

08-254-CD

Chase Home vs Kevin Jordan

RECEIVED  
FEB 12 2008  
M 11-301  
WILLIAM K. SHANAHAN  
PROTHONOTARY/CLERK OF COURT  
2 ENCL TO SHANAHAN

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

168338

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

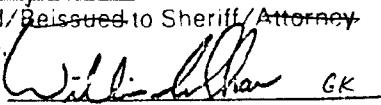
Plaintiff  
v.

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

Defendant

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

February 20, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service

  
William K. Shanahan GK  
Deputy Prothonotary

## 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:  
Daniel J. Nelson, 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  
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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

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

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

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 04/08/2005 JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. made, executed, and delivered a mortgage upon the premises hereinafter described to GREENPOINT MORTGAGE FUNDING, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200505160. 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 09/01/2007 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	\$62,696.90
Interest	\$1,937.28
08/01/2007 through 02/08/2008	
(Per Diem \$10.09)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$52.65
04/08/2005 to 02/08/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$66,561.83
Escrow	
Credit	\$0.00
Deficit	\$170.49
Subtotal	<u>\$170.49</u>
<b>TOTAL</b>	<b>\$66,732.32</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.
11. Plaintiff hereby releases JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. from liability for the debt secured by the mortgage.

12. By virtue of the death of JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. on 12/10/06, Defendant KEVIN JORDAN became the sole owner of the mortgaged premises as joint tenant with right of survivorship.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,732.32, together with interest from 02/08/2008 at the rate of \$10.09 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 6/20/95  
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 parcel of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Eastern line of Turnpike Avenue Extension, being the road leading from Clearfield to Penfield, designated in earlier deeds as the Clearfield to Lutetburg Turnpike, at the Northeast corner of lot conveyed to Robert Carns by Deed dated the 11th day of October, 1943, recorded in the Deed Book 355, Page 568; thence by the Robert W. Carns line North sixty-four (64) degrees East two hundred twenty-seven and nine-tenths (227.9) feet to an iron pipe in the line of other land now or formerly of Robert W. Carns, thence by the Carns line North twenty-nine (29) degrees thirty (30) minutes West one hundred twenty-eight and two-tenths (128.2) feet to an iron pipe at a corner of Purpart Nos. 30 and 31 of the Richard Shaw Jr. Estate; thence by lot now or formerly of Mrs. R.W. (Reath) Inlow South sixty-nine (69) degrees nineteen (19) minutes West two hundred twenty-one and five-tenths (221.5) feet to a ten inch maple tree in the Eastern line of Turnpike Avenue Extension; thence by Turnpike Avenue Extension South twenty-six (26) degrees no (00) minutes East one hundred forty-eight (148) feet to an iron pipe at the corner of lot now or formerly of Robert W. Carns and the place of beginning.

Said property being in the Minor Subdivision of Land of Kevin Jordan and recorded in Clearfield County Instrument No. 199902712.

EXCEPTING and RESERVING therefrom that parcel conveyed to Edward S. & Dorothy S. Morrison by Deed dated May 12, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199908565.

PARCEL NO. K07-249-00031

**PROPERTY BEING: 1237 TURNPIKE AVENUE**

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.

An J Hdlr  
Attorney for Plaintiff  
02695

DATE: 2/11/08

Phelan Hallinan & Schmieg, L.L.P.  
Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
215-563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

KEVIN JORDAN

No. 2008-254-CD

Defendants

**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: A. S. Hall  
FRANCIS S. HALLINAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
Attorneys for Plaintiff

Date: February 19, 2008

/jcs, Svc Dept.  
File# 168338

William A. Shaw  
Prothonotary/Clerk of Courts

*m/18/08 Atty pd. 7.00  
EB 2/1/2008*  
*1 Compl. Reinstated*  
*to Sheriff*

(62)

FILED  
MAY 16 2008  
APR 25 2008  
GR

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

<b>CHASE HOME FINANCE LLC</b>	<b>:</b>	<b>COURT OF COMMON PLEAS</b>
	<b>:</b>	
<b>Plaintiff</b>	<b>:</b>	<b>CIVIL DIVISION</b>
	<b>:</b>	
<b>vs.</b>	<b>:</b>	<b>NO. 2008-254-CD</b>
	<b>:</b>	
<b>JOSEPH BRADLEY A/K/A JOSEPH</b>	<b>:</b>	<b>CLEARFIELD COUNTY</b>
<b>BRADLEY, JR</b>	<b>:</b>	
<b>KEVIN JORDAN</b>	<b>:</b>	
	<b>:</b>	
<b>Defendant(s)</b>	<b>:</b>	

**PRAECIPE TO SUBSTITUTE VERIFICATION**  
**TO CIVIL ACTION COMPLAINT**  
**IN MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

Kindly substitute the attached verification for the verification originally filed with the complaint in the instant matter.

Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By: Francis S. Hallinan  
Francis S. Hallinan, Esquire

Date: 04/23/08

## **VERIFICATION**

GETH A. COTTRELL hereby states that he/she is ASSISTANT SECRETARY

\_\_\_\_ of CHASE HOME FINANCE LLC, servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her 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.

Beth A Gottesl

Name: BETH A. COTTRELL

Title: ASSISTANT SECRETARY

DATE: 2/15/08

Company: CHASE HOME FINANCE LLC

Loan: 1979133619

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**CHASE HOME FINANCE LLC**

**: COURT OF COMMON PLEAS**

**Plaintiff** : **CIVIL DIVISION**  
**vs.** :  
**JOSEPH BRADLEY A/K/A JOSEPH** : **NO. 2008-254-CD**  
**BRADLEY, JR** : **CLEARFIELD COUNTY**  
**KEVIN JORDAN** :  
  
**Defendant(s)** :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's Praeclipe to attach Verification of Complaint was sent via first class mail to the following on the date listed below:

JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR  
KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

KEVIN JORDAN  
113 LOCUST STREET  
CLEARFIELD, PA 16830

JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR  
2525 GROVE ROAD  
SOUTH PARK, PA 15129

Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By: Francis S. Hallinan  
Francis S. Hallinan, Esquire

Date: 04/23/08

FILED  
01/12/2008 GK  
MAY 12 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

cc Atty Davey  
cc Sheriff (without  
memo)

(GK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Chase Home Finance, LLC	:	Court of Common Pleas
3415 Vision Drive	:	
Columbus, OH 43219	:	
Plaintiff	:	Civil Division
vs.	:	
Kevin Jordan	:	Clearfield County
1237 Turnpike Avenue	:	
Clearfield, PA 16830	:	
Defendant	:	No. 08-0254-CD

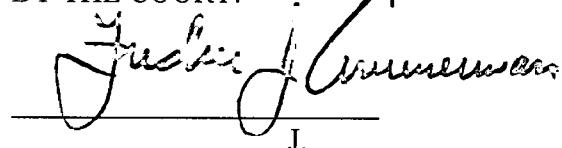
ORDER

AND NOW, this 9<sup>th</sup> day of MAY, 2008, upon consideration of

Plaintiff's Motion to Direct Sheriff to File Affidavit of Service, and any response thereto, it is  
hereby:

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to  
complete and file an Affidavit of Service of the foreclosure Complaint within seven days of the  
date of this Order.

BY THE COURT:

  
J. C. Cumerman  
J.

FILED

MAY 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5-12-08

You are responsible for serving all appropriate parties.  
 The Prothonotary's office has provided service to the following parties:  
 Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney  
 Special Instructions:

5/12/08 NO CC  
MAY 14 2008 (GK)

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
BY: Michele M. Bradford, Esquire, ID No. 69849  
Jenine R. Davey, Esquire, ID No. 87077  
One Penn Center at Suburban Station  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Chase Home Finance, LLC : Court of Common Pleas  
3415 Vision Drive :  
Columbus, OH 43219 :  
Plaintiff :  
vs. :  
Kevin Jordan :  
1237 Turnpike Avenue :  
Clearfield, PA 16830 :  
Defendant :  
No. 08-0254-CD

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

**MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE**

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on February 12, 2008. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".

2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendant.

3. On February 26, 2008, the Sheriff's office verbally advised counsel for Plaintiff that Kevin Jordan accepted service on February 22, 2008 at 113 Locust Street, Clearfield, PA 16830.

4. On March 14, 2008, Plaintiff sent the Defendant a ten day letter notifying him of its intention to file a default judgment.

5. To date, the Clearfield County Sheriff's office has not filed the Affidavit of Service, which was made on February 22, 2008.

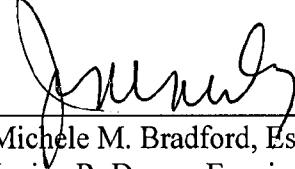
6. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's office files the Affidavit of Service of the Complaint with the Prothonotary. Interest accrues at the rate of \$10.09 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense.

7. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the Affidavit of Service of the Complaint with the Prothonotary within seven days.

Respectfully submitted,  
PHELAN HALLINAN & SCHMIEG, LLP

5/8/08  
Date

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Jenine R. Davey, Esquire  
Attorneys for Plaintiff

## **EXHIBIT A**

FEB 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
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PHILADELPHIA, PA 19103  
(215) 563-7000 168338

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 2008-254-C0

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY  
PLEASE RETURN

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

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COLUMBUS, OH 43219

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1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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Deficit	\$170.49
Subtotal	<u>\$170.49</u>
<b>TOTAL</b>	<b>\$66,732.32</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.

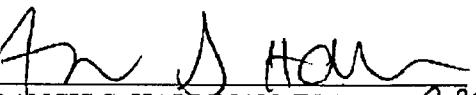
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability 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.
11. Plaintiff hereby releases JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. from liability for the debt secured by the mortgage.

12. By virtue of the death of JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. on 12/10/06, Defendant KEVIN JORDAN became the sole owner of the mortgaged premises as joint tenant with right of survivorship.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,732.32, together with interest from 02/08/2008 at the rate of \$10.09 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 62095  
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 parcel of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Eastern line of Turnpike Avenue Extension, being the road leading from Clearfield to Penfield, designated in earlier deeds as the Clearfield to Lutetburg Turnpike, at the Northeast corner of lot conveyed to Robert Carns by Deed dated the 11th day of October, 1943, recorded in the Deed Book 355, Page 568; thence by the Robert W. Carns line North sixty-four (64) degrees East two hundred twenty-seven and nine-tenths (227.9) feet to an iron pipe in the line of other land now or formerly of Robert W. Carns, thence by the Carns line North twenty-nine (29) degrees thirty (30) minutes West one hundred twenty-eight and two-tenths (128.2) feet to an iron pipe at a corner of Purpart Nos. 30 and 31 of the Richard Shaw Jr. Estate; thence by lot now or formerly of Mrs. R. W. (Reath) Inlow South sixty-nine (69) degrees nineteen (19) minutes West two hundred twenty-one and five-tenths (221.5) feet to a ten inch maple tree in the Eastern line of Turnpike Avenue Extension; thence by Turnpike Avenue Extension South twenty-six (26) degrees no (00) minutes East one hundred forty-eight (148) feet to an iron pipe at the corner of lot now or formerly of Robert W. Carns and the place of beginning.

Said property being in the Minor Subdivision of Land of Kevin Jordan and recorded in Clearfield County Instrument No. 199902712.

EXCEPTING and RESERVING therefrom that parcel conveyed to Edward S. & Dorothy S. Morrison by Deed dated May 12, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199908565.

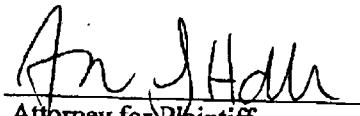
**PARCEL NO. K07-249-00031**

**PROPERTY BEING: 1237 TURNPIKE AVENUE**

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.

  
\_\_\_\_\_  
An J. Hall  
Attorney for Plaintiff  
02095

DATE: 2/1/08

**VERIFICATION**

The undersigned hereby state that they are the attorneys for the Plaintiff in this action, that they are authorized to make this Verification, and that the statements made in the foregoing Motion to Direct Sheriff to file Affidavit of Service and Brief in support thereof are true and correct to the best of their knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

5/8/08  
Date

PHELAN HALLINAN & SCHMIEG, LLP

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Jenine R. Davey, Esquire  
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
BY: Michele M. Bradford, Esquire, ID No. 69849  
Jenine R. Davey, Esquire, ID No. 87077  
One Penn Center at Suburban Station  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Chase Home Finance, LLC  
3415 Vision Drive  
Columbus, PH 43219

Plaintiff

vs.

Kevin Jordan  
1237 Turnpike Avenue  
Clearfield, PA 16830

Defendants

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas  
Civil Division  
Clearfield County  
No. 08-0254-CD

#### CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Direct Sheriff to File  
Affidavit of Service and Brief in Support thereof were served upon the following interested  
parties via first class mail on the date indicated below:

Chester A. Hawkins  
Sheriff of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

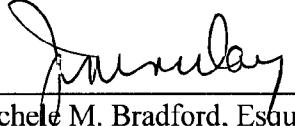
Peter F. Smith, Esquire  
30 South 2<sup>nd</sup> Street  
PO Box 130  
Clearfield, PA 16830-2347  
(Sheriff's Solicitor)

Kevin Jordan  
1237 Turnpike Avenue  
Clearfield, PA 16830

Kevin Jordan  
113 Locust Street  
Clearfield, PA 16830

5/8/08  
Date

PHELAN HALLINAN & SCHMIEG, LLP

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Jenine R. Davey, Esquire  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103761  
NO: 08-254-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE, LLC  
VS.  
DEFENDANT: KEVIN JORDAN

**SHERIFF RETURN**

NOW, February 22, 2008 AT 9:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN JORDAN DEFENDANT AT WORK 113 LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN JORDAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

1237 TURNPIKE AVE., CLEARFIELD, PA. IS A RENTAL PROPERTY "OCCUPIED"

SERVED BY: HUNTER / DEHAVEN

13-2631  
FEB 23 2008  
WAS  
IM  
William A. Shaw  
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103761  
NO: 08-254-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE, LLC  
VS.  
DEFENDANT: KEVIN JORDAN

**SHERIFF RETURN**

---

NOW, February 22, 2008 AT 9:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN JORDAN DEFENDANT AT WORK 113 LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEVIN JORDAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103761  
NO: 08-254-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE, LLC  
vs.  
DEFENDANT: KEVIN JORDAN

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	667026	20.00
SHERIFF HAWKINS	PHELAN	667026	26.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103795  
NO: 08-254-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC  
vs.  
DEFENDANT: KEVIN JORDAN

**SHERIFF RETURN**

---

NOW, February 25, 2008, SHERIFF OF WASHINGTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
KEVIN JORDAN.

NOW, March 03, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
KEVIN JORDAN, DEFENDANT. THE RETURN OF WASHINGTON COUNTY IS HERETO ATTACHED AND MADE  
PART OF THIS RETURN MARKED "NOT FOUND".

*Attempted Service*

03-26-08  
W.A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103795  
NO: 08-254-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CHASE HOME FINANCE LLC  
vs.  
DEFENDANT: KEVIN JORDAN

**SHERIFF RETURN**

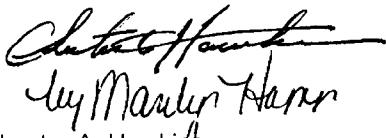
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	669639	10.00
SHERIFF HAWKINS	PHELAN	669639	12.00
WASHINGTON CO.	PHELAN	669661	35.09

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

# WASHINGTON COUNTY, PENNSYLVANIA

## OFFICE OF THE SHERIFF

SAMUEL F. ROMANO  
SHERIFF

JAMES B. DALESSANDRO  
CHIEF DEPUTY



COURTHOUSE SQUARE  
SUITE 303  
100 WEST BEAU STREET  
WASHINGTON, PA 15301  
724-228-6840  
FAX 724-223-4719

Sheriff File Number – 08000950

Court Docket #: **2008-254-CD**

County of WASHINGTON, Commonwealth of PENNSYLVANIA

CHASE HOME FINANCE LLC

vs.

KEVIN JORDAN

### Affidavit of Service

COMPLAINT IN MORTGAGE FORECLOSURE

I hereby CERTIFY and RETURN that on 3/3/2008 at 1:50PM service was attempted with the due diligence and inquiry for KEVIN JORDAN. Service was unable to be made for the following reasons: OWNER STATED DEFENDANT NEVER LIVED AT THIS ADDRESS.

### SERVICE ATTEMPTS

Date: 3/3/2008 Time: 1:43 pm 120 EASTPOINTE DRIVE WASHINGTON, PA 15301

Date: 3/3/2008 Time: 1:50 pm 120 EASTPOINTE DRIVE WASHINGTON, PA 15301

Fees Received from Attorney: N. E. I. (\$5.00), MILEAGE (\$4.59), POSTAGE (\$1.00). FIRST DEFENDANT BASE COST (\$24.50) Total Charges \$35.09

Attorney Name: PHELAN HALLINAN & SCHMIEG, LLP, ONE PENN CENTER AT SUBURBAN STATION 1617 JFK BOULEVARD SUITE 1400, PHILADELPHIA, PA 19103-9897

Affirmed & Subscribed to before  
Me March 4, 2008

ANTHONY INTERVAL, Deputy Sheriff

Paulette Daniels

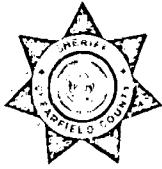
Notary Public

**NOTARY SEAL**  
PAULETTE DANIELS, Notary Public  
Washington, Washington County, PA  
My Commission Expires February 24, 2010

Samuel Romano

Sheriff of Washington County

My commission expires:



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN EAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103795

TERM & NO. 08-254-CD

CHASE HOME FINANCE LLC

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

KEVIN JORDAN

**SERVE BY: 03/21/08  
COURT DATE:**

**MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.**

**SERVE:** KEVIN JORDAN

**ADDRESS:** 120 EASTPOINTE DRIVE, WASHINGTON, PA 15301

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF WASHINGTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 28, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

William A. Shaw  
Prothonotary/Clerk of Courts

2/20/08 Document  
Reinstated/Reissued to Sheriff Attorney  
for service.  
W. A. Shaw  
Deputy Prothonotary

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

168338

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

Plaintiff  
v.

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM

NO. 2008-254-C0

CLEARFIELD COUNTY

ATTORNEY FILE COPY  
PLEASE RETURN

We hereby certify the  
within to be a true and  
correct copy of the  
original filed 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:  
Daniel J. Nelson, 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

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

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

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 04/08/2005 JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. made, executed, and delivered a mortgage upon the premises hereinafter described to GREENPOINT MORTGAGE FUNDING, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200505160. 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 09/01/2007 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	\$62,696.90
Interest	\$1,937.28
08/01/2007 through 02/08/2008	
(Per Diem \$10.09)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$52.65
04/08/2005 to 02/08/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$66,561.83
Escrow	
Credit	\$0.00
Deficit	\$170.49
Subtotal	<u>\$170.49</u>
<b>TOTAL</b>	<b>\$66,732.32</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.

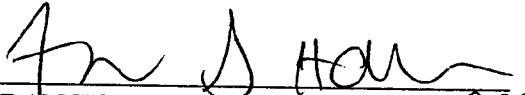
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability 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.
11. Plaintiff hereby releases JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. from liability for the debt secured by the mortgage.

12. By virtue of the death of JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. on 12/10/06, Defendant KEVIN JORDAN became the sole owner of the mortgaged premises as joint tenant with right of survivorship.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,732.32, together with interest from 02/08/2008 at the rate of \$10.09 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 62095  
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 parcel of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Eastern line of Turnpike Avenue Extension, being the road leading from Clearfield to Penfield, designated in earlier deeds as the Clearfield to Lutetburg Turnpike, at the Northeast corner of lot conveyed to Robert Carns by Deed dated the 11th day of October, 1943, recorded in the Deed Book 355, Page 568; thence by the Robert W. Carns line North sixty-four (64) degrees East two hundred twenty-seven and nine-tenths (227.9) feet to an iron pipe in the line of other land now or formerly of Robert W. Carns, thence by the Carns line North twenty-nine (29) degrees thirty (30) minutes West one hundred twenty-eight and two-tenths (128.2) feet to an iron pipe at a corner of Purpart Nos. 30 and 31 of the Richard Shaw Jr. Estate; thence by lot now or formerly of Mrs. R.W. (Reath) Inlow South sixty-nine (69) degrees nineteen (19) minutes West two hundred twenty-one and five-tenths (221.5) feet to a ten inch maple tree in the Eastern line of Turnpike Avenue Extension; thence by Turnpike Avenue Extension South twenty-six (26) degrees no (00) minutes East one hundred forty-eight (148) feet to an iron pipe at the corner of lot now or formerly of Robert W. Carns and the place of beginning.

Said property being in the Minor Subdivision of Land of Kevin Jordan and recorded in Clearfield County Instrument No. 199902712.

EXCEPTING and RESERVING therefrom that parcel conveyed to Edward S. & Dorothy S. Morrison by Deed dated May 12, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199908565.

PARCEL NO. K07-249-00031

**PROPERTY BEING: 1237 TURNPIKE AVENUE**

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.

  
An J. Hall  
Attorney for Plaintiff  
(a2695)

DATE: 2/11/08

May 10, 2010 (6K)  
William A. Shaw  
Prothonotary/Clerk of Court

1 Court to Bar

PHELAN HALLINAN & SCHMIEG, LLP  
BY: Michele M. Bradford, Esquire, ID No. 69849  
Jenine R. Davey, Esquire, ID No. 87077  
One Penn Center at Suburban Station  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Chase Home Finance, LLC :  
3415 Vision Drive :  
Columbus, OH 43219 :  
Plaintiff :  
:

vs.

Kevin Jordan :  
1237 Turnpike Avenue :  
Clearfield, PA 16830 :  
Defendant :  
:

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

No. 08-0254-CD

#### CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the Order granting Plaintiff's Motion to Direct Sheriff to File Affidavit of Service were served upon the following interested parties via first class mail on the date indicated below:

Chester A. Hawkins  
Sheriff of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

Peter F. Smith, Esquire  
30 South 2<sup>nd</sup> Street  
PO Box 130  
Clearfield, PA 16830-2347  
(Sheriff's Solicitor)

Kevin Jordan  
1237 Turnpike Avenue  
Clearfield, PA 16830

Kevin Jordan  
113 Locust Street  
Clearfield, PA 16830

5/15/08  
Date

PHELAN HALLINAN & SCHMIEG, LLP



Michele M. Bradford, Esquire  
Jenine R. Davey, Esquire  
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station - Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

FILED Atty pd. \$20.00  
MAY 14 2008 JUN 10 2008 ICC Notice  
William A. Shaw to Def.  
Prothonotary/Clerk of Courts  
Statement to Atty  
(6P)

CHASE HOME FINANCE, LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

Plaintiff,  
v.

KEVIN JORDAN  
113 LOCUST STREET  
CLEARFIELD, PA 16830

Defendant(s).

:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 2008-254-CD  
:  
:  
:  
:

PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KEVIN JORDAN**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

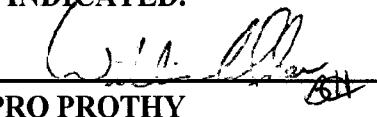
As set forth in the Complaint	\$ 66,732.32
Interest - 2/9/08 TO 6/6/08	\$ 1,200.71
<b>TOTAL</b>	<b><u>\$ 67,933.03</u></b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 6/10/08

  
PRO PROTHY

168338

PHELAN HALLINAN AND SCHMIEG  
By: 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

CHASE HOME FINANCE LLC  
Plaintiff

Vs.

KEVIN JORDAN

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 2008-254-CD

*FILE COPY*

TO: KEVIN JORDAN  
113 LOCUST STREET  
CLEARFIELD, PA 16830

DATE OF NOTICE: MARCH 14, 2008

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

#### IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT  
ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL  
SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
100 SOUTH STREET  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

  
JASON SEIDMAN, Legal Assistant

• **PHELAN HALLINAN & SCHMIEG**  
By: **DANIEL G. SCHMIEG**  
Identification No. 62205                   **ATTORNEY FOR PLAINTIFF**  
Suite 1400  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

**CHASE HOME FINANCE, LLC**  
**3415 VISION DRIVE**  
**COLUMBUS, OH 43219**

:  
:                   **CLEARFIELD COUNTY**  
:                   **COURT OF COMMON PLEAS**

**Plaintiff,**

:                   **CIVIL DIVISION**

**v.**

**KEVIN JORDAN**  
**113 LOCUST STREET**  
**CLEARFIELD, PA 16830**

:                   **NO. 2008-254-CD**

**Defendant(s).**

:  
:  
:

**VERIFICATION OF NON-MILITARY SERVICE**

DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant **KEVIN JORDAN** is over 18 years of age and resides at **113 LOCUST STREET, CLEARFIELD, PA 16830**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

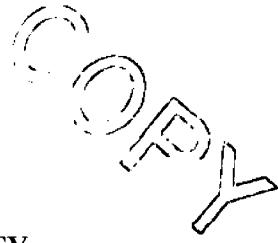
  
\_\_\_\_\_  
**DANIEL G. SCHMIEG, ESQUIRE**

FILED

JUN 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

(Rule of Civil Procedure No. 236 - Revised)



IN THE COURT OF COMMON PLEAS  
CLEARFIELD PENNSYLVANIA

CHASE HOME FINANCE, LLC

3415 VISION DRIVE

COLUMBUS, OH 43219

Plaintiff,

v.

KEVIN JORDAN

113 LOCUST STREET

CLEARFIELD, PA 16830

Defendant(s).

:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 2008-254-CD  
:  
:  
:  
:  
:

Notice is given that a Judgment in the above captioned matter has been entered against you  
on June 10, 2008.

BY John M. Schmieg DEPUTY

If you have any questions concerning this matter, please contact:

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Chase Home Finance LLC  
Plaintiff(s)

No.: 2008-00254-CD

Real Debt: \$67,933.03

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Kevin Jordan Entry: \$20.00  
Defendant(s)

Instrument: In Rem Judgment

Date of Entry: June 10, 2008

Expires: June 10, 2013

Certified from the record this 10th day of June, 2008.



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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

**PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

CHASE HOME FINANCE, LLC

vs.

KEVIN JORDAN

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-254-CD Term 20...

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due		
Interest from 06/7/08 TO SALE to Sale	\$67,933.03	140.00
Per diem \$11.17	\$	
Add'l Costs	\$3,602.00	
Writ Total	\$	

*Frank J. Schmid*  
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

168338

FILED Atty pd.  
MTO: 3084 100.00  
JUL 24 2008 10006 wnts  
William A. Shaw w/ prop desc.  
Prothonotary/Clerk of Courts to Sheriff  
(GK)

No. 2008-254.CD..... Term 20 ....A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE, LLC

vs.

KEVIN JORDAN

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

*Kevin J. Jordan*  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

CHASE HOME FINANCE, LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

Plaintiff,

v.

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

Defendant(s).

:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-254-CD  
:  
:  
:  
:

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No.1)**

CHASE HOME FINANCE, LLC, Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at 1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830.

1. Name and address of Owner(s) or reputed Owner(s):

NAME LAST KNOWN ADDRESS (If address cannot be  
reasonably ascertained, please so indicate.)

KEVIN JORDAN 1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

2. Name and address of Defendant(s) in the judgment:

NAME LAST KNOWN ADDRESS (If address cannot be  
reasonably ascertained, please so indicate.)

**Same as Above**

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. '4904 relating to unsworn falsification to authorities.

7/23/08  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**CHASE HOME FINANCE, LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219**

**Plaintiff,**

V.

**KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 2008-254-CD**

## **AFFIDAVIT PURSUANT TO RULE 3129**

**CHASE HOME FINANCE, LLC**, Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at **1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830**.

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)  
**None**

4. Name and address of the last recorded holder of every mortgage of record:

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)  
**None**

5. Name and address of every other person who has any record lien on the property:

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:

NAME LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT

**1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830**

**DOMESTIC RELATIONS  
CLEARFIELD COUNTY**

**CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830**

**COMMONWEALTH OF  
PENNSYLVANIA**

**DEPARTMENT OF WELFARE  
PO BOX 2675  
HARRISBURG, PA 17105**

**Commonwealth of Pennsylvania  
Bureau of Individual Tax  
Inheritance Tax Division**

**6<sup>th</sup> Floor, Strawberry Sq., Dept 28061  
Harrisburg, PA 17128**

**Internal Revenue Service  
Federated Investors Tower**

**13<sup>TH</sup> Floor, Suite 1300  
1001 Liberty Avenue  
Pittsburgh, PA 15222**

**Department of Public Welfare  
TPL Casualty Unit  
Estate Recovery Program**

**P.O. Box 8486  
Willow Oak Building  
Harrisburg, PA 17105**

**KIMBERLY K. JORDAN**

**1374 TALE RD  
WOODLAND, PA 16881**

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. '4904 relating to unsworn falsification to authorities.

7/23/08

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**PHELAN HALLINAN & SCHMIEG**  
By: **DANIEL G. SCHMIEG**  
**Identification No. 62205**  
**Suite 1400**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**

**ATTORNEY FOR PLAINTIFF**

**CHASE HOME FINANCE, LLC**  
**3415 VISION DRIVE**  
**COLUMBUS, OH 43219**

:  
:  
: **CLEARFIELD COUNTY**  
: **COURT OF COMMON PLEAS**

**Plaintiff,**

: **CIVIL DIVISION**

v.

**KEVIN JORDAN**  
**1237 TURNPIKE AVENUE**  
**CLEARFIELD, PA 16830**

: **NO. 2008-254-CD**

**Defendant(s).**

:  
:  
:

**CERTIFICATION**

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- an FHA Mortgage
- non-owner occupied
- vacant
- Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. sec.4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
**DANIEL G. SCHMIEG, ESQUIRE**  
Attorney for Plaintiff

(C)

**WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183 and Rule 3257**

CHASE HOME FINANCE, LLC

vs.

KEVIN JORDAN

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 20  
No. 2008-254-CD..... Term 20  
No. ..... Term 20

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

**To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically described property below):**

PREMISES: 1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
(See Legal Description attached)

Amount Due	
Interest from 06/7/08 TO SALE to Sale	\$67,933.03
Per diem \$11.17	142.00
Add'l Costs	\$ _____.
Writ Total	\$3,602.00

*Willie M. Chang*  
.....  
(Clerk) Office of the Prothonotary, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated July 24, 2008  
(SEAL)

168338

No. 2008-254.CD..... Term 20 ....A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE, LLC

vs.

KEVIN JORDAN

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

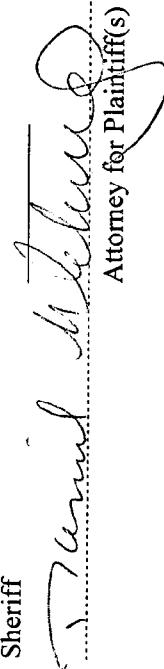
Real Debt \$67,933.03

Int. from 06/7/08 TO SALE  
To Date of Sale (\$11.17 per diem)

Costs

Prothy Pd. 14200

Sheriff

  
Attorney for Plaintiff(s)

Address: KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

## LEGAL DESCRIPTION

ALL that certain parcel of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Eastern line of Turnpike Avenue Extension, being the road leading from Clearfield to Penfield, designated in earlier deeds as the Clearfield to Lutehersburg Turnpike, at the Northeast corner of lot conveyed to Robert Carns by Deed dated the 11th day of October, 1943, recorded in the Deed Book 355, Page 568; thence by the Robert W. Carns line North sixty-four (64) degrees East two hundred twenty-seven and nine-tenths (227.9) feet to an iron pipe in the line of other land now or formerly of Robert W. Carns, thence by the Carns line North twenty-nine (29) degrees thirty (30) minutes West one hundred twenty-eight and two-tenths (128.2) feet to an iron pipe at a corner of Purpart Nos. 30 and 31 of the Richard Shaw Jr. Estate; thence by lot now or formerly of Mrs. R.W. (Reath) Inlow South sixty-nine (69) degrees nineteen (19) minutes West two hundred twenty-one and five-tenths (221.5) feet to a ten inch maple tree in the Eastern line of Turnpike Avenue Extension; thence by Turnpike Avenue Extension South twenty-six (26) degrees no (00) minutes East one hundred forty-eight (148) feet to an iron pipe at the corner of lot now or formerly of Robert W. Carns and the place of beginning.

Said property being in the Minor Subdivision of Land of Kevin Jordan and recorded in Clearfield County Instrument No. 199902712.

Being identified in the Clearfield County Mapping Assessment Office as Map No. 123-K07-249-00031.

EXCEPTING and RESERVING therefrom that parcel conveyed to Edward S. & Dorothy S. Morrison by Deed dated May 12, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199908565.

BEING the same premises as were conveyed to Joseph Bradley, an adult individual, by Deed of Kevin Jordan, a single individual, dated April 8, 2005 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200505.59.

Plaintiff hereby releases JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. from liability for the debt secured by the mortgage.

By virtue of the death of JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. on 12/10/06, Defendant KEVIN JORDAN became the sole owner of the mortgaged premises as joint tenant with right of survivorship.

Premises being: 1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE, LLC

: CLEARFIELD COUNTY

Plaintiff,

: COURT OF COMMON PLEAS

v.

: CIVIL DIVISION

KEVIN JORDAN

: NO. 2008-254-CD

Defendant(s)

:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS:

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given to Lienholders in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the Affidavit No. 2 (previously filed) and/or Amended Affidavit No. 2 on the date indicated. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Date: August 22, 2008

**IMPORTANT NOTICE:** This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

163338

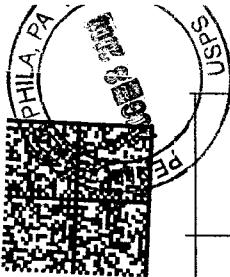
163338 NOCC  
M/11/23/08  
AUG 27 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Court

Name and  
Address  
of Sender

COS: PHELAN HALLINAN & SCHMIEG  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT 1237 TURNPIKE AVENUE CLEARFIELD, PA 16830		
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105		
4		Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Division, 6 <sup>th</sup> Floor, Strawberry Sq., Dept 28061, Harrisburg, PA 17128		
5		Internal Revenue Service, Federated Investors Tower, 13 <sup>TH</sup> Floor, Suite 1300, 1001 Liberty Avenue, Pittsburgh, PA 15222		
6		Department of Public Welfare, TPL Casualty Unit, Estate Recovery Program, P.O. Box 8486, Willow Oak Building, Harrisburg, PA 17105		
7		KIMBERLY K. JORDAN 1374 TALE RD WOODLAND, PA 16881		
8				
9				
10				
11				
12		<b>Re: KEVIN JORDAN</b>	<b>168338</b>	<b>TEAM 4 KAZ</b>
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

UNITED STATES POSTAL SERVICE  
\$ 02.780  
02 1M 0004218010 AUG 08 2008  
PTNEY BOMBS  
MAILED FROM ZIP CODE 19103



PLAINTIFF

AFFIDAVIT OF SERVICE  
CHASE HOME FINANCE, LLC

DEFENDANT(S)

KEVIN JORDAN

CLEARFIELD County  
No. 2008-254-CD  
Our File #: 168338

Please serve upon:

KEVIN JORDAN

Type of Action

- Notice of Sheriff's Sale

\*\*\*\*\*  
SERVE AT:

113 LOCUST STREET  
CLEARFIELD, PA 16830

Sale Date: 16/3/08

SERVED

Served and made known to KEVIN JORDAN, Defendant, on the 18th day of August, 2008, at 11:30, o'clock Am., at 113 EAST LOCUST ST., CLEARFIELD, PA. 16830,

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.  
 Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_\_.  
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.  
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
 Agent or person in charge of Defendant(s)'s office or usual place of business.  
 an officer of said Defendant(s)'s company.  
 Other: \_\_\_\_\_

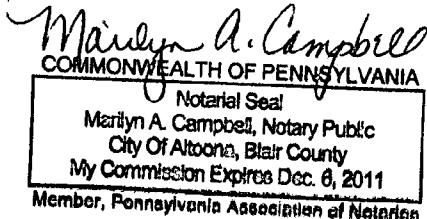
Description: Age 40 Height 6'0" Weight 175 lbs Race B Sex M Other

I, D.M. ELLIS, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 19th day  
of AUGUST, 2008

Notary:

By: D.M. Ellis



NOT SERVED

\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\*

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ o'clock .m., Defendant NOT FOUND because:

Moved  Unknown  No Answer  Vacant  
1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 3rd  
attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_.  
Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_.

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

*m/11/15 B7 NOCC*  
*LM*  
Marilyn A. Campbell  
Notary Public  
City of Altoona, Blair County  
My Commission Expires Dec. 6, 2011

# AFFIDAVIT OF SERVICE

PLAINTIFF

CHASE HOME FINANCE, LLC

CLEARFIELD County  
No. 2008-254-CD  
Our File #: 168338

DEFENDANT(S)

KEVIN JORDAN

Type of Action  
- Notice of Sheriff's Sale

Please serve upon:

KEVIN JORDAN

Sale Date: 10/3/08

SERVE AT:

3348 PORTOLA STREET  
PITTSBURGH, PA 15214

SERVED

Served and made known to KEVIN JORDAN, Defendant, on the 21 day of Aug,  
2008 at 11:45 o'clock Am., at 3348 Portola STREET PITTSBURGH, 15214

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.  
 Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_\_  
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.  
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
 Agent or person in charge of Defendant(s)'s office or usual place of business.  
 Other: \_\_\_\_\_ an officer of said Defendant(s)'s company.

Description: Age 45 Height 5'4" Weight 115 Race Cauc Sex F Other  
C. D. Lauther

I, C. D. Lauther, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 01 day  
of Aug, 2008.

Notary:

By: C. D. Lauther

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL	
THOMAS P. STRAIN, Notary Public *** City of Philadelphia, Phila. County My Commission Expires February 4, 2010	

NOT SERVED  
ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\*

Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant \_\_\_\_\_  
1st attempt Date: 8-16-08 Time: \_\_\_\_\_, 2nd attempt Date: 8-19-08 Time: \_\_\_\_\_, 3rd

attempt Date: 11:30 AM Time: \_\_\_\_\_  
Other: \_\_\_\_\_

2:01pm

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

Notary:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

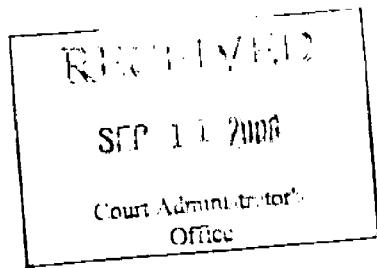
COMMONWEALTH OF PENNSYLVANIA	
NOTARIAL SEAL	
THOMAS P. STRAIN, Notary Public City of Philadelphia, Phila. County My Commission Expires February 4, 2010	

By:

*m/11/08*  
NOCC  
GM  
John A. Shaw  
Secretary/Clerk of COFC

10/2

9:30



PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: CLEARFIELD County

KEVIN JORDAN

: No. 2008-254-CD

Defendant

:

**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

**I. BACKGROUND OF CASE**

JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendant defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendant credit for monthly payments tendered through bankruptcy, if any.

## **II. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT**

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958). Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988). The Pennsylvania Superior Court has repeatedly cited the right of a foreclosing creditor to amend its judgment prior to the Sheriff's sale. Nationsbanc Mortgage Corp. v. Grillo, 827 A.2d 489 (Pa.Super. 2003). Morgan Guaranty Trust Co. of N.Y. vs. Mowl, 705 A.2d 923 (Pa. Super. 1998). Union National Bank of Pittsburgh v. Ciongcli, 407 Pa.Super. 171, 595 A.2d 179 (1991).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendant as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendant's failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagor to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagor is also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property. The mortgagor has breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

### **III. THE FORECLOSURE JUDGMENT IS IN REM ONLY**

The within case is a mortgage foreclosure action, the sole purpose of which is to take the mortgaged property to Sheriff's Sale. Pennsylvania law makes clear that an action in mortgage foreclosure is strictly in rem and does not include any personal liability. Newtown Village Partnership v. Kimmel, 424 Pa. Super 53, 55, 621 A.2d 1036, 1037 (1993). Signal Consumer Discount Company v. Babuscio, 257 Pa. Super 101, 109, 390 A.2d 266, 270 (1978). Pennsylvania Rule of Civil Procedure 1141(a).

However, Pennsylvania law requires that the foreclosure action demand judgment for the amount due. Pa.R.C.P. 1147(6). The purpose of the dollar amount in the in rem judgment is for bidding at the Sheriff's Sale. In the event that a third party real estate speculator were to bid on the mortgaged property at the Sheriff's Sale and become the successful purchaser, Plaintiff would receive the amount of the in rem judgment from the Sheriff.

### **IV. INTEREST**

The Mortgage clearly requires that the Defendant shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

### **V. TAXES AND INSURANCE**

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the

outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

## **VI. ATTORNEY'S FEES**

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974).

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa. Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

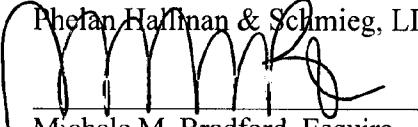
**VII. CONCLUSION**

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 9/9/08

By:   
Phelan, Hallinan & Schmieg, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CHASE HOME FINANCE LLC  
Plaintiff

vs.

KEVIN JORDAN

Defendant

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No. 2008-254-CD

RULE

AND NOW, this 15<sup>th</sup> day of September 2008, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 2<sup>nd</sup> day of October 2008, at 9:30 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT  


168338

168338 ICC  
01/23/08 Atty Bradford  
SEP 15 2008 (610)

William A. Shaw  
Prothonotary/Clerk of Courts

SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/15/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

FILED NO  
MTB:yal  
SEP 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC	:	Court of Common Pleas
	:	
Plaintiff	:	Civil Division
	:	
vs.	:	CLEARFIELD County
	:	
KEVIN JORDAN	:	No. 2008-254-CD
	:	
Defendant		

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on February 12, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on June 10, 2008 in the amount of \$67,933.03. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on October 3, 2008.

5. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$62,696.90
Interest Through October 3, 2008	\$4,317.48
Per Diem \$10.09	
Late Charges	\$224.64
Legal fees	\$1,675.00
Cost of Suit and Title	\$1,307.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium / Private Mortgage Insurance	\$41.99
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$1,583.89</u>
 <b>TOTAL</b>	 <b>\$71,846.90</b>

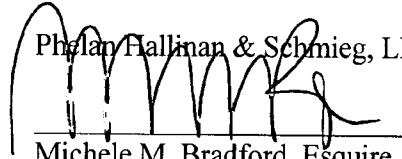
6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 9/9/08

By:   
Phelan Hallinan & Schmieg, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

FEB 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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 168338

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 2008-254-C0

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY  
PLEASE RETURN

We hereby certify the  
within to be a true and  
correct copy of the  
original filed 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:**  
Daniel J. Nelson, 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

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

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

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

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

3. On 04/08/2005 JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. made, executed, and delivered a mortgage upon the premises hereinafter described to GREENPOINT MORTGAGE FUNDING, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200505160. 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 09/01/2007 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	\$62,696.90
Interest	\$1,937.28
08/01/2007 through 02/08/2008	
(Per Diem \$10.09)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$52.65
04/08/2005 to 02/08/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$66,561.83
Escrow	
Credit	\$0.00
Deficit	\$170.49
Subtotal	<u>\$170.49</u>
<b>TOTAL</b>	<b>\$66,732.32</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.
11. Plaintiff hereby releases JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. from liability for the debt secured by the mortgage.

12. By virtue of the death of JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. on 12/10/06, Defendant KEVIN JORDAN became the sole owner of the mortgaged premises as joint tenant with right of survivorship.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,732.32, together with interest from 02/08/2008 at the rate of \$10.09 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 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 parcel of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Eastern line of Turnpike Avenue Extension, being the road leading from Clearfield to Penfield, designated in earlier deeds as the Clearfield to Lutetburg Turnpike, at the Northeast corner of lot conveyed to Robert Carns by Deed dated the 11th day of October, 1943, recorded in the Deed Book 355, Page 568; thence by the Robert W. Carns line North sixty-four (64) degrees East two hundred twenty-seven and nine-tenths (227.9) feet to an iron pipe in the line of other land now or formerly of Robert W. Carns, thence by the Carns line North twenty-nine (29) degrees thirty (30) minutes West one hundred twenty-eight and two-tenths (128.2) feet to an iron pipe at a corner of Purpart Nos. 30 and 31 of the Richard Shaw Jr. Estate; thence by lot now or formerly of Mrs. R.W. (Reath) Inlow South sixty-nine (69) degrees nineteen (19) minutes West two hundred twenty-one and five-tenths (221.5) feet to a ten inch maple tree in the Eastern line of Turnpike Avenue Extension; thence by Turnpike Avenue Extension South twenty-six (26) degrees no (00) minutes East one hundred forty-eight (148) feet to an iron pipe at the corner of lot now or formerly of Robert W. Carns and the place of beginning.

Said property being in the Minor Subdivision of Land of Kevin Jordan and recorded in Clearfield County Instrument No. 199902712.

EXCEPTING and RESERVING therefrom that parcel conveyed to Edward S. & Dorothy S. Morrison by Deed dated May 12, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199903565.

PARCEL NO. K07-249-00031

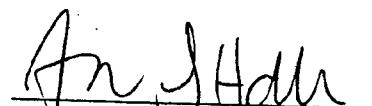
**PROPERTY BEING: 1237 TURNPIKE AVENUE**

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.

  
An J. Hahn  
Attorney for Plaintiff  
02695

DATE: 2/11/08

# **Exhibit “B”**

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station - Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

FILED  
COPY  
JUN 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

CHASE HOME FINANCE, LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

v.  
Plaintiff,  
CLEARFIELD COUNTY  
KEVIN JORDAN  
113 LOCUST STREET  
CLEARFIELD, PA 16830

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2008-254-CD

PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KEVIN JORDAN**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 66,732.32
Interest - 2/9/08 TO 6/6/08	\$ 1,200.71
<b>TOTAL</b>	<b><u>\$ 67,933.03</u></b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 6/10/08

168338

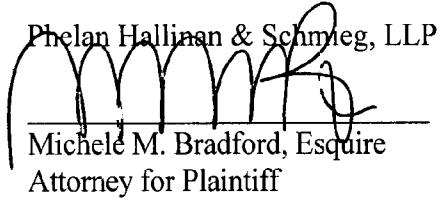
  
PRO PROTHY

**VERIFICATION**

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 9/9/08

By:

  
Phelan Hallinan & Schmeg, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: CLEARFIELD County

KEVIN JORDAN

: No. 2008-254-CD

Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

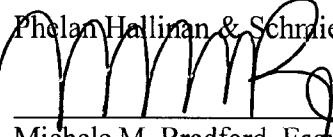
KEVIN JORDAN  
113 LOCUST STREET  
CLEARFIELD, PA 16830

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

KEVIN JORDAN  
120 EASTPOINTE DRIVE  
WASHINGTON, PA 15301

DATE: 9/9/08

By:

  
Phelan Hallinan & Schmiege, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC : Court of Common Pleas  
Plaintiff : Civil Division  
vs. : CLEARFIELD County  
KEVIN JORDAN : No. 2008-254-CD  
Defendant :

**MEMORANDUM OF LAW IN SUPPORT OF**  
**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

**I. BACKGROUND OF CASE**

JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendant defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendant credit for monthly payments tendered through bankruptcy, if any.

## **II. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT**

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958). Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988). The Pennsylvania Superior Court has repeatedly cited the right of a foreclosing creditor to amend its judgment prior to the Sheriff's sale. Nationsbanc Mortgage Corp. v. Grillo, 827 A.2d 489 (Pa.Super. 2003). Morgan Guaranty Trust Co. of N.Y. vs. Mowl, 705 A.2d 923 (Pa. Super. 1998). Union National Bank of Pittsburgh v. Ciongoli, 407 Pa.Super. 171, 595 A.2d 179 (1991).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendant as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendant's failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagor to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagor is also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property. The mortgagor has breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

### **III. THE FORECLOSURE JUDGMENT IS IN REM ONLY**

The within case is a mortgage foreclosure action, the sole purpose of which is to take the mortgaged property to Sheriff's Sale. Pennsylvania law makes clear that an action in mortgage foreclosure is strictly in rem and does not include any personal liability. Newtown Village Partnership v. Kimmel, 424 Pa. Super 53, 55, 621 A.2d 1036, 1037 (1993). Signal Consumer Discount Company v. Babuscio, 257 Pa. Super 101, 109, 390 A.2d 266, 270 (1978). Pennsylvania Rule of Civil Procedure 1141(a).

However, Pennsylvania law requires that the foreclosure action demand judgment for the amount due. Pa.R.C.P. 1147(6). The purpose of the dollar amount in the in rem judgment is for bidding at the Sheriff's Sale. In the event that a third party real estate speculator were to bid on the mortgaged property at the Sheriff's Sale and become the successful purchaser, Plaintiff would receive the amount of the in rem judgment from the Sheriff.

### **IV. INTEREST**

The Mortgage clearly requires that the Defendant shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

### **V. TAXES AND INSURANCE**

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the

outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

## **VI. ATTORNEY'S FEES**

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974).

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa. Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

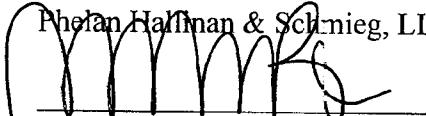
## VII. CONCLUSION

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 9/9/08

By:   
Pheon Hallinan & Schmieg, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

FILED  
12:59 PM  
SEP 22 2008  
NOCC  
JAN

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CHASE HOME FINANCE LLC

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: CLEARFIELD County

KEVIN JORDAN

: No. 2008-254-CD

Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's September 15, 2008 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

KEVIN JORDAN  
113 LOCUST STREET  
CLEARFIELD, PA 16830

KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

DATE: 9/19/08

By:

Phelan Hallinan & Schmieg, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

CA

11/11/08 ICC to Atty  
01935cm Chata for  
031 2008 PILS w/11  
serve.

5 William A. Shaw  
Prothonotary Clerk of Courts

GLC

**IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA**

CHASE HOME FINANCE LLC : Court of Common Pleas  
Plaintiff : Civil Division  
vs. : CLEARFIELD County  
KEVIN JORDAN : No. 2008-254-CD  
Defendant :

**ORDER**

AND NOW, this 2<sup>nd</sup> day of October, 2008 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

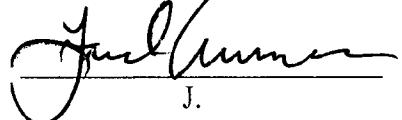
Principal Balance	\$62,696.90
Interest Through October 3, 2008	\$4,317.48
Per Diem \$10.09	
Late Charges	\$224.64
Legal fees	\$1,675.00
Cost of Suit and Title	\$1,307.00
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$41.99
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	<u>\$1,583.89</u>
<b>TOTAL</b>	<b>\$71,846.90</b>

Plus interest from October 3, 2008 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



J.

168338

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20806  
NO: 08-254-CD

PLAINTIFF: CHASE HOME FINANCE, LLC  
vs.  
DEFENDANT: KEVIN JORDAN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/24/2008

LEVY TAKEN 8/5/2008 @ 9:54 AM  
POSTED 8/5/2008 @ 9:59 AM  
SALE HELD 10/3/2008  
SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/15/2008

DATE DEED FILED 10/15/2008

PROPERTY ADDRESS 1237 TURNPIKE AVENUE CLEARFIELD, PA 16830

FILED  
01319871  
OCT 15 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

@ SERVED KEVIN JORDAN

DEPUTIES UNABLE TO SERVE KEVIN JORDAN AT 1237 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS VACANT.

9/26/2008 @ SERVED KEVIN JORDAN

SERVED KEVIN JORDAN, DEFENDANT, BY CERT. & REG. MAIL TO 3348 PORTOLA STREET, PITTSBURGH, PENNSYLVANIA. CERT #70060810000145073954 SIGNED FOR BY ALLEN JORDAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

9/24/2008 @ SERVED KEVIN JORDAN

SERVED KEVIN JORDAN, DEFENDANT BY REG & CERT MAIL TO 113 EAST LOCUST STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073909. 10/11/08 RETURNED UNCLAIMED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED

ATTORNEY'S OFFICE PERSONALLY SERVED KEVIN JORDAN, DEFENDANT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20806  
NO: 08-254-CD

PLAINTIFF: CHASE HOME FINANCE, LLC

vs.

DEFENDANT: KEVIN JORDAN

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$187.20

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
Say Cynthia Butler Clugerman  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183 and Rule 3257**

CHASE HOME FINANCE, LLC

vs.

KEVIN JORDAN

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 20  
No. 2008-254-CD ..... Term 20  
No. ..... Term 20

**WRIT OF EXECUTION**  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

**To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically described property below):**

PREMISES: 1237 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
(See Legal Description attached)

Amount Due	\$67,933.03
Interest from 06/7/08 TO SALE to Sale	\$ _____.
Per diem \$11.17	
Add'l Costs	\$3,602.00
Writ Total	\$

*Willie Blair*  
\_\_\_\_\_  
(Clerk) Office of the Prothonotary, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated July 24, 2008  
(SEAL)

168338

Received this writ this 24<sup>th</sup> day  
of July A.D. 2008  
At 3:00 A.M./P.M.

Chester A. Hauthuis  
Sheriff by Cynthia Butler-Deppold

No. 2008-254-CD ..... Term 20 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CHASE HOME FINANCE, LLC

vs.

KEVIN JORDAN

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Real Debt	\$67,933.03
Int. from 06/7/08 TO SALE To Date of Sale (\$11.17 per diem)	
Costs	
Protho Pd.	<u>142.00</u>

Sheriff *Kevin J. Jordan*  
Attorney for Plaintiff(s)

Address: KEVIN JORDAN  
1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

## **LEGAL DESCRIPTION**

ALL that certain parcel of land with a residential dwelling and other improvements thereon situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the Eastern line of Turnpike Avenue Extension, being the road leading from Clearfield to Penfield, designated in earlier deeds as the Clearfield to Lutiehersburg Turnpike, at the Northeast corner of lot conveyed to Robert Carns by Deed dated the 11th day of October, 1943, recorded in the Deed Book 355, Page 568; thence by the Robert W. Carns line North sixty-four (64) degrees East two hundred twenty-seven and nine-tenths (227.9) feet to an iron pipe in the line of other land now or formerly of Robert W. Carns, thence by the Carns line North twenty-nine (29) degrees thirty (30) minutes West one hundred twenty-eight and two-tenths (128.2) feet to an iron pipe at a corner of Purpart Nos. 30 and 31 of the Richard Shaw Jr. Estate; thence by lot now or formerly of Mrs. R.W. (Reath) Inlow South sixty-nine (69) degrees nineteen (19) minutes West two hundred twenty-one and five-tenths (221.5) feet to a ten inch maple tree in the Eastern line of Turnpike Avenue Extension; thence by Turnpike Avenue Extension South twenty-six (26) degrees no (00) minutes East one hundred forty-eight (148) feet to an iron pipe at the corner of lot now or formerly of Robert W. Carns and the place of beginning.

Said property being in the Minor Subdivision of Land of Kevin Jordan and recorded in Clearfield County Instrument No. 199902712.

Being identified in the Clearfield County Mapping Assessment Office as Map No. 123-K07-249-00031.

EXCEPTING and RESERVING therefrom that parcel conveyed to Edward S. & Dorothy S. Morrison by Deed dated May 12, 1999 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 199908565.

BEING the same premises as were conveyed to Joseph Bradley, an adult individual, by Deed of Kevin Jordan, a single individual, dated April 8, 2005 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 200505.59.

Plaintiff hereby releases JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. from liability for the debt secured by the mortgage.

By virtue of the death of JOSEPH BRADLEY A/K/A JOSEPH BRADLEY, JR. on 12/10/06, Defendant KEVIN JORDAN became the sole owner of the mortgaged premises as joint tenant with right of survivorship.

Premises being: 1237 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KEVIN JORDAN

NO. 08-254-CD

NOW, October 15, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 03, 2008, I exposed the within described real estate of Kevin Jordan to public venue or outcry at which time and place I sold the same to FEDERAL HOME LOAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE POSTING	2.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	17.20
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$187.20</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	67,933.03
INTEREST @ 11.1700 %	1,318.06
FROM 06/07/2008 TO 10/03/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$69,271.09</b>
<b>COSTS:</b>	
ADVERTISING	492.10
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	187.20
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	275.40
<b>TOTAL COSTS</b>	<b>\$1,396.20</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KEVIN JORDAN  
3348 PORTOLA STREET  
PITTSBURG, PA 15214

2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 3954

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Allen Jordan  Agent  
 Address:

B. Received by (Printed Name)

C. Date of Delivery  
9/26/08

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

4	5	0	7	3	9	5	4
Postage	\$						
Certified Fee							
Return Receipt Fee (Endorsement Required)							
Restricted Delivery Fee (Endorsement Required)							
Total Postage & Fees	\$	5	4	9			

Postmark  
Here

7	0	0	6	5	4	9
Sent To						
Street, Apt. No., or PO Box No.						
City, State, ZIP+4						
KEVIN JORDAN 3348 PORTOLA STREET PITTSBURG, PA 15214						

PS Form 3800, June 2002

See Reverse for Instructions


[Home](#) | [Help](#) | [Sign In](#)
[Track & Confirm](#) [FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7006 0810 0001 4507 3909  
 Status: Unclaimed

Your item was returned to the sender on October 11, 2008 because it was not claimed by the addressee.

[Additional Details >](#) [Return to USPS.com Home >](#)

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

### Notification Options

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