

07-373-CD  
PHH Mortgage Vs M. McKenrick-Passmore et al

PHH Mortgage et al vs Mary Passmore  
07-373-CD

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

150416

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION,  
F/K/A CENDANT MORTGAGE CORPORATION  
3000 LEADENHALL ROAD  
OR 4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

Plaintiff

v.

MARY A. MCKENRICK-PASSMORE  
A/K/A MARY ANN MCKENRICK  
RR1 BOX 67 FREDERICA AVENUE  
CURWENSVILLE, PA 16833

Defendant

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

FILED Ad 885.00 Atty  
m/10:55 am 2007 Sh  
MAR 12 2007

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.**

**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,  
F/K/A CENDANT 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:

MARY A. MCKENRICK-PASSMORE  
A/K/A MARY ANN MCKENRICK  
RR1 BOX 67 FREDERICA AVENUE  
CURWENSVILLE, PA 16833

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

3. On 03/28/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200204890. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. Loan Modification: Inst. #: 200301100 on 11/01/2002 Recorded 01/24/2003. Loan Modification: Inst. #: 200618072 on 08/01/2006 Recorded 10/26/2006. 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	\$31,523.07
Interest	\$1,155.20
10/01/2006 through 03/09/2007	
(Per Diem \$7.22)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.20
03/28/2002 to 03/09/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$34,753.47
Escrow	
Credit	\$0.00
Deficit	\$896.30
Subtotal	<u>\$896.30</u>
<b>TOTAL</b>	<b>\$35,649.77</b>

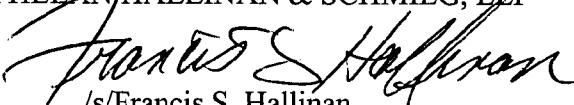
7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's 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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$35,649.77, together with interest from 03/09/2007 at the rate of \$7.22 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 certain lots or parcels of land situate in Curwensville Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEING known as Lots No. 117 and 118 in the plan of Lots known as Eastvu, plan of which is of record at the Register and Recorder's Office at Clearfield, Pennsylvania in Miscellaneous Book 9 at Page 74; bounded on the North by Lot 116; on the East by Frederica Avenue; on the South by Lot No. 119; on the West by Railroad Street, being eighty (80) feet in front on Frederica Avenue and two hundred three and eight-tenths (203.8) feet and two hundred and thirty-four (234) feet in depth. THE SECOND THEREOF: BEGINNING at a point in Frederica Avenue at the northeast corner of Lot No. 117; thence along Frederica Avenue North thirty-three (33 degrees) degrees fourteen (14 minutes) minutes East twenty (20) feet to a post in the center line of Lot No. 116; thence along the center line of Lot No. 116 North fifty-seven (57 degrees) degrees forty-six (46 minutes) minutes West one hundred eighty (180) feet to a twenty (20 foot) foot unnamed alley; thence by said unnamed alley South thirty-three (33 degrees) degrees fourteen (14 minutes) minutes West, twenty (20) feet to the line of Lot No. 117; thence along Lot No. 117 South fifty-seven (57 degrees) degrees forty-six (46 minutes) minutes East one hundred eighty (180) feet to Frederica Avenue and place of beginning. BEING the southern half of Lot No. 116 in the plan of Eastvu as shown by the plot of record at Clearfield in Miscellaneous Book 9 Page 74. The above-described property consists of two and one-half lots.

BEING the same property as vested unto Marcia Ciamacco Matko by Order of Court dated November 12, 1999 filed in the matter of the Estate of Joseph Monroe Ciamacco, Jr., and recorded November 15, 1999 in Clearfield County to Instrument Number 199918798.

**PROPERTY BEING: RR1 BOX 67, FREDERICA AVENUE**

**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: 03/09/2007

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

PHH Mortgage Corporation, f/k/a  
Cendant Mortgage Corporation

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Mary A. Mckenrick-Passmore, a/k/a  
Mary Ann Mckenrick

Defendant(s)

: No. 2007-373-CD

**PRAECIPE**

TO THE PROTHONOTARY:

Please mark the above referenced case Discontinued and Ended without prejudice.

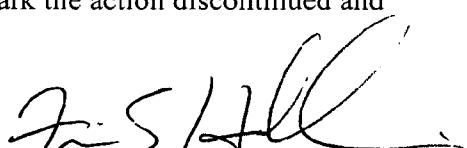
Please mark the above referenced case Settled, Discontinued and Ended.

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: 5/23/07



Francis S. Hallinan, Esquire  
Attorney for Plaintiff

PHS # 150416

FILED 1cc & 1cert  
m/3/15 cm of d. sc  
MAY 29 2007 issued to  
William A. Shaw  
Atty  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**PHH Mortgage Corporation  
Cendant Mortgage Corporation**

Vs.  
**Mary A. McKenrick-Passmore**

**No. 2007-00373-CD**

**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 May 29, 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 29th day of May A.D. 2007. .

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102547  
NO: 07-373-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORP  
vs.

DEFENDANT: MARY A. MCKENRICK-PASSMORE aka MARY ANN MCKENRICK

SHERIFF RETURN

NOW, March 15, 2007 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY A. MCKENRICK-PASSMORE aka MARY ANN MCKENRICK DEFENDANT AT BOX 67, FREDERICA AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY PASSMORE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. RR#1 Box 67, FREDERICA AVE., aka BOX 67 FREDERICA AVE., CURWENSVILLE, PA.

SERVED BY: DAVIS / MORGILLO

FILED  
93:20cm  
JUL 03 2007  
CS

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	580554	10.00
SHERIFF HAWKINS	PHELAN	580554	23.82

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Hamer*  
Chester A. Hawkins  
Sheriff

COPY

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

150416

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION,  
F/K/A CENDANT MORTGAGE CORPORATION  
3000 LEADENHALL ROAD  
OR 4001 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

Plaintiff

v.

MARY A. MCKENRICK-PASSMORE  
A/K/A MARY ANN MCKENRICK  
RR1 BOX 67 FREDERICA AVENUE  
CURWENSVILLE, PA 16833

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. *2007-373 CD*

CLEARFIELD COUNTY

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

MAR 12 2007

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

Attest:

*[Signature]*  
Prothonotary/  
Clerk of Courts

*Very respectfully, [Signature]  
Without waiving any right  
to file a copy of the  
original filing of record*

**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,  
F/K/A CENDANT 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:

MARY A. MCKENRICK-PASSMORE  
A/K/A MARY ANN MCKENRICK  
RR1 BOX 67 FREDERICA AVENUE  
CURWENSVILLE, PA 16833

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

3. On 03/28/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200204890. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. Loan Modification: Inst. #: 200301100 on 11/01/2002 Recorded 01/24/2003. Loan Modification: Inst. #: 200618072 on 08/01/2006 Recorded 10/26/2006. 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:

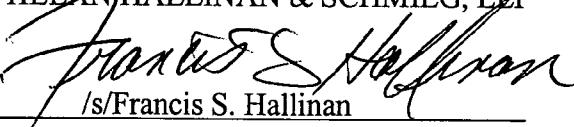
Principal Balance	\$31,523.07
Interest	\$1,155.20
10/01/2006 through 03/09/2007	
(Per Diem \$7.22)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$75.20
03/28/2002 to 03/09/2007	
Cost of Suit and Title Search	\$750.00
Subtotal	\$34,753.47
Escrow	
Credit	\$0.00
Deficit	\$896.30
Subtotal	<u>\$896.30</u>
<b>TOTAL</b>	<b>\$35,649.77</b>

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$35,649.77, together with interest from 03/09/2007 at the rate of \$7.22 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 certain lots or parcels of land situate in Curwensville Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEING known as Lots No. 117 and 118 in the plan of Lots known as Eastvu, plan of which is of record at the Register and Recorder's Office at Clearfield, Pennsylvania in Miscellaneous Book 9 at Page 74; bounded on the North by Lot 116; on the East by Frederica Avenue; on the South by Lot No. 119; on the West by Railroad Street, being eighty (80) feet in front on Frederica Avenue and two hundred three and eight-tenths (203.8) feet and two hundred and thirty-four (234) feet in depth. THE SECOND THEREOF: BEGINNING at a point in Frederica Avenue at the northeast corner of Lot No. 117; thence along Frederica Avenue North thirty-three (33 degrees) degrees fourteen (14 minutes) minutes East twenty (20) feet to a post in the center line of Lot No. 116; thence along the center line of Lot No. 116 North fifty-seven (57 degrees) degrees forty-six (46 minutes) minutes West one hundred eighty (180) feet to a twenty (20 foot) foot unnamed alley; thence by said unnamed alley South thirty-three (33 degrees) degrees fourteen (14 minutes) minutes West, twenty (20) feet to the line of Lot No. 117; thence along Lot No. 117 South fifty-seven (57 degrees) degrees forty-six (46 minutes) minutes East one hundred eighty (180) feet to Frederica Avenue and place of beginning. BEING the southern half of Lot No. 116 in the plan of Eastvu as shown by the plot of record at Clearfield in Miscellaneous Book 9 Page 74. The above-described property consists of two and one-half lots.

BEING the same property as vested unto Marcia Ciamacco Matko by Order of Court dated November 12, 1999 filed in the matter of the Estate of Joseph Monroe Ciamacco, Jr., and recorded November 15, 1999 in Clearfield County to Instrument Number 199918798.

**PROPERTY BEING: RR1 BOX 67, FREDERICA AVENUE**

**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: 03/09/2007