

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 PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

150368

ATTORNEY FOR PLAINTIFF

BANK OF NEW YORK
AS TRUSTEE FOR THE
CERTIFICATE HOLDERS
CWABS INC. ASSET-BACKED
CERTIFICATES, SERIES 2004-6

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 07-356-CD

v.

CLEARFIELD COUNTY

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
230 MARTINS ROAD
HOUTZDALE, PA 16651

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

May 15, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED *Att. pd. 85.00*
m/l 4230
MAR 08 2007
4CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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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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

**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

BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS
INC. ASSET-BACKED CERTIFICATES, SERIES 2004-6
7105 CORPORATE DRIVE
PLANO, TX 75024

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

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
230 MARTINS ROAD
HOUTZDALE, PA 16651

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

3. On 03/19/2004 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: 200404651. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
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 11/01/2006 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	\$52,953.56
Interest	\$1,824.34
10/01/2006 through 03/06/2007 (Per Diem \$11.62)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$111.32
03/19/2004 to 03/06/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$56,889.22
Escrow	
Credit	\$0.00
Deficit	\$1,062.22
Subtotal	<u>\$1,062.22</u>
TOTAL	\$57,951.44

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

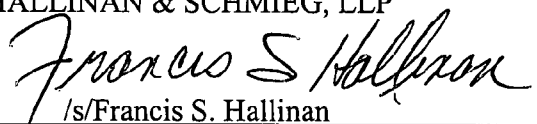
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. 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.

10. 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 \$57,951.44, together with interest from 03/06/2007 at the rate of \$11.62 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

DANIEL G. SCHMIEG, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those Lots or pieces of ground situate in the Village of Spruceville, Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the right-of-way Parsonville, said land by the intersection of the land of Meril E. Kizer thence. South 3 degrees ten minutes, West One hundred seventy nine (179) feet along the land of Meril E. Kizer, to a point thence. North 84 degree 13 minutes East, One hundred fifteen point seventy nine (115.79) feet to a point thence. South 77 degrees 46 minutes East, Two hundred sixteen point fifty one (216.51) feet to the point. thence, South 89 degrees 48 minutes East at One hundred eighty eight point fifty eight 188.58 feet to a point Thence, North 40 degrees 43 minutes West Two hundred thirty six point fifty three (236.53) feet to the point feet to the point Thence, South 76 degrees 17 minutes West One hundred fifty five point seven (115.7) feet to a point Thence North 11 degrees 43 minutes West eighty (80) feet to a point on the Township road to East 657 thence, along township road south 86 degrees 70 minutes West One hundred eighty two point ninety-four (182.90) feet to the place of beginning.

BEING KNOWN AS PARCEL NUMBER: 130-M13-39

PROPERTY BEING: 230 MARTINS 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.

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written over a horizontal line.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

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PHILADELPHIA, PA 19103

ATTORNEY FOR PLAINTIFF

(215) 563-7000

BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS CWABS INC. ASSET-
BACKED CERTIFICATES, SERIES 2004-6
Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

vs.

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
Defendants

:
: No. 07-356-CD
:
:
:

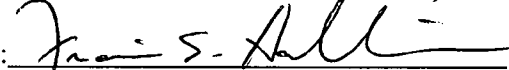
PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By:

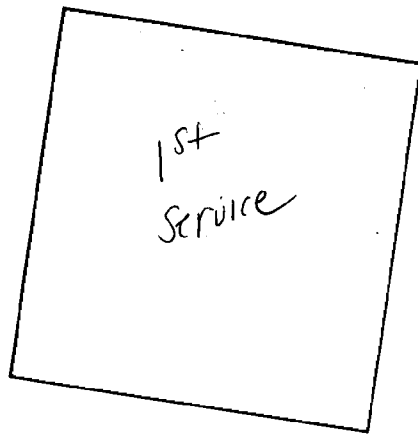


FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: May 14, 2007

/jmr, Svc Dept.
File# 150368

FILED Att. pd. 7.00
MAY 15 2007 2 Compl.
William A. Shaw Reinstated to
Prothonotary/Clerk of Courts Sheriff
(66)



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102537**

BANK OF NEW YORK As Trustee

Case # 07-356-CD

vs.

PAULINE RAAB a/k/a PAULINE A. RAAB, WILLIAM RAAB a/k/a WILLIAM L. RAAB

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 20, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO PAULINE RAAB AKA PAULINE A. RAAB, DEFENDANT. ATTEMPTED NOT HOME.

SERVED BY: /

FILED

93:20 um
JUL 20 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 # **102537**

BANK OF NEW YORK As Trustee

Case # **07-356-CD**

vs.

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TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

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SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102537
NO: 07-356-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF NEW YORK As Trustee

vs.

DEFENDANT: PAULINE RAAB a/k/a PAULINE A. RAAB, WILLIAM RAAB a/k/a WILLIAM L. RAAB

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	579569	20.00
SHERIFF HAWKINS	PHELAN	579569	53.92

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


by Marilyn Hamer

Chester A. Hawkins
Sheriff

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

MAR 08 2007

Attest.

William F. Shan
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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COURT OF COMMON PLEAS

CIVIL DIVISION

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A/K/A WILLIAM L. RAAB
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HOUTZDALE, PA 16651

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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7105 CORPORATE DRIVE
PLANO, TX 75024

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

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
230 MARTINS ROAD
HOUTZDALE, PA 16651

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

3. On 03/19/2004 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: 200404651. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
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 11/01/2006 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:

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10/01/2006 through 03/06/2007 (Per Diem \$11.62)	
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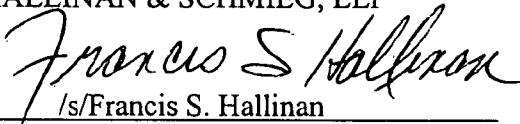
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10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$57,951.44, together with interest from 03/06/2007 at the rate of \$11.62 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
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those Lots or pieces of ground situate in the Village of Spruceville, Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the right-of-way Parsonville, said land by the intersection of the land of Meril E. Kizer thence. South 3 degrees ten minutes, West One hundred seventy nine (179) feet along the land of Meril E. Kizer, to a point thence. North 84 degree 13 minutes East, One hundred fifteen point seventy nine (115.79) feet to a point thence. South 77 degrees 46 minutes East, Two hundred sixteen point fifty one (216.51) feet to the point. thence, South 89 degrees 48 minutes East at One hundred eighty eight point fifty eight 188.58 feet to a point Thence, North 40 degrees 43 minutes West Two hundred thirty six point fifty three (236.53) feet to the point feet to the point Thence, South 76 degrees 17 minutes West One hundred fifty five point seven (115.7) feet to a point Thence North 11 degrees 43 minutes West eighty (80) feet to a point on the Township road to East 657 thence, along township road south 86 degrees 70 minutes West One hundred eighty two point ninety-four (182.90) feet to the place of beginning.

BEING KNOWN AS PARCEL NUMBER: 130-M13-39

PROPERTY BEING: 230 MARTINS 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.

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written over a horizontal line.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

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

MAR 08 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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1. Plaintiff is

BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS
INC. ASSET-BACKED CERTIFICATES, SERIES 2004-6
7105 CORPORATE DRIVE
PLANO, TX 75024

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

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
230 MARTINS ROAD
HOUTZDALE, PA 16651

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

3. On 03/19/2004 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: 200404651. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
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 11/01/2006 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	\$52,953.56
Interest	\$1,824.34
10/01/2006 through 03/06/2007 (Per Diem \$11.62)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$111.32
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Cost of Suit and Title Search	<u>\$750.00</u>
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TOTAL	\$57,951.44

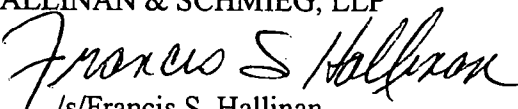
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8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. 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.

10. 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 \$57,951.44, together with interest from 03/06/2007 at the rate of \$11.62 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

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DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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BEING KNOWN AS PARCEL NUMBER: 130-M13-39

PROPERTY BEING: 230 MARTINS 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: _____

COPY

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

MAR 08 2007

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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 PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

150368

ATTORNEY FOR PLAINTIFF

BANK OF NEW YORK
AS TRUSTEE FOR THE
CERTIFICATE HOLDERS
CWABS INC. ASSET-BACKED
CERTIFICATES, SERIES 2004-6

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 07-356cd

v.

CLEARFIELD COUNTY

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
230 MARTINS ROAD
HOUTZDALE, PA 16651

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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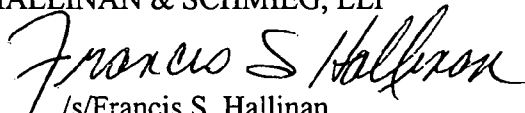
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By: 
/s/Francis S. Hallinan

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DANIEL G. SCHMIEG, ESQUIRE
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Attorneys for Plaintiff

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BEING KNOWN AS PARCEL NUMBER: 130-M13-39

PROPERTY BEING: 230 MARTINS ROAD

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A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written over a horizontal line.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

COPY

I hereby certify this to be a true
and attested copy of the original
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MAR 08 2007

Attest.

William A. [Signature]
Prothonotary
Clerk of Courts

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(215) 563-7000 _____ 150368

ATTORNEY FOR PLAINTIFF

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CWABS INC. ASSET-BACKED
CERTIFICATES, SERIES 2004-6

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 07-356-CD

CLEARFIELD COUNTY

Plaintiff

v.

PAULINE RAAB
A/K/A PAULINE A. RAAB
WILLIAM RAAB
A/K/A WILLIAM L. RAAB
230 MARTINS ROAD
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Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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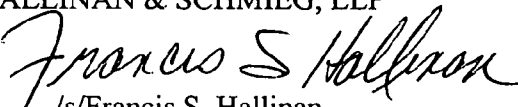
7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. 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.

10. 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 \$57,951.44, together with interest from 03/06/2007 at the rate of \$11.62 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
DANIEL G. SCHMIEG, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those Lots or pieces of ground situate in the Village of Spruceville, Township of Woodward, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the right-of-way Parsonville, said land by the intersection of the land of Meril E. Kizer thence. South 3 degrees ten minutes, West One hundred seventy nine (179) feet along the land of Meril E. Kizer, to a point thence. North 84 degree 13 minutes East, One hundred fifteen point seventy nine (115.79) feet to a point thence. South 77 degrees 46 minutes East, Two hundred sixteen point fifty one (216.51) feet to the point. thence, South 89 degrees 48 minutes East at One hundred eighty eight point fifty eight 188.58 feet to a point Thence, North 40 degrees 43 minutes West Two hundred thirty six point fifty three (236.53) feet to the point feet to the point Thence, South 76 degrees 17 minutes West One hundred fifty five point seven (115.7) feet to a point Thence North 11 degrees 43 minutes West eighty (80) feet to a point on the Township road to East 657 thence, along township road south 86 degrees 70 minutes West One hundred eighty two point ninety-four (182.90) feet to the place of beginning.

BEING KNOWN AS PARCEL NUMBER: 130-M13-39

PROPERTY BEING: 230 MARTINS 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.

A handwritten signature in cursive script, appearing to read "F. S. Hallinan", written over a horizontal line.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

2nd
Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102796
NO: 07-356-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF NEW YORK AS Trustee

vs.

DEFENDANT: PAULINE RAAB aka PAULINE A. RAAB and WILLIAM RAAB aka WILLIAM L. RAAB

SHERIFF RETURN

NOW, June 05, 2007 AT 11:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAULINE RAAB aka PAULINE A. RAAB DEFENDANT AT 230 MARTINS ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAULINE RAAB, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
9/3:20 am
JUL 20 2007
(Signature)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102796
NO: 07-356-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF NEW YORK AS Trustee

vs.

DEFENDANT: PAULINE RAAB aka PAULINE A. RAAB and WILLIAM RAAB aka WILLIAM L. RAAB

SHERIFF RETURN

NOW, June 05, 2007 AT 11:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM RAAB aka WILLIAM L. RAAB DEFENDANT AT 230 MARTINS ROAD, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAULINE RAAB, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102796
NO: 07-356-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF NEW YORK AS Trustee

vs.

DEFENDANT: PAULINE RAAB aka PAULINE A. RAAB and WILLIAM RAAB aka WILLIAM L. RAAB

SHERIFF RETURN

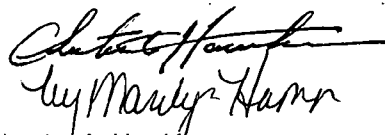
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	597362	20.00
SHERIFF HAWKINS	PHELAN	597362	80.00

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff