

08-2174-CD
US Bank vs Barry Reddinger

^S FILED Any pd. 95.00
m/f: 07/20/08
NOV 12 2008 ICC 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 190880

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR RASC 2005KS8
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 08-2174-CD

v.

CLEARFIELD COUNTY

BARRY W. REDDINGER
510 EAST 7TH STREET
CLEARFIELD, PA 16830-2618

Defendant

#sigPg1()

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

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE FOR RASC 2005KS8
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:

BARRY W. REDDINGER
510 EAST 7TH STREET
CLEARFIELD, PA 16830-2618

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

3. On 06/29/2005 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200511851. 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 07/01/2008 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	\$50,824.66
Interest	\$2,569.60
06/01/2008 through 11/07/2008 (Per Diem \$16.06)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$278.02
06/29/2005 to 11/07/2008	
Property Inspections	\$35.50
Non Sufficient Funds Charge	\$60.00
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$55,567.78
Escrow	
Credit	\$0.00
Deficit	\$479.10
Subtotal	<u>\$479.10</u>
TOTAL	\$56,046.88

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 \$56,046.88, together with interest from 11/07/2008 at the rate of \$16.06 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:  PD NO- 81760
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
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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 lot of land situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Seventh Street eighty-six (86) feet from a post located at the corner of Daisy and Seventh Streets; thence along Seventh Street, eighty-six (86) feet to an alley; thence along said alley, fifty (50) feet to line of Lot No. A22; thence along line of Lot No. A22; eighty-six (86) feet; thence fifty (50) feet to Seventh Street and place of beginning, and being one-half of Lot No. A21.

BEING the same premises conveyed to Mark A. Wisor, an individual, by deed dated June 28, 1993, and recorded in Clearfield County Record Volume 1542, Page 237. Kammi R. Wisor joins in this Deed as the spouse of Mark A. Wisor to extinguish any interest she may have in the property by virtue of their marriage.

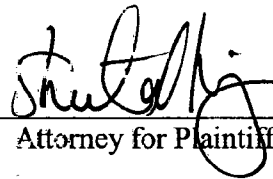
PREMISES: 510 EAST 7TH STREET

PARCEL#: K08-246-00057

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: 11/7/08

FILED

NOV 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED

11/12/08

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
RASC 2005KS8

Plaintiff

vs.

BARRY W. REDDINGER

Defendant(s)

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 08-2174-CD
:
: CLEARFIELD COUNTY
:
:
:

PRAECIPE 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: 11/20/08

FILED No
m 11:09 AM CC
NOV 26 2008 (610)

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Jeffrey Stephan
Limited Signing Officer

hereby states that he/she is

ISO of HOMECOMINGS FINANCIAL, LLC, servicing agent for Plaintiff, U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005KS8, 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:

11/12/08

Name:

Title:

Jeffrey Stephan
Limited Signing Officer

Company: HOMECOMINGS FINANCIAL,
LLC

Loan: 7424662138

File #: 190880

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
RASC 2005KS8

Plaintiff

vs.

BARRY W. REDDINGER

Defendant(s)

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 08-2174-CD
:
: CLEARFIELD COUNTY
:
:
:
:

CERTIFICATE OF SERVICE

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

BARRY W. REDDINGER
510 EAST 7TH STREET
CLEARFIELD, PA 16830-2518

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

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

Date: 11/20/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2407-CD

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE
vs
BARRY W. REDDINGER

2174
SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 12/12/2008 HEARING: PAGE: 104914

DEFENDANT: BARRY W. REDDINGER
ADDRESS: 510 EAST 7TH STREET
CLEARFIELD, PA 16830-2618

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

ATTEMPTS

4 attempts
VACANT
11-26-08 N/A 12-3-08 N/A
12-2-08 N/A 12-11-08 N/A

OCCUPIED

SHERIFF'S RETURN

FILED
08:30 a.m. GK
DEC 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

COMPLAINT IN MORTGAGE FORECLOSURE ON BARRY W. REDDINGER, 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 BARRY W. REDDINGER

AT (ADDRESS) _____

NOW 12-16-08 AT 8:15 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO BARRY W. REDDINGER

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.

NOV 12 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 190880

ATTORNEY FOR PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR RASC 2005KS8
1100 VIRGINIA DRIVE
P.O. BOX 8300
FORT WASHINGTON, PA 19034

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

2174
NO. 08-2107-CD

CLEARFIELD COUNTY

Plaintiff

v.

BARRY W. REDDINGER
510 EAST 7TH STREET
CLEARFIELD, PA 16830-2618

Defendant

We hereby certify the
within to be a true and
correct copy of the original filed of record
#sigPg10

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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800-692-7375

Notice to Defend:
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Clearfield, PA 16830
814-765-2641 x 5982

1. Plaintiff is

U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE FOR RASC 2005KS8
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:

BARRY W. REDDINGER
510 EAST 7TH STREET
CLEARFIELD, PA 16830-2618

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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 \$56,046.88, together with interest from 11/07/2008 at the rate of \$16.06 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: 

FD NO- 81760

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

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BEGINNING at a point on Seventh Street eighty-six (86) feet from a post located at the corner of Daisy and Seventh Streets; thence along Seventh Street, eighty-six (86) feet to an alley; thence along said alley, fifty (50) feet to line of Lot No. A22; thence along line of Lot No. A22; eighty-six (86) feet; thence fifty (50) feet to Seventh Street and place of beginning, and being one-half of Lot No. A21.

BEING the same premises conveyed to Mark A. Wisor, an individual, by deed dated June 28, 1993, and recorded in Clearfield County Record Volume 1542, Page 237. Kammi R. Wisor joins in this Deed as the spouse of Mark A. Wisor to extinguish any interest she may have in the property by virtue of their marriage.

PREMISES: 510 EAST 7TH STREET

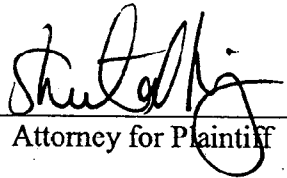
PARCEL#: K08-246-00057

VERIFICATION

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

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Attorney for Plaintiff

DATE: 11/7/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104914
NO: 08-2107-CD
SERVICES 1 ²¹⁷⁴
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE
vs.
DEFENDANT: BARRY W. REDDINGER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	747256	10.00
SHERIFF HAWKINS	PHELAN	747256	22.00

FILED
01/31/2009
FEB 26 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff