

08-1631-CD
GreenPoint Mortg. Vs Kevin Jordan

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff
File: 32.09157

**GreenPoint Mortgage Funding,
Incorporated
2300 Brookstone Center Pkwy
Columbus, GA 31904,**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

Vs.

**Kevin Jordan
113 East Locust Street
Clearfield, PA 16830,
Defendant.**

No.: 2008-1631-CD

**CIVIL ACTION
MORTGAGE FORECLOSURE**

pd \$95.00 Atty
FILED ICC Atty
m/12/10 Um acc Shff
AUG 29 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

April 17, 2009 Document
Reinstated/Reissued to Sheriff, Attorney
for service.

William A. Shaw
Deputy Prothonotary

NOTICE

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

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814-765-2641 ext. 5982

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- 3. If you notify our offices in writing within 30 days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.**

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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, GreenPoint Mortgage Funding, Incorporated (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 2300 Brookstone Center Pkwy, Columbus, GA 31904.
2. Defendant, Kevin Jordan, (the "Defendant"), is an adult individual and is the real owner of the premises hereinafter described.
3. Kevin Jordan, Defendant, resides at 113 East Locust Street, Clearfield, PA 16830.
4. On July 22, 2004, in consideration of a loan in the principal amount of \$120,000.00, the Defendant executed and delivered to GreenPoint Mortgage Funding, Incorporated an adjustable rate note (the "Note") with interest thereon at 6.750 percent per annum, payable as to the principal and interest in equal monthly installments of \$675.00 commencing September 1, 2004. The current interest rate is 6.625 percent per annum.

5. To secure the obligations under the Note, the Defendant executed and delivered to Mortgage Electronic Registration Systems, Incorporated as nominee for GreenPoint Mortgage Funding, Incorporated a mortgage (the "Mortgage") dated July 22, 2004, recorded on July 27, 2004 in the Department of Records in and for the County of Clearfield under Mortgage Instrument Number 200412094. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is proper party plaintiff by way of an assignment to be recorded.

6. The Mortgage secures the following real property (the "Mortgaged Premises"): 1374 Dale Road, Woodland, PA 16881. A legal description of the Mortgaged Premises is attached hereto as Exhibit "A" and made a part hereof.

7. The Defendant is in default of his/her obligations pursuant to the Note and Mortgage because payments of principal and interest due April 1, 2008, and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become due and payable forthwith together with late charges, escrow deficit (if any) and costs of collection including title search fees and reasonable attorney's fees.

8. The following amounts are due on the Mortgage and Note:

Balance of Principal	\$119,167.52
Accrued but Unpaid Interest from 3/1/08 to 7/31/08	
@ 7.625% per annum	
(24.89 per diem)	
8/1/08 to 8/28/08	
@ 6.625% per annum	
(\$21.63 per diem)	\$4,413.81
Accrued Late Charges	\$483.93
Corporate Advance	\$69.00
Title Search Fees	\$350.00
Reasonable Attorney's Fees	\$1,250.00
TOTAL as of 08/28/2008	\$125,734.26

Plus, the following amounts accrued after August 28, 2008:

Interest at the Rate of 6.625 per cent per annum (\$21.63 per diem);

Late Charges of \$39.89 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S.'1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendant at 1374 Dale Road, Woodland, PA 16881 as well as to address of residences as listed in paragraph 3 of this document on June 9, 2008, the notice pursuant to § 403-C of Act 91, and the applicable time periods therein have expired.

WHEREFORE, Plaintiff demands an in rem judgment against the Defendant for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$125,734.26, plus the following amounts accruing after August 28, 2008, to the date of judgment: (a) interest of \$21.63 per day, (b) late charges of \$39.89 per month, (c) plus interest at the legal rate allowed on judgments after the date of judgment, (d) additional attorney's fees (if any) hereafter incurred, (e) and costs of suit.

MILSTEAD & ASSOCIATES, LLC



Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

VERIFICATION

I, Mary L. Harbert-Bell, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. ' 4904, relating to unsworn falsification to authorities.



Name: Mary L. Harbert-Bell, Esquire
Title: Attorney

EXHIBIT A**Legal Description - Exhibit 'A'**

ALL that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the South side of Township Road 605, said point is also the Northeast corner of Lot No. 1; thence along said Road South eighty-seven (87) degrees fifty-two (52) minutes thirty (30) seconds East one hundred fifty (150.0) feet to an iron pin and also the Northwest corner of Lot No. 3; thence along Lot No. 3 South one (1) degree twenty (20) minutes West two hundred ninety and five tenths (290.5) feet to an iron pin on line of Lot No. 5; thence along Lot No. 5 North eighty-seven (87) degrees fifty-two (52) minutes thirty (30) seconds West one hundred fifty (150.0) feet to an iron pin and also the Southeast corner of Lot No. 1; thence along Lot No. 1 North one (1) degrees twenty (20) minutes East two hundred ninety and five tenths (290.5) feet to an iron pin and place of beginning. Known as Lot No. 2 on the map prepared by Shirokey Surveys dated March 1, 1996. Containing 1.0 acre.

BEING Lot No. 2 in the Aldean and Betty Mae Hamilton Subdivision of Land which Subdivision appears of record in the Office of the Register & Recorder for Clearfield County in Aperture File No. 1196.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1631-CD

GREEN POINT MORTGAGE FUNDING, INCORPORATED
vs
KEVIN JORDAN

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/28/2008

HEARING:

PAGE: 104593

FILED

09/29/2008
SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: KEVIN JORDAN
ADDRESS: 113 E. LOCUST ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS [TRY SERVICE AT THIS ADDRESS FIRST]

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

9/8/08 Lp

9/25/08

*Have attempted 9-18 & 9/14
service, I believe
This is an avoidance*

SHERIFF'S RETURN

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

COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN JORDAN, 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 KEVIN JORDAN

AT (ADDRESS) _____

NOW 9/29/08 AT 8:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KEVIN JORDAN

REASON UNABLE TO LOCATE expired

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

**SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # 104593**

DEAR KEVIN JORDAN

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 (**104593**) 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

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**CIVIL ACTION
MORTGAGE FORECLOSURE**

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

AUG 29 2008

Attest.

William E. Brown
Prothonotary/
Clerk of Courts

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MILSTEAD & ASSOCIATES, LLC



Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

VERIFICATION

I, Mary L. Harbert-Bell, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. ' 4904, relating to unsworn falsification to authorities.



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FILED

SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1631-CD

GREEN POINT MORTGAGE FUNDING, INCORPORATED
vs
KEVIN JORDAN

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/28/2008 HEARING: PAGE: 104593

DEFENDANT: KEVIN JORDAN
ADDRESS: 1374 DALE ROAD
WOODLAND, PA 16881

FILED

013:30 AM
SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS

ATTEMPTS

9/8/08

VACANT

OCCUPIED

attempting to serve at another address

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN JORDAN, 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 KEVIN JORDAN

AT (ADDRESS) _____

NOW 9/29/08 AT 3³⁰ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO KEVIN JORDAN

REASON UNABLE TO LOCATE expired - vacant.

SWORN TO BEFORE ME THIS

____ DAY OF September 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Chester A. Hawkins
Deputy Signature

C. A. Hunter
Print Deputy Name

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BY: Mary L. Harbert-Bell, Esquire
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BEGINNING at an iron pin located on the South side of Township Road 605, said point is also the Northeast corner of Lot No. 1; thence along said Road South eighty-seven (87) degrees fifty-two (52) minutes thirty (30) seconds East one hundred fifty (150.0) feet to an iron pin and also the Northwest corner of Lot No. 3; thence along Lot No. 3 South one (1) degree twenty (20) minutes West two hundred ninety and five tenths (290.5) feet to an iron pin on line of Lot No. 5; thence along Lot No. 5 North eighty-seven (87) degrees fifty-two (52) minutes thirty (30) seconds West one hundred fifty (150.0) feet to an iron pin and also the Southeast corner of Lot No. 1; thence along Lot No. 1 North one (1) degree twenty (20) minutes East two hundred ninety and five tenths (290.5) feet to an iron pin and place of beginning. Known as Lot No. 2 on the map prepared by Shirokey Surveys dated March 1, 1996. Containing 1.0 acre.

BEING Lot No. 2 in the Aldean and Betty Mae Hamilton Subdivision of Land which Subdivision appears of record in the Office of the Register & Recorder for Clearfield County in Aperture File No. 1196.

BEING the same premises as were conveyed to Kevin Jordan by Deed of Edward Hamilton and Barbara A. Hamilton, husband and wife, dated August 29, 1997 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1868, Page 409.

FILED

SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104593
NO: 08-1631-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN POINT MORTGAGE FUNDING, INCORPORATED
VS.
DEFENDANT: KEVIN JORDAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	49930	20.00
SHERIFF HAWKINS	MILSTEAD	49930	30.85

S FILED
0/3:45 cm
JAN 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff
File No. 32.09157

pd \$7.00 Att
m 12:00pm ICC to Att
APR 07 2009 2 reinstated
S William A. Shaw
Prothonotary/Clerk of Courts Shff
Complaints to

**GreenPoint Mortgage Funding
Incorporated,**

Plaintiff,

Vs.

Kevin Jordan,

Defendant

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 2008-1631-CD

**Praecipe to Reinstate Complaint in
Mortgage Foreclosure**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure for the above captioned matter.

MILSTEAD & ASSOCIATES, LLC


Mary L. Harbert-Bell, Esquire
Attorney ID No. 80763

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff
File: 32.09157

**GreenPoint Mortgage Funding,
Incorporated
2300 Brookstone Center Pkwy
Columbus, GA 31904,**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

Vs.

**Kevin Jordan
113 East Locust Street
Clearfield, PA 16830,
Defendant.**

No.: 2008-1631-CJ

**CIVIL ACTION
MORTGAGE FORECLOSURE**

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

AUG 20 2008

Attest.

Wm. L. Harbert
Prothonotary/
Clerk of Courts

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyers Referral and Information Services
Clearfield County Bar Association
Clearfield County Courthouse
230 E. Market Street
Clearfield, NJ 16830
800-692-7375

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
203 E. Market Street
Clearfield, PA 16830
814-765-2641 ext. 5982

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

- 1. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**
- 2. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.**
- 3. If you notify our offices in writing within 30 days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.**

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

**GreenPoint Mortgage Funding,
Incorporated
2300 Brookstone Center Pkwy
Columbus, GA 31904,**

Plaintiff,

Vs.

**Kevin Jordan
113 East Locust Street
Clearfield, PA 16830,
Defendant.**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.:

**CIVIL ACTION
MORTGAGE FORECLOSURE**

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, GreenPoint Mortgage Funding, Incorporated (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 2300 Brookstone Center Pkwy, Columbus, GA 31904.
2. Defendant, Kevin Jordan, (the "Defendant"), is an adult individual and is the real owner of the premises hereinafter described.
3. Kevin Jordan, Defendant, resides at 113 East Locust Street, Clearfield, PA 16830.
4. On July 22, 2004, in consideration of a loan in the principal amount of \$120,000.00, the Defendant executed and delivered to GreenPoint Mortgage Funding, Incorporated an adjustable rate note (the "Note") with interest thereon at 6.750 percent per annum, payable as to the principal and interest in equal monthly installments of \$675.00 commencing September 1, 2004. The current interest rate is 6.625 percent per annum.

5. To secure the obligations under the Note, the Defendant executed and delivered to Mortgage Electronic Registration Systems, Incorporated as nominee for GreenPoint Mortgage Funding, Incorporated a mortgage (the "Mortgage") dated July 22, 2004, recorded on July 27, 2004 in the Department of Records in and for the County of Clearfield under Mortgage Instrument Number 200412094. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is proper party plaintiff by way of an assignment to be recorded.

6. The Mortgage secures the following real property (the "Mortgaged Premises"): 1374 Dale Road, Woodland, PA 16881. A legal description of the Mortgaged Premises is attached hereto as Exhibit "A" and made a part hereof.

7. The Defendant is in default of his/her obligations pursuant to the Note and Mortgage because payments of principal and interest due April 1, 2008, and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become due and payable forthwith together with late charges, escrow deficit (if any) and costs of collection including title search fees and reasonable attorney's fees.

8. The following amounts are due on the Mortgage and Note:

Balance of Principal	\$119,167.52
Accrued but Unpaid Interest from	
3/1/08 to 7/31/08	
@ 7.625% per annum	
(24.89 per diem)	
8/1/08 to 8/28/08	
@ 6.625% per annum	
(\$21.63 per diem)	\$4,413.81
Accrued Late Charges	\$483.93
Corporate Advance	\$69.00
Title Search Fees	\$350.00
Reasonable Attorney's Fees	\$1,250.00
TOTAL as of 08/28/2008	\$125,734.26

Plus, the following amounts accrued after August 28, 2008:

Interest at the Rate of 6.625 per cent per annum (\$21.63 per diem);

Late Charges of \$39.89 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S. '1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendant at 1374 Dale Road, Woodland, PA 16881 as well as to address of residences as listed in paragraph 3 of this document on June 9, 2008, the notice pursuant to § 403-C of Act 91, and the applicable time periods therein have expired.

WHEREFORE, Plaintiff demands an in rem judgment against the Defendant for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$125,734.26, plus the following amounts accruing after August 28, 2008, to the date of judgment: (a) interest of \$21.63 per day, (b) late charges of \$39.89 per month, (c) plus interest at the legal rate allowed on judgments after the date of judgment, (d) additional attorney's fees (if any) hereafter incurred, (e) and costs of suit.

MILSTEAD & ASSOCIATES, LLC



Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

VERIFICATION

I, Mary L. Harbert-Bell, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



Name: Mary L. Harbert-Bell, Esquire
Title: Attorney

EXHIBIT A**Legal Description - Exhibit 'A'**

ALL that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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BEING Lot No. 2 in the Aldean and Betty Mae Hamilton Subdivision of Land which Subdivision appears of record in the Office of the Register & Recorder for Clearfield County in Aperture File No. 1196.

BEING the same premises as were conveyed to Kevin Jordan by Deed of Edward Hamilton and Barbara A. Hamilton, husband and wife, dated August 29, 1997 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1868, Page 409.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1631-CD

GREENPOINT MORTGAGE FUNDING, INC.

vs

KEVIN JORDAN

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 05/07/2009

HEARING:

PAGE: 105509

DEFENDANT: KEVIN JORDAN

ADDRESS: 113 E. LOCUST ST.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

S FILED
0/3/2009
APR 15 2009

William A. Shaw
OCCUPIEDary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 4/15/09 AT 10:36 AM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON KEVIN JORDAN, DEFENDANT

BY HANDING TO Kim Jordan, x wife/live-in

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

ADDRESS SERVED 215 N. 6th St. Clfd

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR KEVIN JORDAN

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO KEVIN JORDAN

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

DAY OF 2009

FILED

JUN 16 2009

William A. Shaw
Prothonotary/Clerk of Courts

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

GreenPoint Mortgage Funding,
Incorporated
2300 Brookstone Center Pkwy
Columbus, GA 31904,
Plaintiff,

Vs.

Kevin Jordan
215 West 6th Street
Clearfield, PA 16830,
Defendant.

Attorney for Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 2008-1631 CD

OPEN TO ATT
+ DEPT. w/
NOTICE.

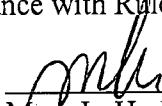
**PRAECIPE FOR JUDGMENT, *IN REM*, FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter Judgment, *in rem*, in favor of Plaintiff and against Kevin Jordan, Defendant, for failure to file an Answer on Plaintiff's Complaint within 20 days from service thereof and for Foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$125,734.26
Interest 8/29/08 through 06/15/09	6,294.33
Late Charges	398.90
Additional Corporate Advance	1,519.72
Additional Escrow Advance	5,140.48
TOTAL	\$139,087.69

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


Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: June 16, 2009


PROTHONOTARY

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney for Plaintiff

Our file number: 32.09157

**GreenPoint Mortgage Funding,
Incorporated,**

Plaintiff,

Vs.

Kevin Jordan,

Defendant.

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 2008-1631 CD

TO: Kevin Jordan
215 W. 6th Street,
Clearfield, PA 16830

DATE OF NOTICE: June 4, 2009

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

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this paper to your lawyer at once. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

LAWYERS REFERRAL AND INFORMATION SERVICES
CLEARFIELD COUNTY BAR ASSOCIATION
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, NJ 16830
800-692-7375

MILSTEAD & ASSOCIATES, LLC

mlb
By: Mary L. Harbert-Bell, Esquire
ID No. 80763
Attorney for Plaintiff

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

**GreenPoint Mortgage Funding,
Incorporated,**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

Plaintiff,

No.: 2008-1631 CD

Vs.

**Kevin Jordan,
Defendant.**

VERIFICATION OF NON-MILITARY SERVICE

Mary L. Harbert-Bell, Esquire, hereby verifies that she is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, she has knowledge of the following facts, to wit:

1. that the defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldier' and Sailors' Civil Relief Act of Congress of 1940, as amended,
2. defendant, Kevin Jordan, is over 18 years of age and resides at 215 West 6th Street, Clearfield, PA 16830.



Mary L. Harbert-Bell, Esquire

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

Prothonotary

To: Kevin Jordan

**GreenPoint Mortgage Funding,
Incorporated,**

Plaintiff,

Vs.

**Kevin Jordan,
Defendant.**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 2008-1631 CD

NOTICE PURSUANT TO RULE 236

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

MORTGAGE FORECLOSURE JUDGMENT BY DEFAULT

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

MARY L. HARBERT-BELL, ESQ. #80763
MILSTEAD & ASSOCIATES, LLC
856-482-1400

Notice Pursuant To Fair Debt Collection Practices Act
This is an attempt to collect a debt and any information obtained will be used for that purpose.

FILED
JUN 16 2009
William A. Shanahan
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105509
NO: 08-1631-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREENPOINT MORTGAGE FUNDING, INC.
VS.
DEFENDANT: KEVIN JORDAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILSTEAD	58380	10.00
SHERIFF HAWKINS	MILSTEAD	58380	11.00

FILED
09:10
JUL 24 2009
WM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

COPY

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff
File: 32.09157

GreenPoint Mortgage Funding,
Incorporated
2300 Brookstone Center Pkwy
Columbus, GA 31904,

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

No.: 2008-1631-CD

Vs.

Kevin Jordan
113 East Locust Street
Clearfield, PA 16830,
Defendant.

CIVIL ACTION
MORTGAGE FORECLOSURE

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

AUG 20 2008

Attest.

William L. Harbert-Bell
Prothonotary/
Clerk of Courts

April 1, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William L. Harbert-Bell
Deputy Prothonotary

NOTICE

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

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Daniel J. Nelson, Court Administrator
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814-765-2641 ext. 5982

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MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

Attorney for Plaintiff

GreenPoint Mortgage Funding,
Incorporated
2300 Brookstone Center Pkwy
Columbus, GA 31904,

Plaintiff,

Vs.

Kevin Jordan
113 East Locust Street
Clearfield, PA 16830,
Defendant.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.:

CIVIL ACTION
MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, GreenPoint Mortgage Funding, Incorporated (the "Plaintiff"), is a corporation registered to conduct business in the Commonwealth of Pennsylvania and having an office and place of business at 2300 Brookstone Center Pkwy, Columbus, GA 31904.
2. Defendant, Kevin Jordan, (the "Defendant"), is an adult individual and is the real owner of the premises hereinafter described.
3. Kevin Jordan, Defendant, resides at 113 East Locust Street, Clearfield, PA 16830.
4. On July 22, 2004, in consideration of a loan in the principal amount of \$120,000.00, the Defendant executed and delivered to GreenPoint Mortgage Funding, Incorporated an adjustable rate note (the "Note") with interest thereon at 6.750 percent per annum, payable as to the principal and interest in equal monthly installments of \$675.00 commencing September 1, 2004. The current interest rate is 6.625 percent per annum.

5. To secure the obligations under the Note, the Defendant executed and delivered to Mortgage Electronic Registration Systems, Incorporated as nominee for GreenPoint Mortgage Funding, Incorporated a mortgage (the "Mortgage") dated July 22, 2004, recorded on July 27, 2004 in the Department of Records in and for the County of Clearfield under Mortgage Instrument Number 200412094. Pursuant to Pa.R.C.P. 1019 (g) the mortgage is incorporated herein by reference. Plaintiff is proper party plaintiff by way of an assignment to be recorded.

6. The Mortgage secures the following real property (the "Mortgaged Premises"): 1374 Dale Road, Woodland, PA 16881. A legal description of the Mortgaged Premises is attached hereto as Exhibit "A" and made a part hereof.

7. The Defendant is in default of his/her obligations pursuant to the Note and Mortgage because payments of principal and interest due April 1, 2008, and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become due and payable forthwith together with late charges, escrow deficit (if any) and costs of collection including title search fees and reasonable attorney's fees.

8. The following amounts are due on the Mortgage and Note:

Balance of Principal	\$119,167.52
Accrued but Unpaid Interest from 3/1/08 to 7/31/08	
@ 7.625% per annum	
(24.89 per diem)	
8/1/08 to 8/28/08	
@ 6.625% per annum	
(\$21.63 per diem)	\$4,413.81
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Corporate Advance	\$69.00
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Reasonable Attorney's Fees	\$1,250.00
TOTAL as of 08/28/2008	\$125,734.26

Plus, the following amounts accrued after August 28, 2008:

Interest at the Rate of 6.625 per cent per annum (\$21.63 per diem);

Late Charges of \$39.89 per month.

9. Plaintiff has complied fully with Act No. 91 (35 P.S.'1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendant at 1374 Dale Road, Woodland, PA 16881 as well as to address of residences as listed in paragraph 3 of this document on June 9, 2008, the notice pursuant to § 403-C of Act 91, and the applicable time periods therein have expired.

WHEREFORE, Plaintiff demands an in rem judgment against the Defendant for foreclosure and sale of the Mortgaged Premises in the amount due as set forth in paragraph 8, namely, \$125,734.26, plus the following amounts accruing after August 28, 2008, to the date of judgment: (a) interest of \$21.63 per day, (b) late charges of \$39.89 per month, (c) plus interest at the legal rate allowed on judgments after the date of judgment, (d) additional attorney's fees (if any) hereafter incurred, (e) and costs of suit.

MILSTEAD & ASSOCIATES, LLC



Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

VERIFICATION

I, Mary L. Harbert-Bell, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



Name: Mary L. Harbert-Bell, Esquire
Title: Attorney

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ALL that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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BEING the same premises as were conveyed to Kevin Jordan by Deed of Edward Hamilton and Barbara A. Hamilton, husband and wife, dated August 29, 1997 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1868, Page 409.

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

GreenPoint Mortgage Funding,
Incorporated,
Plaintiff,
Vs.
Kevin Jordan,
Defendant.

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

No.: 2008-1631 CD

FILED

*JUL 29 2009
M 112:30 am
William A. Shaw
Prothonotary/Clerk of Courts*

*I cert w/6writs
to SHER*

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$139,087.69
INTEREST	
From 06/16/2009 to <u>Date of Sale</u> at \$	
\$22.86 per diem	
Attorney's Fees	
(Costs to be added)	\$
TOTAL DUE	\$
Prothonotary costs	\$ 142.06

Date: July 28, 2009

M.L.B.
Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney ID No.: 80763

Note: Please attach description of Property.

{00365401}

All that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at an iron pin located on the South side of Township Road 605, said point is also the Northeast corner of Lot No. 1; thence along said Road, South eighty-seven degrees, fifty-two minutes, thirty seconds East (S 87° 52' 30" E) one hundred fifty feet (150.0) to an iron pin and also the Northwest corner of Lot No. 3; thence along Lot No. 3, South one degree, twenty minutes West (S 1° 20' W) two hundred ninety and five tenths feet (290.5) to an iron pin on line of Lot No. 5; thence along Lot No. 5, North eighty-seven degrees, fifty-two minutes, thirty seconds West (N 87° 52' 30" W), one hundred fifty feet (150.0) to an iron pin and also the Southeast corner of Lot No. 1; thence along Lot No. 1, North one degree, twenty minutes East (N 1° 20' E), two hundred ninety and five tenths feet (290.5) to an iron pin and place of beginning.

Being Lot No. 2 in the Aldean and Betty Mae Hamilton Subdivision of Land which Subdivision appears of record in the office of the Register & Recorder for Clearfield County in Aperture File No. 1196.

**Being known as 1374 Dale Road, Woodland, PA 16881
Tax Parcel Number: 106-N08-000-00198**

SEIZED, taken in execution to be sold as the property of Kevin Jordan, at the suit of GreenPoint Mortgage Funding, Incorporated. Judgment No. 2008-1631 CD.

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

GreenPoint Mortgage Funding Incorporated,

Vs.

NO.: 2008-01631-CD

Kevin Jordan,

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Description

(2)

AMOUNT DUE/PRINCIPAL: \$139,087.69
INTEREST FROM: 06/16/2009 to date of sale at \$22.86
per diem.
ATTY'S COMM: \$
DATE: 7/29/2009

PROTH. COSTS PAID: \$142.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Mary L. Harbert-Bell, Esq.
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
856-482-1400

Sheriff

All that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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Tax Parcel Number: 106-N08-000-00198**

SEIZED, taken in execution to be sold as the property of Kevin Jordan, at the suit of GreenPoint Mortgage Funding, Incorporated. Judgment No. 2008-1631 CD.

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

GreenPoint Mortgage Funding, Incorporated, Plaintiff, Vs. Kevin Jordan, Defendant.	IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA No.: 2008-1631 CD
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To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$139,087.69
INTEREST	
From 06/16/2009 to <u>Date of</u>	\$
<u>Sale</u> at \$22.86 per diem	
(Costs to be added)	\$
TOTAL DUE	\$
<i>Prothonotary costs</i>	\$ 142.00

Date: July 28, 2009

M.L.B.

Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney ID No.: 80763

Note: Please attach description of Property.

All that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

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**Being known as 1374 Dale Road, Woodland, PA 16881
Tax Parcel Number: 106-N08-000-00198**

SEIZED, taken in execution to be sold as the property of Kevin Jordan, at the suit of GreenPoint Mortgage Funding, Incorporated. Judgment No. 2008-1631 CD.

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney for Plaintiff

GreenPoint Mortgage Funding, Incorporated, Plaintiff, Vs. Kevin Jordan, Defendant.	COURT OF COMMON PLEAS CLEARFIELD COUNTY No.: 2008-1631 CD AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1
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STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

GreenPoint Mortgage Funding, Incorporated, Plaintiff in the above entitled cause of action, sets forth as of the date the praecipe for writ of execution was filed the following information concerning the real property located at 1374 Dale Road, Woodland, PA 16881:

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

Kevin Jordan
215 West 6th Street
Clearfield, PA 16830

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

Same as above

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

None Known

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

{00365401}

GreenPoint Mortgage Funding, Incorporated
(Plaintiff herein)
2300 Brookstone Center Pkwy
Columbus, GA 31904

MERS, Inc., acting solely as nominee for
GreenPoint Mortgage Funding, Inc.
100 Wood Hollow Drive
Novato, CA 94945

Beneficial CDC d/b/a Beneficial Mortgage Co.
of PA
90 Beaver Drive, Ste. 114C
Dubois, PA 15801

MERS, Inc., acting solely as nominee for
GreenPoint Mortgage Funding, Inc.
3300 SW 34th Avenue, Ste. 101
Ocala, FL 34474

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

None Known

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

None Known

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

Tenant/Occupant
1374 Dale Road
Woodland, PA 16881

Department of Domestic Relations
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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



Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

Date: July 28, 2009

{00365401}

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400

**GreenPoint Mortgage Funding,
Incorporated,**

Plaintiff,

Vs.

**Kevin Jordan,
Defendant.**

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY**

No.: 2008-1631 CD

CERTIFICATION

CERTIFICATION

Mary L. Harbert-Bell, Esquire, hereby verifies that she is attorney for the Plaintiff in the above captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA Mortgage
- Non-owner occupied
- Vacant
- Act 91 Procedures have been fulfilled

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



Mary L. Harbert-Bell, Esquire
Attorney for Plaintiff

Date: July 28, 2009

Probationary Clerk of Courts
William A Shaw

JUL 29 2009

FILED

MILSTEAD & ASSOCIATES, LLC
BY: Mary L. Harbert-Bell, Esquire
ID No. 80763
220 Lake Drive East, Suite 301
Cherry Hill, NJ 08002
(856) 482-1400
Attorney for Plaintiff

FILED *ICC Atty*
m/12/10 Lm Harbert-Bell
NOV 16 2009
S
William A. Shaw
Prothonotary/Clerk of Courts

GreenPoint Mortgage Funding, Incorporated,
Plaintiff,

Vs.

Kevin Jordan,
Defendant.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.: 2008-1631 CD

AFFIDAVIT PURSUANT TO
Pa.R.C.P. 3129.2

SS:

I, Mary L. Harbert-Bell, Esquire, being duly sworn according to law upon my oath, depose and say,

1. On August 20, 2009, a copy of the Notice of Sheriff's Sale of Real Property was served upon the defendant, Kevin Jordan, by the Sheriff's Office of Clearfield County. A copy of the Sheriff's return is attached hereto and made a part hereof as Exhibit "A".
2. On September 4, 2009 and October 13, 2009, a notice of Sheriff's Sale was served upon lien holders of record and interested parties by ordinary mail. A copy of the certificate of mailing is attached hereto and made a part hereof as Exhibit "B".



Mary L. Harbert-Bell, Esquire
Attorney ID No. 80763
Milstead and Associates, LLC

Dated: November 12, 2009

REAL ESTATE

REAL ESTATE

32.09157

EXECUTION SERVICE SHEET

DKT: EX PAGE: 21014

DEPUTY RECEIVED: August 13, 2009

DEFENDANT(S): KEVIN JORDAN

ADDRESS: 215 WEST 6TH STREET
CLEARFIELD, PA 16830

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: SEPT. 21, 2009

DATE SERVED POSTED OR LEVIED: 8-20-09 TIME: 1:42 pm

NAME OF PERSON SERVED: Kevin Jordan

TITLE: Def.

WHERE SERVED / POSTED (ADDRESS): 215 West 6th Ave, Clearfield

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: 8-19-09- 1:41 pm 10/14

SPECIAL DIRECTIONS:

NO. 08-1631-CD
KEVIN JORDAN

SERVED, POSTED OR LEVIED ON BY: Davis

NOTES: _____

NAME AND ADDRESS OF SENDER		INDICATE TYPE OF MAIL		CHECK APPROPRIATE BLOCK FOR				POSTMARK AND DATE OF RECEIPT						
MILSTEAD & ASSOCIATES, LLC Woodland Falls Corporate Park 220 Lake Drive East, Suite 301 Cherry Hill, NJ 08002		<input checked="" type="checkbox"/> Certificate Mailing <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified Mail		<input type="checkbox"/> Registered Mail; <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance				Affix stamp here if issued as certificate of mailing. or for additional copies of this bill.						
Line	Number of Article	Name of Addressee, Street, and Post-Office Address		Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee	Remarks
1		Tenant/Occupant 1374 Dale Road Woodland, PA 16881												
2		Department of Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830												
3		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105												
4		Beneficial CDC d/b/a Beneficial Mortgage Co. of PA 90 Beaver Drive, Ste. 114C Dubois, PA 15801												
5		MERS, Inc., acting solely as a nominee for Freedom Mortgage Corporation 3300 SW 34 th Avenue, Ste. 101 Ocala, FL 34474												
6		MERS, Inc., acting solely as nominee for GreenPoint Mortgage Funding, Inc. 100 Wood Hollow Drive Novato, CA 94945												
7														
POSTMASTER, PER (Name of receiving employee) 														
The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.														
Total Number of Pieces Listed by Sender														
6														

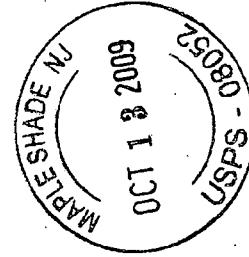
ESTATE PLANNING

卷之三

{00179059}

NAME AND ADDRESS OF SENDER
MILSTEAD & ASSOCIATES, LLC
 Woodland Falls Corporate Park
 220 Lake Drive East, Suite 301
 Cherry Hill, NJ 08002

INDICATE TYPE OF MAIL			CHECK APPROPRIATE BLOCK FOR			POSTMARK AND DATE OF RECEIPT		
			<input checked="" type="checkbox"/> Registered Mail <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified Mail			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.		
Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.
1		Clearfield Bank & Trust Company 11 North 2 nd Street, P.O. Box 171 Clearfield, PA 16830						
2		Clearfield Bank & Trust Company c/o Richard A. Ireland 650 Leonard Street Clearfield, PA 16830						
3								
4						0.2	1P	\$ 002.00
5								0003126196 OCT 13 2009
6								MAILED FROM ZIP CODE 08002
Total Number of Pieces Listed by Sender			POSTMASTER, PER (Name of receiving employee)			The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.		
PS FORM 3877 32.09157						FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL		



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21014
NO: 08-1631-CD

PLAINTIFF: GREENPOINT MORTGAGE FUNDING, INCORPORATED

vs.

DEFENDANT: KEVIN JORDAN

Execution REAL ESTATE

FILED
OCT 5 2010
MAR 29 2010
William A. Shaw
LSA

SHERIFF RETURN

DATE RECEIVED WRIT: 7/29/2009

LEVY TAKEN 8/17/2009 @ 2:27 PM

POSTED 8/17/2009 @ 2:27 PM

SALE HELD 11/13/2009

SOLD TO BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING LP

SOLD FOR AMOUNT \$20,000.00 PLUS COSTS

WRIT RETURNED 3/29/2010

DATE DEED FILED 3/29/2010

PROPERTY ADDRESS 1374 DALE ROAD WOODLAND, PA 16881

SERVICES

8/20/2009 @ 1:42 PM SERVED KEVIN JORDAN

SERVED KEVIN JORDAN, DEFENDANT, AT HIS RESIDENCE 215 WEST 6TH AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEVIN JORDAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21014
NO: 08-1631-CD

PLAINTIFF: GREENPOINT MORTGAGE FUNDING, INCORPORATED
VS.

DEFENDANT: KEVIN JORDAN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$618.78
SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2010

So Answers,

Chester A. Hawkins
By Cynthia Bitter - Deponent
Chester A. Hawkins
Sheriff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KEVIN JORDAN

NO. 08-1631-CD

NOW, March 29, 2010, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 13, 2009, I exposed the within described real estate of Kevin Jordan to public venue or outcry at which time and place I sold the same to BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING LP he/she being the highest bidder, for the sum of \$20,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	2.00
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	400.00
POSTAGE	5.28
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	20,000.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	10.00
TOTAL SHERIFF COSTS	\$628.78

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	52.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$52.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	139,087.69
INTEREST @ 22.8600 %	3,200.40
FROM 06/26/2009 TO 11/13/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$142,308.09

COSTS:

ADVERTISING	403.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	52.00
SHERIFF COSTS	628.78
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,614.53

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

CHESTER A. HAWKINS, Sheriff