

08-1878-CD
US Bank et al vs Robert N. Flood

FILED *Att'd pd.
11/23/08
01 02 2008
20 Sheriff*
William A. Shaw
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 187724

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR 2006EFC1 RAMF
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

NO. 88-1878-CD
CLEARFIELD COUNTY

Plaintiff
v.
ROBERT N. FLOOD
33 BALD HILL ROAD
FRENCHVILLE, PA 16836

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR 2006EFC1 RAMP
1100 VIRGINIA DRIVE
P O. BOX 8300
FORT WASHINGTON, PA 19034

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

ROBERT N. FLOOD
33 BALD HILL ROAD
FRENCHVILLE, PA 16836

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

3. On 11/08/2005 mortgagor(s) made, executed and delivered a mortgage upon the premises
hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,

INC., AS A NOMINEE FOR EQUIFIRST CORPORATION which mortgage is
recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument
No. 200521870. 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 06/01/2008 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	\$61,150.92
Interest	\$3,100.69
05/01/2008 through 09/26/2008	
(Per Diem \$20.81)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$453.81
11/08/2005 to 09/26/2008	
Property Inspections	\$22.50
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$66,527.92
Escrow	
Credit	\$0.00
Deficit	\$313.40
Subtotal	<u>\$313.40</u>
TOTAL	\$66,841.32

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.

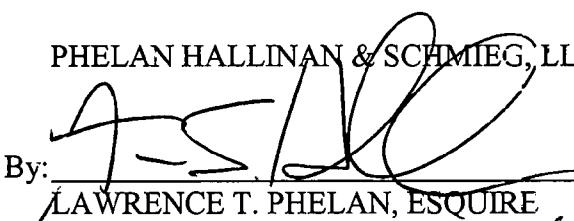
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability 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. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,841.32, together with interest from 09/26/2008 at the rate of \$20.81 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: 

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE 62695
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
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VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract or parcel of land situate in LeContes Mills, Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake by a bolt in the western line of a dirt road leading from the macadam highway to the mines; thence South 40 degrees 47 minutes West along the western side of said dirt road 142.9 feet to a stake; thence along land of Harry T. Smith 68 degrees and 32 minutes West 56.2 feet to a stake; thence along land of Harry T. Smith North 9 degrees 20 minutes East 106.8 feet to a stake; thence partly by land conveyed to Austin Harrier and partly by land of Lewis Be 1 South 80 degrees 7 minutes East 129.8 feet to a spike by a bolt and the place of beginning. Containing 245/100 of an acre.

UNDER AND SUBJECT to all existing easements, conditions, covenants, restrictions and rights of ways of record.

Parcel# 114-006-644-05

PROPERTY BEING: 33 BALD HILL ROAD

VERIFICATION

I hereby state that I am the attorney for the 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.

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

62695

DATE: 9/30/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1878-CD

U.S. BANK NATIONAL ASSOCIATION as Trustee
vs
ROBERT N. FLOOD

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/01/2008 HEARING: PAGE: 104743

DEFENDANT: ROBERT N. FLOOD
ADDRESS: 33 BALD HILL ROAD
FRENCHVILLE, PA 16835

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

S FILED
01/11/2009
OCT 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 10/10/08 AT 11:16 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT N. FLOOD, DEFENDANT

BY HANDING TO Jammie Flood, wife.

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

ADDRESS SERVED 33 Bald Hill rd Frenchville Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR ROBERT N. FLOOD

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT N. FLOOD

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hawkins

Deputy Signature

S. Hawkins

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1878-CD

U.S. BANK NATIONAL ASSOCIATION as Trustee
vs
ROBERT N. FLOOD

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/01/2008 HEARING: PAGE: 104743

DEFENDANT: ROBERT N. FLOOD
ADDRESS: 803 GORMONT DRIVE
FRENCHVILLE, PA 16836

S FILED

OCT 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 10/10/08 8:30 AM Does not live there per neighbor

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT N. FLOOD, 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 ROBERT N. FLOOD

AT (ADDRESS) _____

NOW 10/16/08 AT 8:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT N. FLOOD

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.

OCT 02 2008

Attest.

William E. Chan
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

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1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

Plaintiff
v.

ROBERT N. FLOOD
33 BALD HILL ROAD
FRENCHVILLE, PA 16836

Defendant

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

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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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THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
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COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

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

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

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

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR 2006EFC1 RAMP
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

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

ROBERT N. FLOOD
33 BALD HILL ROAD
FRENCHVILLE, PA 16836

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

3. On 11/08/2005 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NCMINEE FOR EQUIFIRST CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200521870. 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 06/01/2008 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	\$61,150.92
Interest	\$3,100.69
05/01/2008 through 09/26/2008	
(Per Diem \$20.81)	
Attorney's Fees	\$1,250.00
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11/08/2005 to 09/26/2008	
Property Inspections	\$22.50
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Subtotal	\$66,527.92
Escrow	
Credit	\$0.00
Deficit	\$313.40
Subtotal	<u>\$313.40</u>
TOTAL	\$66,841.32

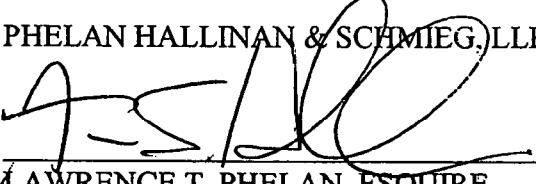
7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's 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. The action does not come under Act 6 of 1974 because the original mortgage amount exceeds the dollar amount provided in the statute.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,841.32, together with interest from 09/25/2008 at the rate of \$20.81 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: 

LAWRENCE T. PHELAN, ESQUIRE
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PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract or parcel of land situate in LeContes Mills, Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake by a bolt in the western line of a dirt road leading from the macadam highway to the mines; thence South 40 degrees 47 minutes West along the western side of said dirt road 142.9 feet to a stake; thence along land of Harry T. Smith 68 degrees and 32 minutes West 56.2 feet to a stake; thence along land of Harry T. Smith North 9 degrees 20 minutes East 106.8 feet to a stake; thence partly by land conveyed to Austin Harrier and partly by land of Lewis Be 1 South 80 degrees 7 minutes East 129.8 feet to a spike by a bolt and the place of beginning. Containing 245/100 of an acre.

UNDER AND SUBJECT to all existing easements, conditions, covenants, restrictions and rights of ways of record.

Parcel# 114-006-644-05

PROPERTY BEING: 33 BALD HILL ROAD

VERIFICATION

I hereby state that I am the attorney for the 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.

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 62695

DATE: 9/30/08

FILED

OCT 31 2008

112:10 AM

William A. Shaw
Prothonotary/Clerk of Courts
No 9/2

610

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

ATTORNEY FOR PLAINTIFF

**U.S. BANK NATIONAL
ASSOCIATION AS TRUSTEE FOR
2006EFC1 RAMP**

: COURT OF COMMON PLEAS

:

: CIVIL DIVISION

:

: NO. 08-1878-CD

:

: CLEARFIELD COUNTY

:

:

Defendant(s) :

Plaintiff
vs.
ROBERT N. FLOOD

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

TO THE PROTHONOTARY:

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

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

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

Date: 10/29/08

VERIFICATION

Jeffrey Stephan
Limited Signing Officer hereby states that he/she is

LSO of GMAC MORTGAGE, LLC, servicing agent for Plaintiff,
U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR 2006EFC1 RAMP, in this matter,
that he/she is authorized to take this Verification, and that the statements made in the foregoing
Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge,
information and belief. The undersigned understands that this statement is made subject to the
penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 10/11/08

Name:

Title:

Jeffrey Stephan
Limited Signing Officer

Company: GMAC MORTGAGE, LLC

Loan: 7440646438

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

ATTORNEY FOR PLAINTIFF

**U.S. BANK NATIONAL
ASSOCIATION AS TRUSTEE FOR
2006EFC1 RAMP**

: COURT OF COMMON PLEAS

:

: CIVIL DIVISION

:

: NO. 08-1878-CD

:

: CLEARFIELD COUNTY

:

vs.
ROBERT N. FLOOD

:

Defendant(s)

:

CERTIFICATE OF SERVICE

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

ROBERT N. FLOOD
33 BALD HILL ROAD
FRENCHVILLE, PA 16836-8200

Phelan Hallinan & Schmieg, LLP

Attorney for Plaintiff

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

Date: 10/29/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104743
NO: 08-1878-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION as Trustee
vs.
DEFENDANT: ROBERT N. FLOOD

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	735299	20.00
SHERIFF HAWKINS	PHELAN	735299	41.72

9
FILED
03/15/08
JAN 27 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff