

	,	:IN THE COURT OF COMMON PLEAS OF
Plaintiff		: LYCOMING COUNTY, PENNSYLVANIA
		:
vs.		: NO.
		:
	,	: CIVIL ACTION
Defendants		: MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff _____.
2. Defendant, _____.
3. On _____, Defendant _____ borrowed the sum of _____ from Plaintiff and agreed to repay that sum plus interest pursuant to the terms and conditions of a Promissory Note, a true and correct copy of which is attached hereto (hereinafter the "Note").
4. To secure repayment of sums due under the Note, the Defendant _____ gave the Plaintiff a mortgage interest in real property situate in Lycoming County, a true and correct copy of which mortgage (hereinafter the "Mortgage") is attached hereto and a true and correct copy of which mortgage is recorded by Lycoming County Recorder of Deeds as instrument number _____. The description of the real property which is subject to the Mortgage (hereinafter the "Premises") is more fully described in the Mortgage attached hereto. That description of the Premises is incorporated herein by reference as if more fully set forth, and made a part hereof.
5. The Defendant has defaulted upon the terms of the Note by failure to make monthly payments when due, and by _____.

6. There is currently due to the Plaintiff on the Loan which is the subject of the Note attached hereto, sums as follows:

Principal
Accrued Interest
Late Fees
Other charges
Total

together with interest at the contract rate from _____.

7. Pursuant to the Note and Mortgage, true and correct copies of which are attached hereto, upon default by the Defendant, Plaintiff is entitled to and does hereby declare all sums owed on the Note immediately due and payable. Further, Plaintiff is entitled to commence this legal action to collect sums due, together with reasonable attorney's fees and cost of suit, and to foreclose Plaintiff's mortgage interest in the Premises.

WHEREFORE, Plaintiff demands Judgment in Mortgage Foreclosure in favor of the Plaintiff and against the Defendant for the sum of _____, together with pre-judgment and post-judgment interest at the contract rate, reasonably attorney's fees, and costs of suit.