

07-136-CD

PHH Morg. vs S. Leatherman al

PHH Mortgage vs Sean Leatherman  
2007-136-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 141740

ATTORNEY FOR PLAINTIFF

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

Plaintiff

v.

SEAN P. LEATHERMAN  
BELINDA M. LEATHERMAN  
414 PIFER STREET  
DU BOIS, PA 15801

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
NO. 07-136-CD  
CLEARFIELD COUNTY

**FILED** Atty pd. 85.00  
M 14-28-01  
JAN 29 2007  
2 cc Shff

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  
2<sup>nd</sup> 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  
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:

SEAN P. LEATHERMAN  
BELINDA M. LEATHERMAN  
414 PIFER STREET  
DU BOIS, PA 15801

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

3. On 06/15/2005 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200508902. 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 06/01/2006 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:

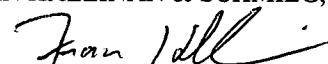
Principal Balance	\$46,269.21
Interest	3,066.60
05/01/2006 through 01/24/2007	
(Per Diem \$11.40)	
Attorney's Fees	1,250.00
Cumulative Late Charges	129.57
06/15/2005 to 01/24/2007	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 51,265.38
Escrow	
Credit	0.00
Deficit	110.51
Subtotal	<u>\$ 110.51</u>
<b>TOTAL</b>	<b>\$ 51,375.89</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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 51,375.89, together with interest from 01/24/2007 at the rate of \$11.40 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 lot or piece of ground, situate in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, known on the Plan of Knarr's Addition to the City of DuBois, Pennsylvania, as Lot No. 124 and being bounded and described as follows, to wit:

BEGINNING at a post on the Westerly side of Pifer Street and the Southeast corner of Lot No. 123; thence South 31 degrees West by line of said Pifer Street 50 feet more or less to a post at corner of Lot No. 125; thence Westerly by line of said Lot No. 125, 150 feet more or less to a post at an alley, thence North 31 degrees East by line of said alley, 50 feet more or less to a post at corner of Lot No. 123; thence Easterly by line of Lot No. 123, 150 feet more or less to a post at Pifer Street and the place of beginning.

Said plan recorded in Clearfield County Misc. Volume U, page 278.

PREMISES: 414 PIFER 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: 1/24/7

PHELAN HALLINAN & SCHMIEG, LLP  
BY: FRANCIS S. HALLINAN, ESQUIRE  
Identification No. 62695  
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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Sean P. Leatherman  
Belinda M. Leatherman

Defendant(s)

: No. 07-136-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: 3/1/07



Francis S. Hallinan, Esquire  
Attorney for Plaintiff

PHS # 141740

FILED 1cc + 1CerA  
m/2:10 pm of disc issued  
MAR 05 2007 to AAG  
Hallinan  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**COPY**

**PHH Mortgage Corporation**

**Vs.**

**No. 2007-00136-CD**

**Sean P. Leatherman  
Belinda M. Leatherman**

**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 March 5, 2007, 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 5th day of March A.D. 2007.



\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102384  
NO: 07-136-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION

vs.

DEFENDANT: SEAN P. LEATHERMAN & BELINDA M. LEATHERMAN

**SHERIFF RETURN**

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NOW, January 31, 2007 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SEAN P. LEATHERMAN DEFENDANT AT 414 PIFER ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BELINDA LEATHERMAN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
09:00 AM  
APR 25 2007  


William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102384  
NO: 07-136-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION  
VS.  
DEFENDANT: SEAN P. LEATHERMAN & BELINDA M. LEATHERMAN

SHERIFF RETURN

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NOW, January 31, 2007 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BELINDA M. LEATHERMAN DEFENDANT AT 414 PIFER ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BELINDA LEATHERMAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102384  
NO. 07-136-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION  
vs.  
DEFENDANT: SEAN P. LEATHERMAN & BELINDA M. LEATHERMAN

**SHERIFF RETURN**

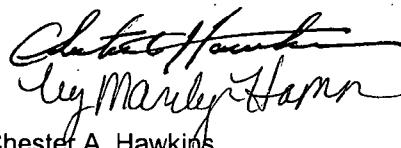
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	568560	20.00
SHERIFF HAWKINS	PHELAN	568560	42.43

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff