

08-199-CD  
Citimortgage vs Norman Lowder al

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PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 171328

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 08-199-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

FILED  
m/ 11:50 am acc shff  
FEB 05 2008  
UM

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:  
David S. Meholick, 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  
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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  
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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**

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**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

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200302531. 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 10/01/2007 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:

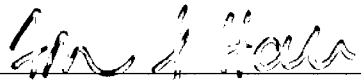
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09/01/2007 through 02/04/2008 (Per Diem \$10.88)	
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Escrow	
Credit	\$0.00
Deficit	\$1,249.20
Subtotal	<u>\$1,249.20</u>
<b>TOTAL</b>	\$67,234.18

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 \$67,234.18, together with interest from 02/04/2008 at the rate of \$10.88 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, ESQUIRE, No 32623  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
Attorneys for Plaintiff

### **LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

Parcel No. 010-373-00020.

**PROPERTY BEING : 388 Clearfield Street**

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

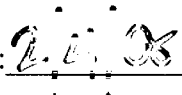
VERIFICATION

I hereby state that I am the 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 of the pleading, that I am 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 my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Attorney for Plaintiff No. 32638

DATE:   
\_\_\_\_\_

PHILAN 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

(R)

Citimortgage, Inc. s/b/m to  
ABN AMRO Mortgage Group, Inc.

Plaintiff

vs.

Norman M. Lowder  
Melissa Lowder

Defendant(s)

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 08-199-CD

MAR 03 2009

2:20/4

Prothonotary/Clerk of Court

U. Kent - H. H.

**PRAECIPE**

TO THE PROTHONOTARY:

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

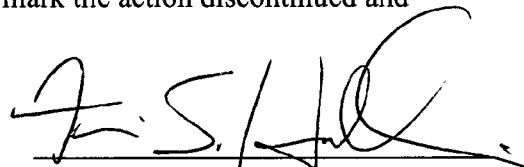
\_\_\_\_\_ Please mark the above referenced case Settled, Discontinued and Ended.

\_\_\_\_\_ 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: 2/28/08

  
Francis S. Hallinan, Esquire  
Attorney for Plaintiff

PHS # 171328

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **103720**

CITIMORTGAGE, INC. s/b/m

Case # 08-199-CD

vs.

NORMAN M. LOWDER and MELISSA LOWDER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

## SHERIFF RETURNS

NOW June 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO NORMAN M. LOWDER, DEFENDANT. WHEREABOUTS UNKNOWN.

388 CLEARFIELD ST., WALLACETON, PA. "OCCUPIED"

SERVED BY: /

9/3:10 LM  
JUN 18 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

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388 CLEARFIELD ST., WALLACETON, PA. "OCCUPIED"

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103720  
NO: 08-199-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC. s/b/m  
vs.  
DEFENDANT: NORMAN M. LOWDER and MELISSA LOWDER

SHERIFF RETURN

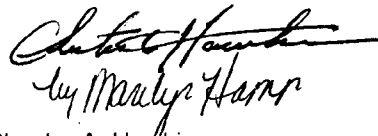
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	665425	20.00
SHERIFF HAWKINS	PHELAN	665425	80.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
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171328

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Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-199-CD

CLEARFIELD COUNTY

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

FEB 05 2008

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

Attest.

*William D. Shaw*  
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UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

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Attorney for Plaintiff NO 62693

DATE: 2/4/08

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MELISSA LOWDER  
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I hereby certify this to be a true  
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Defendants

FEB 05 2008

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Attest.

*William A. Brown*  
Prothonotary/  
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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

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200302531. 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 10/01/2007 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	\$62,277.38
Interest	\$1,708.16
09/01/2007 through 02/04/2008 (Per Diem \$10.88)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$124.44
02/19/2003 to 02/04/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$65,984.98
Escrow	
Credit	\$0.00
Deficit	\$1,249.20
Subtotal	<u>\$1,249.20</u>
<b>TOTAL</b>	<b>\$67,234.18</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.
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 \$67,234.18, together with interest from 02/04/2008 at the rate of \$10.88 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, ESQUIRE No 62695  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
Attorneys for Plaintiff

### **LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallacetown, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallacetown Borough.

Parcel No. 010-373-00020.

**PROPERTY BEING : 388 Clearfield Street**

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

VERIFICATION

I hereby state that I am the 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 of the pleading, that I am 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 my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.

  
Attorney for Plaintiff No 62693

DATE: 2/4/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DANIEL L. CUTLER,  
Plaintiff

vs.

TRACY L. CUTLER,  
Defendant

:  
:  
:  
:  
:  
:  
:

No. 08-198-CD

MOTION TO COMPEL DISCOVERY

Filed on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
Clearfield, PA 16830  
(814) 765-8972

9/3/08 3CC  
2 11:00  
William A. Shaw  
Prothonotary/Clerk of Courts

Atty Kubista  
(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DANIEL L. CUTLER,  
Plaintiff

vs.

TRACY L. CUTLER,  
Defendant

No. 08-198-CD

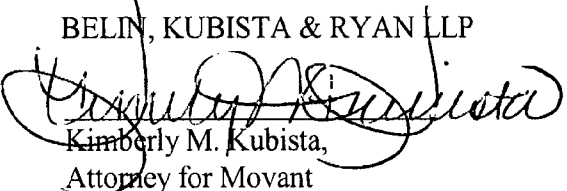
**MOTION TO COMPEL DISCOVERY**

NOW COMES the Movant, TRACY L. CUTLER, by and through her attorneys  
Belin, Kubista & Ryan LLP and sets forth the following:

1. Movant is Tracy L. Cutler, Defendant in the above set forth action.
2. Respondent is Daniel L. Cutler, Plaintiff in the above set forth action.
3. That on December 5, 2008, Movant forwarded to Respondent Interrogatories Propounded by Defendant to be Answered by Plaintiff.
4. That the time for answering the Interrogatories expired on January 4, 2009.
5. That to date Movant has not received the answers to the Interrogatories.

WHEREFORE, Movant requests your Honorable Court to enter an Order directing Respondent to answer the Interrogatories.

BELIN, KUBISTA & RYAN LLP

  
Kimberly M. Kubista,  
Attorney for Movant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DANIEL L. CUTLER,  
Plaintiff

vs.

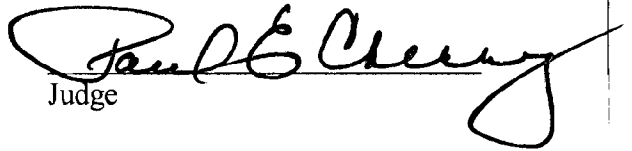
TRACY L. CUTLER,  
Defendant

No. 08-198-CD

ORDER

NOW THIS 13<sup>th</sup> day of January 2009 upon Movant's Motion to Compel  
Discovery, it is hereby ORDERED and DIRECTED that Respondent answer the Interrogatories  
no later than February 2, 2009.

BY THE COURT,

  
Judge

3CC  
01/30/09 Amy K. Kubista

5

William A. Shatt  
Prothonotary of Courts

DATE: 1/13/09

☒ You are responsible for serving all appropriate parties.

☐ The Probationary's office has provided services to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions: