

FILED

m 11:56a.m GK NO CC

AUG 14 2008

6 COMPLAINTS
TO SHFF

William A. Shaw
Prothonotary/Clerk of Courts ATTY PAID 95.00

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. RCMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184305

ATTORNEY FOR PLAINTIFF

WILMINGTON TRUST COMPANY AS
SUCCESSOR TO THE BANK OF NEW YORK AS
SUCCESSOR TO JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-CD

CLEARFIELD COUNTY

Plaintiff

v.
LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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 5932

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

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PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
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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

WILMINGTON TRUST COMPANY AS SUCCESSOR TO
THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN
CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

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

3. On 04/19/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises

hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is
recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument
No. 200406354. By Assignment of Mortgage recorded 06/29/2005 the mortgage was
assigned to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE
which Assignment is recorded in Assignment of Mortgage Instrument No. 200509749.

The 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 04/01/2008 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	\$57,181.78
Interest	\$2,569.88
03/01/2008 through 08/12/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$118.66
04/19/2004 to 08/12/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$61,670.32
Escrow	
Credit	\$0.00
Deficit	\$1,485.04
Subtotal	<u>\$1,485.04</u>
TOTAL	\$63,155.36

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,155.36, together with interest from 08/12/2008 at the rate of \$15.67 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: Judith T. Romano 58745
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of ground together with dwelling house erected thereon, situate, lying and being in the First Ward (referred to as the Third Ward in the previous Deed of record) of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, more fully bounded and described as follows:

ON the North by Clearfield Street, on the West by Lot No. 11 in the plan of lots of William D. Bigler's addition to the Third Ward of the Borough of Clearfield, on the South by an alley, and on the East by Lot No. 10 in the aforesaid plan of lots. The said lot conveyed being forty-five (45) feet front on Clearfield Street and extending back one hundred forty (140) feet to a ten (10) foot alley and being known as Lot No. 10 1/2 in the general plan of lots in William D. Bigler's addition to the Third Ward of the Borough of Clearfield entered of record in the office of the Recorder of Deeds in and for Clearfield County in Miscellaneous Book 'U' at page 280.

BEING the same premises, the title to which became vested in Raymond Joseph Monæ and Joan Mona, husband and wife, by Deed of Roscoe E. Thomas and Shirleen L. Thomas dated March 27, 1985 and recorded in Clearfield County Deed Book 1004, page 154. Joan Mona died July 17, 1999, thereby vesting complete title in Raymond Joseph Mona by operation of law.

PARCEL NO: K08-205-00019

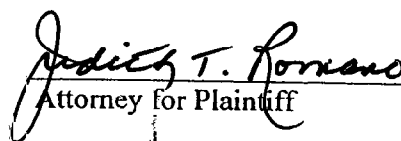
PROPERTY ADDRESS: **524 CLEARFIELD STREET**

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

DATE: 8-13-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1508-CD

WILMINGTON TRUST COMPANY AS Successor

vs

SERVICE # 1 OF 6

LAWRENCE J. CLARK and MELINDA C. CLARK

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

DEFENDANT: LAWRENCE J. CLARK

ADDRESS: 524 CLEARFIELD ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: /

VACANT

ATTEMPTS

8/15/08

FILED

013:202m

SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LAWRENCE J. CLARK, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR LAWRENCE J. CLARK

AT (ADDRESS) _____

NOW 9/15/08 AT 3¹⁵ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAWRENCE J. CLARK

REASON UNABLE TO LOCATE NOT FOUND HOUSE VACANT

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

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

AUG 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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(215) 563-7000 184305

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CLEARFIELD, PA 16830-1529

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-CD

CLEARFIELD COUNTY

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

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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MELINDA C. CLARK
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,155.36, together with interest from 08/12/2008 at the rate of \$15.67 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:

Judith T. Romano 58745
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ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

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PARCEL NO: K08-205-00019

PROPERTY ADDRESS: 524 CLEARFIELD STREET

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.

Judith T. Romano
Attorney for Plaintiff

DATE: 8-13-08

FILED

SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1508-CD

WILMINGTON TRUST COMPANY AS Successor

vs

SERVICE # 3 OF 6

LAWRENCE J. CLARK and MELINDA C. CLARK

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

DEFENDANT: LAWRENCE J. CLARK

ADDRESS: 307 WEAVER ST.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

8/15/08
new tenants @ above address
does not live @ above address

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LAWRENCE J. CLARK, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR LAWRENCE J. CLARK

AT (ADDRESS) _____

NOW 9/15/08 AT 3¹⁵ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAWRENCE J. CLARK

REASON UNABLE TO LOCATE No Found

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

Print Deputy Name

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

AUG 14 2008

Attest.

William A. Khan
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
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SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
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PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184305

ATTORNEY FOR PLAINTIFF

WILMINGTON TRUST COMPANY AS
SUCCESSOR TO THE BANK OF NEW YORK AS
SUCCESSOR TO JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-CD

CLEARFIELD COUNTY

Plaintiff

v.
LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

Defendants

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

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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Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
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PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
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Clearfield County Courthouse
2nd and Market Streets
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814-765-2641 x 5982

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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

WILMINGTON TRUST COMPANY AS SUCCESSOR TO
THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN
CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

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

3. On 04/19/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200406354. By Assignment of Mortgage recorded 06/29/2005 the mortgage was assigned to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE which Assignment is recorded in Assignment of Mortgage Instrument No. 200509749. The 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 04/01/2008 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	\$57,181.78
Interest	\$2,569.88
03/01/2008 through 08/12/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$118.66
04/19/2004 to 08/12/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$61,670.32
Escrow	
Credit	\$0.00
Deficit	\$1,485.04
Subtotal	<u>\$1,485.04</u>
TOTAL	\$63,155.36

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 1993, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,155.36, together with interest from 08/12/2008 at the rate of \$15.67 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: Judith T. Romano 58745
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of ground together with dwelling house erected thereon, situate, lying and being in the First Ward (referred to as the Third Ward in the previous Deed of record) of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, more fully bounded and described as follows:

ON the North by Clearfield Street, on the West by Lot No. 11 in the plan of lots of William D. Bigler's addition to the Third Ward of the Borough of Clearfield, on the South by an alley, and on the East by Lot No. 10 in the aforesaid plan of lots. The said lot conveyed being forty-five (45) feet front on Clearfield Street and extending back one hundred forty (140) feet to a ten (10) foot alley and being known as Lot No. 10 1/2 in the general plan of lots in William D. Bigler's addition to the Third Ward of the Borough of Clearfield entered of record in the office of the Recorder of Deeds in and for Clearfield County in Miscellaneous Book 'U' at page 280.

BEING the same premises, the title to which became vested in Raymond Joseph Mona and Joan Mona, husband and wife, by Deed of Roscoe E. Thomas and Shirleen L. Thomas dated March 27, 1985 and recorded in Clearfield County Deed Book 1004, page 154. Joan Mona died July 17, 1999, thereby vesting complete title in Raymond Joseph Mona by operation of law.

PARCEL NO: K08-205-00019

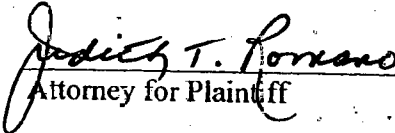
PROPERTY ADDRESS: **524 CLEARFIELD STREET**

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

DATE: 8-13-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1508-CD

WILMINGTON TRUST COMPANY AS Successor

vs

SERVICE # 2 OF 6

LAWRENCE J. CLARK and MELINDA C. CLARK

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

DEFENDANT:

MELINDA C. CLARK

ADDRESS:

524 CLEARFIELD ST.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

0/3:202m

SEP 15 2008

William A. Shaw

Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8/15/08

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON MELINDA C. CLARK, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR MELINDA C. CLARK

AT (ADDRESS) _____

NOW 9/15/08 AT 3:15 AM / PM Ⓢ AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MELINDA C. CLARK

REASON UNABLE TO LOCATE NOT FOUND HOUSE VACANT

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

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

AUG 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

184305

ATTORNEY FOR PLAINTIFF

WILMINGTON TRUST COMPANY AS
SUCCESSOR TO THE BANK OF NEW YORK AS
SUCCESSOR TO JPMORGAN CHASE BANK,
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4828 LOOP CENTRAL DRIVE
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-CD

CLEARFIELD COUNTY

Plaintiff

v.
LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

Defendants

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within to be a true and
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COMPLAINT IN MORTGAGE FORECLOSURE

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MELINDA C. CLARK
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CLEARFIELD, PA 16830-1529

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Credit	\$0.00
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PHELAN HALLINAN & SCHMIEG, LLP

By: Judith T. Romano 58745
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
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PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

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PARCEL NO: K08-205-00019

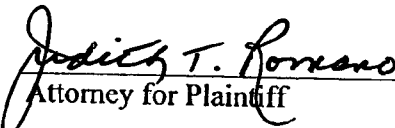
PROPERTY ADDRESS: **524 CLEARFIELD STREET**

VERIFICATION

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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

DATE: 8-13-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1508-CD

WILMINGTON TRUST COMPANY AS Successor

vs

SERVICE # 4 OF 6

LAWRENCE J. CLARK and MELINDA C. CLARK

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

DEFENDANT:

MELINDA C. CLARK

ADDRESS:

307 WEAVER ST.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8/15/08
new tenants @ apartment
does not live @ above address

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON MELINDA C. CLARK, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR MELINDA C. CLARK

AT (ADDRESS) _____

NOW 9/15/08 AT 3¹⁵ AM / PM **NOT FOUND** AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MELINDA C. CLARK

REASON UNABLE TO LOCATE NOT FOUND

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

Print Deputy Name

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

AUG-14 2008

Attest.

William B. Brown
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

184305

ATTORNEY FOR PLAINTIFF

WILMINGTON TRUST COMPANY AS
SUCCESSOR TO THE BANK OF NEW YORK AS
SUCCESSOR TO JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-CD

CLEARFIELD COUNTY

Plaintiff

v.

LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

Defendants

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

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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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

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PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
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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.**

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THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

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

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

1. Plaintiff is

WILMINGTON TRUST COMPANY AS SUCCESSOR TO
THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN
CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

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

3. On 04/19/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200406354. By Assignment of Mortgage recorded 06/29/2005 the mortgage was assigned to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE which Assignment is recorded in Assignment of Mortgage Instrument No. 200509749. The 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 04/01/2008 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	\$57,131.78
Interest	\$2,569.88
03/01/2008 through 08/12/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$118.66
04/19/2004 to 08/12/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$61,670.32
Escrow	
Credit	\$0.00
Deficit	\$1,485.04
Subtotal	<u>\$1,485.04</u>
TOTAL	\$63,155.36

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,155.36, together with interest from 08/12/2008 at the rate of \$15.67 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: Judith T. Romano 58745
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of ground together with dwelling house erected thereon, situate, lying and being in the First Ward (referred to as the Third Ward in the previous Deed of record) of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, more fully bounded and described as follows:

ON the North by Clearfield Street, on the West by Lot No. 11 in the plan of lots of William D. Bigler's addition to the Third Ward of the Borough of Clearfield, on the South by an alley, and on the East by Lot No. 10 in the aforesaid plan of lots. The said lot conveyed being forty-five (45) feet front on Clearfield Street and extending back one hundred forty (140) feet to a ten (10) foot alley and being known as Lot No. 10 1/2 in the general plan of lots in William D. Bigler's addition to the Third Ward of the Borough of Clearfield entered of record in the office of the Recorder of Deeds in and for Clearfield County in Miscellaneous Book 'U' at page 280.

BEING the same premises, the title to which became vested in Raymond Joseph Mona and Joan Mona, husband and wife, by Deed of Roscoe E. Thomas and Shirleen L. Thomas dated March 27, 1985 and recorded in Clearfield County Deed Book 1004, page 154. Joan Mona died July 17, 1999, thereby vesting complete title in Raymond Joseph Mona by operation of law.

PARCEL NO: K08-205-00019

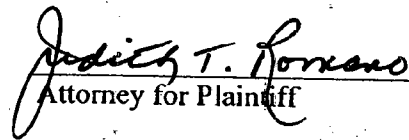
PROPERTY ADDRESS: 524 CLEARFIELD STREET

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

DATE: 8-13-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1508-CD

WILMINGTON TRUST COMPANY AS Successor

vs

SERVICE # 6 OF 6

LAWRENCE J. CLARK and MELINDA C. CLARK

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

DEFENDANT:

MELINDA C. CLARK

ADDRESS:

1775 VIADUCT ROAD

ROCKTON, PA 15856

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

9-2-08 - N/H.

9-12-08 - N/H

09-15-08 EXPIRED

~~9-10-08 NOT~~

Left Notice

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON MELINDA C. CLARK, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR MELINDA C. CLARK

AT (ADDRESS) _____

NOW 09-15-08 AT 3:30 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MELINDA C. CLARK

REASON UNABLE TO LOCATE DEFENDANT WAS Not Present At RESIDENCE

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]
Deputy Signature

mark A. Condrat

Print Deputy Name

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

AUG 14 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184305

ATTORNEY FOR PLAINTIFF

WILMINGTON TRUST COMPANY AS
SUCCESSOR TO THE BANK OF NEW YORK AS
SUCCESSOR TO JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR
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CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-LD

CLEARFIELD COUNTY

Plaintiff

v.
LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

Defendants

We hereby certify the
within to be a true and
correct copy of the
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CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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MELINDA C. CLARK
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CLEARFIELD, PA 16830-1529

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PHELAN HALLINAN & SCHMIEG, LLP

By: Judith T. Romano 58745
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
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ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

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PARCEL NO: K08-205-00019

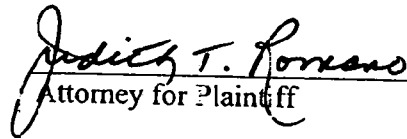
PROPERTY ADDRESS: **524 CLEARFIELD STREET**

VERIFICATION

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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

DATE: 8-13-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1508-CD

WILMINGTON TRUST COMPANY AS Successor
vs
LAWRENCE J. CLARK and MELINDA C. CLARK

SERVICE # 5 OF 6

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008 HEARING: PAGE: 104539

DEFENDANT: LAWRENCE J. CLARK
ADDRESS: 1775 VIADUCT ROAD
ROCKTON, PA 15856

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 9-2-08 - Acc to PO.
Def's name is not
known for this
ADDRESS

SHERIFF'S RETURN

FILED
09/15/08
SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LAWRENCE J. CLARK, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR LAWRENCE J. CLARK

AT (ADDRESS) _____

NOW 09-15-08 AT 3:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAWRENCE J. CLARK

REASON UNABLE TO LOCATE DEFENDANT WAS NOT PRESENT AT RESIDENCE

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Mark A. Conner
Deputy Signature

Mark A. Conner
Print Deputy Name

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104539**

DEAR LAWRENCE J. CLARK

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104539**) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

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

AUG 14 2008

Attest.


Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 184305

ATTORNEY FOR PLAINTIFF

WILMINGTON TRUST COMPANY AS
SUCCESSOR TO THE BANK OF NEW YORK AS
SUCCESSOR TO JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-CD

CLEARFIELD COUNTY

Plaintiff

v.

LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

Defendants

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

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

WILMINGTON TRUST COMPANY AS SUCCESSOR TO
THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN
CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE C-BASS MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-CB2
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081-2226

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

LAWRENCE J. CLARK
MELINDA C. CLARK
524 CLEARFIELD STREET
CLEARFIELD, PA 16830-1529

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

3. On 04/19/2004 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200406354. By Assignment of Mortgage recorded 06/29/2005 the mortgage was assigned to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE which Assignment is recorded in Assignment of Mortgage Instrument No. 200509749. The 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 Fa.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 04/01/2008 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	\$57,181.78
Interest	\$2,569.88
03/01/2008 through 08/12/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$118.66
04/19/2004 to 08/12/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$61,670.32
Escrow	
Credit	\$0.00
Deficit	\$1,485.04
Subtotal	<u>\$1,485.04</u>
TOTAL	\$63,155.36

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$63,155.36, together with interest from 08/12/2008 at the rate of \$15.67 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: Judith T. Romano 58745
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
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JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

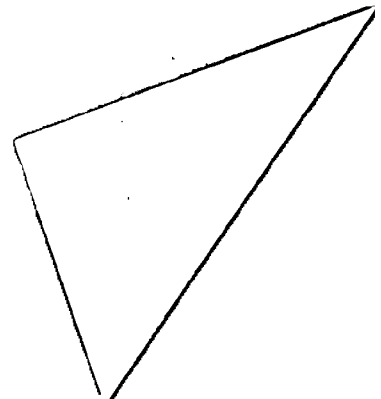
ALL that certain lot, piece or parcel of ground together with dwelling house erected thereon, situate, lying and being in the First Ward (referred to as the Third Ward in the previous Deed of record) of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, more fully bounded and described as follows:

ON the North by Clearfield Street, on the West by Lot No. 11 in the plan of lots of William D. Bigler's addition to the Third Ward of the Borough of Clearfield, on the South by an alley, and on the East by Lot No. 10 in the aforesaid plan of lots. The said lot conveyed being forty-five (45) feet front on Clearfield Street and extending back one hundred forty (140) feet to a ten (10) foot alley and being known as Lot No. 10 1/2 in the general plan of lots in William D. Bigler's addition to the Third Ward of the Borough of Clearfield entered of record in the office of the Recorder of Deeds in and for Clearfield County in Miscellaneous Book 'U' at page 280.

BEING the same premises, the title to which became vested in Raymond Joseph Mona and Joan Mona, husband and wife, by Deed of Roscoe E. Thomas and Shirleen L. Thomas dated March 27, 1985 and recorded in Clearfield County Deed Book 1004, page 154. Joan Mona died July 17, 1999, thereby vesting complete title in Raymond Joseph Mona by operation of law.

PARCEL NO: K08-205-00019

PROPERTY ADDRESS: **524 CLEARFIELD STREET**

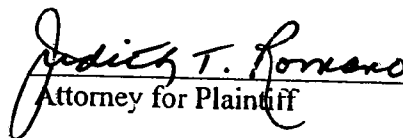


VERIFICATION

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

DATE: 8-13-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104539
NO: 08-1508-CD
SERVICES 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WILMINGTON TRUST COMPANY AS Successor
VS.
DEFENDANT: LAWRENCE J. CLARK and MELINDA C. CLARK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	722610	60.00
SHERIFF HAWKINS	PHELAN	722610	40.00

FILED
01/31/08
1:10 PM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff