC
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

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

MORGAN B. SLOPPY
A/K/A MORGAN B. CALDWELL
CHARLES E. SLOPPY
A/K/A CHARLES E. CALDWELL
A/K/A CHUCK SLOPPY
2075 CARSON HILL ROAD
DUBOIS, PA 15801

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

3. On 04/14/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200605688. 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 10/01/2006 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	\$59,636.26
Interest	1,958.49
09/01/2006 through 01/19/2007	
(Per Diem \$13.89)	
Attorney's Fees	1,250.00
Cumulative Late Charges	60.63
04/14/2006 to 01/19/2007	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 63,455.38
Escrow	
Credit	0.00
Deficit	297.49
Subtotal	<u>\$ 297.49</u>
TOTAL	\$ 63,752.87

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 \$ 63,752.87, together with interest from 01/19/2007 at the rate of \$13.89 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 or parcel of land situate in the Village of Salem, Township of Brady, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner at the Erie Turnpike which is also the Northeast corner of land now or formerly of Zack Marsh (formerly W.A. Terpe); thence by land now or formerly of Zack Marsh South 594 Feet, more or less, to an iron pin; thence in an easterly direction by line of land of which the piece herein being conveyed was formerly a part 146 Feet, more or less, to an iron pin; thence in a Northerly direction by a line at all points parallel to and equally distant from the said Zack Marsh line 594 Feet, more or less, to a point at the Erie Turnpike; thence by said Erie Turnpike (now known as the State Highway) in a general Northwesterly direction 146 Feet, more or less, to the said corner of land now or formerly of Zack Marsh and place of beginning. Being a piece of land 146 Feet by 594 Feet.

BEING the same premises which were conveyed to Robert Vinton Henry et ux., by Deed of Joseph Gray et ux., dated October 6, 1959, and recorded in Deed Book No. 473, page 534.

FURTHER GRANTING AND CONVEYING to the grantees herein all the gas and oil on, within, or underlying the above described premises, together with all of the right, title and interest of the parties of the first part in a gas and oil lease entered into between the parties of the first part and New York State Natural Gas Corporation by lease dated September 27, 1955, and recorded at Clearfield, Pennsylvania, in Miscellaneous Book No. 99, page 262 and Unit Operation Agreement dated February 9, 1956 and recorded in Miscellaneous Book No. 100, page 587.

PARCEL NO. c05-000-00052

PROPERTY BEING: 2075 CARSON HILL ROAD

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: 11/19/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102371
NO: 07-116-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE, LLC

VS.

DEFENDANT: MORGAN B. SLOPPY aka MORGAN B. CALDWELL, CHARLES E. SLOPPY aka
CHARLES E. CALDWELL aka CHUCK SLOPPY

SHERIFF RETURN

NOW, January 30, 2007 AT 10:07 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
MORGAN B. SLOPPY aka MORGAN B. CALDWELL DEFENDANT AT 2075 CARSON HILL ROAD, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES SLOPPY, HUSBAND A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS
THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
09:00 AM
APR 25 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102371
NO. 07-116-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE, LLC

vs.

DEFENDANT: MORGAN B. SLOPPY aka MORGAN B. CALDWELL, CHARLES E. SLOPPY aka
CHARLES E. CALDWELL aka CHUCK SLOPPY

SHERIFF RETURN

NOW, January 30, 2007 AT 10:07 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
CHARLES E. SLOPPY aka CHARLES E. CALDWELL aka CHUCK SLOPPY DEFENDANT AT 2075 CARSON HILL
ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES SLOPPY, DEFENDANT A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN
THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 4 Services

Sheriff Docket #

102371

GMAC MORTGAGE, LLC

Case #

07-116-CD

vs.

**MORGAN B. SLOPPY aka MORGAN B. CALDWELL, CHARLES E. SLOPPY
aka**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 24, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MORGAN B. SLOPPY AKA MORGAN B. CALDWELL, DEFENDANT. 156 HIDDEN VALLEY RD.,CLEARFIELD "DEFT.MOVED"..

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 4 Services

Sheriff Docket #

102371

GMAC MORTGAGE, LLC

Case #

07-116-CD

vs.

MORGAN B. SLOPPY aka MORGAN B. CALDWELL, CHARLES E. SLOPPY
aka

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 24, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CHARLES E. SLOPPY AKA CHARLES E. CALDWELL AKA CHUCK SLOPPY, DEFENDANT. 156 HIDDEN VALLEY RD., CLEARFIELD, "DEFT. MOVED".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102371
NO: 07-116-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GMAC MORTGAGE, LLC

vs.

DEFENDANT: MORGAN B. SLOPPY aka MORGAN B. CALDWELL, CHARLES E. SLOPPY aka CHARLES E. CALDWELL aka CHUCK SLOPPY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	567874	40.00
SHERIFF HAWKINS	PHELAN	567874	54.43

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester Hawkins
by Marilyn Hamps

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 147630

ATTORNEY FOR PLAINTIFF

GMAC MORTGAGE, LLC
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

Plaintiff

v.

MORGAN B. SLOPPY
A/K/A MORGAN B. CALDWELL
CHARLES E. SLOPPY
A/K/A CHARLES E. CALDWELL
A/K/A CHUCK SLOPPY
2075 CARSON HILL ROAD
DUBOIS, PA 15801

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 07-1160-CD
CLEARFIELD COUNTY

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

JAN 24 2007

Defendants

CIVIL ACTION - LAW Attest.
COMPLAINT IN MORTGAGE FORECLOSURE

William L. Brown
Prothonotary,
Clerk of Courts

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Pennsylvania Bar Association
100 South Street
PO Box 186

Harrisburg, PA 17108
800-692-7375

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

PHELAN

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1. Plaintiff is

GMAC MORTGAGE, LLC
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

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

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A/K/A MORGAN B. CALDWELL
CHARLES E. SLOPPY
A/K/A CHARLES E. CALDWELL
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3. On 04/14/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200605688. 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 10/01/2006 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	\$59,636.26
Interest	1,958.49
09/01/2006 through 01/19/2007	
(Per Diem \$13.89)	
Attorney's Fees	1,250.00
Cumulative Late Charges	60.63
04/14/2006 to 01/19/2007	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 63,455.38
Escrow	
Credit	0.00
Deficit	297.49
Subtotal	<u>\$ 297.49</u>
TOTAL	\$ 63,752.87

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 \$ 63,752.87, together with interest from 01/19/2007 at the rate of \$13.89 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

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PARCEL NO. c05-000-00052

PROPERTY BEING: 2075 CARSON HILL ROAD

VERIFICATION

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FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 11/19/07

PHELAN HALLINAN & SCHMIEG, LLP
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MORGAN B. SLOPPY
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CHARLES E. SLOPPY
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Defendants

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COMPLAINT IN MORTGAGE FORECLOSURE Attest.
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JAN 24 2007.

William J. H.
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PHELAN

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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

GMAC MORTGAGE, LLC
500 ENTERPRISE ROAD
SUITE 150
HORSHAM, PA 19044-0969

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

MORGAN B. SLOPPY
A/K/A MORGAN B. CALDWELL
CHARLES E. SLOPPY
A/K/A CHARLES E. CALDWELL
A/K/A CHUCK SLOPPY
2075 CARSON HILL ROAD
DUBOIS, PA 15801

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

3. On 04/14/2006 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200605688. 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 10/01/2006 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	\$59,636.26
Interest	1,958.49
09/01/2006 through 01/19/2007	
(Per Diem \$13.89)	
Attorney's Fees	1,250.00
Cumulative Late Charges	60.63
04/14/2006 to 01/19/2007	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 63,455.38
Escrow	
Credit	0.00
Deficit	297.49
Subtotal	<u>\$ 297.49</u>
TOTAL	\$ 63,752.87

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 \$ 63,752.87, together with interest from 01/19/2007 at the rate of \$13.89 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 piece or parcel of land situate in the Village of Salem, Township of Brady, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner at the Erie Turnpike which is also the Northeast corner of land now or formerly of Zack Marsh (formerly W.A. Terpe); thence by land now or formerly of Zack Marsh South 594 Feet, more or less, to an iron pin; thence in an easterly direction by line of land of which the piece herein being conveyed was formerly a part 146 Feet, more or less, to an iron pin; thence in a Northerly direction by a line at all points parallel to and equally distant from the said Zack Marsh line 594 Feet, more or less, to a point at the Erie Turnpike; thence by said Erie Turnpike (now known as the State Highway) in a general Northwesterly direction 146 Feet, more or less, to the said corner of land now or formerly of Zack Marsh and place of beginning. Being a piece of land 146 Feet by 594 Feet.

BEING the same premises which were conveyed to Robert Vinton Henry et ux., by Deed of Joseph Gray et ux., dated October 6, 1959, and recorded in Deed Book No. 473, page 534.

FURTHER GRANTING AND CONVEYING to the grantees herein all the gas and oil on, within, or underlying the above described premises, together with all of the right, title and interest of the parties of the first part in a gas and oil lease entered into between the parties of the first part and New York State Natural Gas Corporation by lease dated September 27, 1955, and recorded at Clearfield, Pennsylvania, in Miscellaneous Book No. 99, page 262 and Unit Operation Agreement dated February 9, 1956 and recorded in Miscellaneous Book No. 100, page 587.

PARCEL NO. c05-000-00052

PROPERTY BEING: 2075 CARSON HILL ROAD

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: 11/19/07