

08-489-CD

Indymac Bank vs R. Hammond

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 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

170890

ATTORNEY FOR PLAINTIFF

INDYMAC BANK F.S.B.
460 SIERRA MADRE VILLA
AVENUE, SUITE 101
PASADENA, CA 91107

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 08-489-CD

CLEARFIELD COUNTY

RICHARD C. HAMMOND
AMBER R. HAMMOND
702 DECATUR STREET
PHILIPSBURG, PA 16866

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

FILED
MAR 18 2008
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 95.00
3CC Sheriff

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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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
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

INDYMAC BANK F.S.B.
460 SIERRA MADRE VILLA
AVENUE, SUITE 101
PASADENA, CA 91107

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

RICHARD C. HAMMOND
AMBER R. HAMMOND
702 DECATUR STREET
PHILIPSBURG, PA 16866

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

3. On 08/23/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVING BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200614843. 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	\$31,814.49
Interest	\$1,904.53
08/01/2007 through 03/14/2008 (Per Diem \$8.39)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$108.80
08/23/2006 to 03/14/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$35,627.82
Escrow	
Credit	(\$242.80)
Deficit	\$0.00
Subtotal	<u>(\$242.80)</u>
TOTAL	\$35,385.02


7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability

discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$35,385.02, together with interest from 03/14/2008 at the rate of \$8.39 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 62675
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 or tract of land located in the Borough of Chester Hill, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Northwest corner of Helen and Decatur Streets (erroneously described as the Northeast corner in prior deeds); thence by line of said Decatur Street North 54 degrees 45 minutes West, a distance of 60 feet to the corner of Lot No. 43; thence by line of said Lots 43 North 36 degrees 15 minutes East, a distance of 70 feet to the line of other lands of Lovenia N. Courtot, also known as Lovenia N. Byers and George Curtot, her husband; thence by line of Lovenia N. Courtot, also known as Lovenia N. Byers and George Curtot, her husband, South 54 degrees 45 minutes East, a distance of 60 feet to the North side of Helen Street; thence by line of said Helen Street South 35 degrees 15 minutes West, a distance of 70 feet to the post in the line of Decatur Street and the place of beginning. Being a portion of Lot 41 in Foster's Addition to the Borough of Chester Hill.

Being known and designated as Tax Parcel ID No.: 003-P12-338-8 in the Deed Registry Office of Clearfield County, Pennsylvania.

Being the same property which the Tax Claim Bureau of Clearfield County, Pennsylvania, by their deed dated November 20, 2000 and recorded November 21, 2000 in the Recorder's Office of Clearfield County, Pennsylvania, at Deed Instrument No. 200017399, for the consideration of \$1,588.87, granted and conveyed unto Patrick H. Mowrey, an undivided 1/3 interest; Kim Mowrey Hobba, an undivided 1/3 interest; Patrick H. Mowrey and Kim Mowrey Hobba,

Trustees of the Patrick H. Mowrey Family Trust, created under Trust Agreement of Harry L. Mowrey and Florence A. Mowrey, dated April 23, 1989, an undivided 1/6 interest; Kim Mowrey Hobba and Patrick H. Mowrey, Trustees of the Kim Mowrey Hobba Family Trust, created under Trust Agreement of Harry L. Mowrey and Florence A. Mowrey, dated April 23, 1989, an undivided 1/6 interest; all held as tenants in common

PREMISES: 702 DECATUR STREET

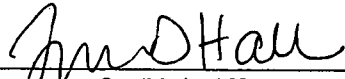
PARCEL: 0030P12-338-00008

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

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

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



Attorney for Plaintiff 62095

DATE: 3/17/08

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 3 Services

Sheriff Docket # **103909**

INDYMAC BANK F.S.B.

Case # 08-489-CD

vs.

RICHARD C. HAMMOND and AMBER R. HAMMOND

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 07, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD C. HAMMOND, DEFENDANT. DRIVES TRUCK ONLY HOME ONCE A MONTH

702 DECATUR ST., PHILIPSBURG, PA. "OCCUPIED"

SERVED BY: /

FILED
012:202m
1 JUL 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103909
NO: 08-489-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: INDYMAC BANK F.S.B.

vs.

DEFENDANT: RICHARD C. HAMMOND and AMBER R. HAMMOND

SHERIFF RETURN

NOW, March 28, 2008 AT 9:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON AMBER R. HAMMOND DEFENDANT AT 702 DECATUR ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMBER R. HAMMOND, 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

DKT PG. 103909

service 3 of 3

INDYMAC BANK, F.S.B.

NO . 08-489-CD

-VS-

RICHARD C. HAMMOND and AMBER R. HAMMOND

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF'S RETURN

NOW, March 27, 2008, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON AMBER R. HAMMOND.

NOW MAY 6, 2008 RETURN OF SHERIFF OF BLAIR COUNTY IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT SERVED".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103909
NO: 08-489-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: INDYMAC BANK F.S.B.

vs.

DEFENDANT: RICHARD C. HAMMOND and AMBER R. HAMMOND

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	677712	30.00
SHERIFF HAWKINS	PHELAN	677712	51.16
BLAIR CO.	PHELAN	677704	5.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSO ENV.#

1. PLAINTIFF / S /		2. COURT NUMBER	
Indymac Bank		08-489-CD / 60061T-08	
3. DEFENDANT / S /		4. TYPE OF WRIT OR COMPLAINT	
Richard C Hammond et al		Mortgage Foreclosure	
SERVE AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.		
	Amber R Hammond		
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)			
RR 4 Box 60 Hollidaysburg PA 16648			
7. INDICATE UNUSUAL SERVICE: <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER			
NOW, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.			

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

divorced no one else can accept for her

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:	10. TELEPHONE NUMBER	11. DATE
Phelan Hallinan Shewry deputized by Clearfield Co	215 563 7000	

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized BCSO Deputy or Clerk and Title		13. Date Received		14. Expiration/Hearing date	
		BSchieber		4-1-08		4-10-08	
15. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.							
16. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)							
17. Name and title of individual served						18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)						20. Date of Service	
						21. Time	
22. ATTEMPTS							
Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles
23. Advance Costs		24. 150.00 130362		25. 500.00 5.00		26. Total Costs	
						5.00	
						100.00	
						148.00	
27. COST DUE OR REFUND							
30. REMARKS							
No attempts							

30. ANSWER.

COMMONWEALTH OF PENNSYLVANIA

AFFIRMED and subscribed before me this

Notary Seal

Timothy J. Susengill, Notary Public

Hollidaysburg Boro, Blair County

My Commission Expires April 18, 2011

Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

4-18-2011

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Signature of Sheriff

Date

Date

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

SHERIFF'S RETURN OF SERVICE

- () (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

- () (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1), (2), by mailing a true and
attested copy thereof at _____

in the following manner:

- () (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____
said receipt being returned NOT signed by defendant, but with a notation by the Postal
Authorities that defendant refused to accept the same. The returned receipt and envelope
is attached hereto and made part of this return.

And thereafter:

- () (b) To the defendant by ordinary mail addressed to defendant at same address, with the
return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said
envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a
proof of mailing.

- () (3) By publication in a daily publication of general circulation in the County of **Blair**,
Commonwealth of Pennsylvania, _____ time (s) with publication appearing

The affidavit from said publication is hereto attached.

- () (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

- () (5) Other _____

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Defendants

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-489-CD

CLEARFIELD COUNTY

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

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

MAR 18 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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460 SIERRA MADRE VILLA
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RICHARD C. HAMMOND
AMBER R. HAMMOND
702 DECATUR STREET
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by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

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TOTAL	\$35,385.02

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability

discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$35,385.02, together with interest from 03/14/2008 at the rate of \$8.39 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 67675

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 or tract of land located in the Borough of Chester Hill, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Northwest corner of Helen and Decatur Streets (erroneously described as the Northeast corner in prior deeds); thence by line of said Decatur Street North 54 degrees 45 minutes West, a distance of 60 feet to the corner of Lot No. 43; thence by line of said Lots 43 North 36 degrees 15 minutes East, a distance of 70 feet to the line of other lands of Lovenia N. Courtot, also known as Lovenia N. Byers and George Courtot, her husband; thence by line of Lovenia N. Courtot, also known as Lovenia N. Byers and George Courtot, her husband, South 54 degrees 45 minutes East, a distance of 60 feet to the North side of Helen Street; thence by line of said Helen Street South 35 degrees 15 minutes West, a distance of 70 feet to the post in the line of Decatur Street and the place of beginning. Being a portion of Lot 41 in Foster's Addition to the Borough of Chester Hill.

Being known and designated as Tax Parcel ID No.: 003-P12-338-8 in the Deed Registry Office of Clearfield County, Pennsylvania.

Being the same property which the Tax Claim Bureau of Clearfield County, Pennsylvania, by their deed dated November 20, 2000 and recorded November 21, 2000 in the Recorder's Office of Clearfield County, Pennsylvania, at Deed Instrument No. 200017399, for the consideration of \$1,588.87, granted and conveyed unto Patrick H. Mowrey, an undivided 1/3 interest; Kim Mowrey Hobba, an undivided 1/3 interest; Patrick H. Mowrey and Kim Mowrey Hobba,

Trustees of the Patrick H. Mowrey Family Trust, created under Trust Agreement of Harry L. Mowrey and Florence A. Mowrey, dated April 23, 1989, an undivided 1/6 interest; Kim Mowrey Hobba and Patrick H. Mowrey, Trustees of the Kim Mowrey Hobba Family Trust, created under Trust Agreement of Harry L. Mowrey and Florence A. Mowrey, dated April 23, 1989, an undivided 1/6 interest; all held as tenants in common

PREMISES: 702 DECATUR STREET

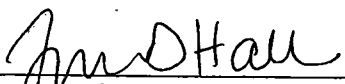
PARCEL: 0030P12-338-00008

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

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

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



Attorney for Plaintiff 62095

DATE: 3/17/08

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 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

170890

INDYMAC BANK F.S.B.
460 SIERRA MADRE VILLA
AVENUE, SUITE 101
PASADENA, CA 91107

Plaintiff

v.

RICHARD C. HAMMOND
AMBER R. HAMMOND
702 DECATUR STREET
PHILIPSBURG, PA 16866

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-489-CD

CLEARFIELD COUNTY

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

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

MAR 18 2008

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
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

INDYMAC BANK F.S.B.
460 SIERRA MADRE VILLA
AVENUE, SUITE 101
PASADENA, CA 91107

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

RICHARD C. HAMMOND
AMBER R. HAMMOND
702 DECATUR STREET
PHILIPSBURG, PA 16866

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

3. On 08/23/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVING BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200614843. 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	\$31,814.49
Interest	\$1,904.53
08/01/2007 through 03/14/2008 (Per Diem \$8.39)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$108.80
08/23/2006 to 03/14/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$35,627.82
Escrow	
Credit	(\$242.80)
Deficit	\$0.00
Subtotal	<u>(\$242.80)</u>
TOTAL	\$35,385.02

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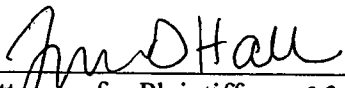
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Attorney for Plaintiff 02095

DATE: 3/17/08