

08-1508-CD  
Wilmington Trust Co vs Lawrence Clark

FILED

M 11:56 a.m. 6K 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. 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

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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$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

LAURENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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.

*Judith T. Romano*  
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

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

SERVICE # 1 OF 6

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

09/13/2008  
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 3:15 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 J. Blawie*  
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

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

Plaintiff

v.

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

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-1508-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

**NOTICE**

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

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

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

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

Notice to Defend:  
Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$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  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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 Roscce 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.

*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

LAWRENCE J. CLARK and MELINDA C. CLARK

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

SERVICE # 3 OF 6

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  OCCUPIED

ATTEMPTS

8/15/08

*new tenant to above address  
does not live @ above address*

**SHERIFF'S RETURN**

**FILED**

*09/15/08*

**SEP 15 2008**

*W.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 9/15/08 AT 3<sup>15</sup> 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 J. Cahn*  
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

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

Plaintiff

v.

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

Defendants

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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

**NOTICE**

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

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

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

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

Notice to Defend:  
Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.
9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 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  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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.

*Judith T. Porraso*  
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

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 6

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

**FILED**

*09/15/2008*  
**SEP 15 2008**

DEFENDANT: MELINDA C. CLARK  
ADDRESS: 524 CLEARFIELD ST.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

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 Scherzer*  
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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

**PURSUANT TO THE FAIR DEBT COLLECTION**

**PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),**

**DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE**

**DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)**

**DO SO IN WRITING WITHIN THIRTY (30) DAYS OF**

**RECEIPT OF THIS PLEADING, COUNSEL FOR**

**PLAINTIFF WILL OBTAIN AND PROVIDE**

**DEFENDANT(S) WITH WRITTEN VERIFICATION**

**THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED**

**TO BE VALID. LIKEWISE, IF REQUESTED WITHIN**

**THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,**

**COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)**

**THE NAME AND ADDRESS OF THE ORIGINAL**

**CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL**

**THE END OF THE THIRTY (30) DAY PERIOD**

**FOLLOWING FIRST CONTACT WITH YOU BEFORE**

**SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH**

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

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

1. Plaintiff is

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>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$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  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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.

*Judith T. Rovano*  
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

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 4 OF 6

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

ATTEMPTS

8/15/08

new tenants for apartment  
does not live at above address

FILED  
09/15/2008  
SEP 15 2008  
S

William A. Shaw  
Prothonotary/Clerk of Courts  
OCCUPIED

**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<sup>15</sup> 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

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 L. Chen*  
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.**

<b>Lawyer Referral Service:</b> Pennsylvania Lawyer Referral Service Pennsylvania Bar Association 100 South Street PO Box 186 Harrisburg, PA 17108 800-692-7375	<b>Notice to Defend:</b> Daniel J. Nelson, Court Administrator Clearfield County Courthouse 2 <sup>nd</sup> and Market Streets Clearfield, PA 16830 814-765-2641 x 5982
---	--

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

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

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

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

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

1. Plaintiff is

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 CLEAFIELD 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	<u>\$550.00</u>
Subtotal	\$61,670.32
Escrow	
Credit	\$0.00
Deficit	\$1,485.04
Subtotal	<u>\$1,485.04</u>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$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  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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.

Judith T. Rossano  
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

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 6 OF 6

SERVE BY: 09/13/2008

HEARING:

PAGE: 104539

**FILED**

09/13/2008  
SEP 15 2008  
(LM)

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 APM 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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conrad

Deputy Signature

Mark A. Conrad

Print Deputy Name

DAY OF 2008

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

AUG 14 2008

Attest.

*William L. Chen*  
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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$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  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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 (!0) 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 7, 1999, thereby vesting complete title in Raymond Joseph Mona by operation of law.

PARCEL NO: K08-205-00019

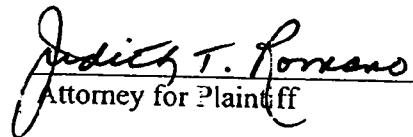
PROPERTY ADDRESS: **524 CLEARFIELD STREET**

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  
LAWRENCE J. CLARK and MELINDA C. CLARK  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 5 OF 6

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 P.O.  
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.

*William J. Chene*  
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

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

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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

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

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

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

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

1. Plaintiff is

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>
<b>TOTAL</b>	<b>\$63,155.36</b>

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$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  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
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.

*Judith T. Rossano*  
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

S  
F  
013;3e071  
110;77  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

### So Answers,

Day of 2008

Charles H. Foster

Chester A. Hawkins  
Sheriff