

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

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2007-373-CD

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FILED pd 885.00 Atty
m/10:55 am 2007
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.

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Notice to Defend:
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Clearfield County Courthouse
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Clearfield, PA 16830
814-765-2641 x 5982

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PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
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COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

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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>
TOTAL	\$35,649.77

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, 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

ATTORNEY FOR PLAINTIFF

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

: 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:

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

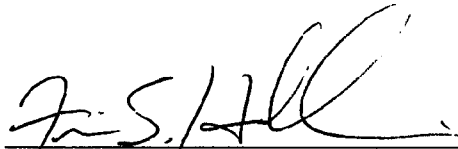
 Please mark the above referenced case Settled, Discontinued and Ended.

 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 am of disc
MAY 29 2007 issued to
 Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

PHH Mortgage Corporation
Cendant Mortgage Corporation

Vs.

No. 2007-00373-CD

Mary A. McKenrick-Passmore

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 06 2007
William A. Snaw
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
Sheriff

COPY

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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150416

ATTORNEY FOR PLAINTIFF

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COURT OF COMMON PLEAS

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TERM

NO. 2007-373 CD

Plaintiff

v.

CLEARFIELD COUNTY

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

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

Defendant

MAR 12 2007

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Was this copy certified to
without the original and
correct copy of the
original filed of record?

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A/K/A MARY ANN MCKENRICK
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4. The premises subject to said mortgage is described as attached.
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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:

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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, ESQUIRE
Attorney for Plaintiff

DATE: 03/09/2007