

00-1479-CD  
FIRST FINANCIAL BANK -vs- TOMMY L. WITHEROW et al

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON AVENUE  
EL DORADO, AR 71730

Plaintiff

v.

TERM

00-  
NO. 1479-CD

CLEARFIELD COUNTY

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER  
DORSEY AND JULIA STREETS,  
BOX 174  
IRVONA, PA

Defendant(s)

FILED

NOV 27 2000

William A. Shaw  
Prothonotary

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

1. Plaintiff is

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON AVENUE  
EL DORADO, AR 71730

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

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER  
DORSEY AND JULIA STREETS, BOX 174  
IRVONA, PA

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


3. On 12/15/94 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to COMMONWEALTH STATE BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1650, Page 40. By Assignment of Mortgage recorded /19/99 the mortgage was assigned to PLAINTIFF which Assignment is recorded in instrument # 19991907.
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 5/15/00 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. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$19,052.16
Interest	717.24
4/15/00 through 9/1/00 (Per Diem \$5.16)	
Attorney's Fees	1,000.00
Cumulative Late Charges	50.84
12/15/94 to 9/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$21,370.24
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$21,370.24</b>

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 21,370.24, together with interest from 9/1/00 at the rate of \$5.16 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.

  
/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: October 12, 2000

TO:

Tommy L. Witherow  
Dorsey & Julia Streets, Box 174  
Irvona, PA 16656

Tracy Jo Semelsberger  
Dorsey & Julia Streets, Box 174  
Irvona, PA 16656

Tommy L. Witherow  
PO Box 6  
Irvona, PA 16656

Tracy Jo Semelsberger  
PO Box 6  
Irvona, PA 16656

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 ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA

**EXHIBIT A**

LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL  
PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.  
STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Tommy L. Witherow and Tracy Jo Semelsberger  
PROPERTY ADDRESS: Dorsey & Julia Sts., Box 174-Irvona, PA 16656  
LOAN ACCT. NO.: 307580  
ORIGINAL LENDER: Commonwealth State Bank  
CURRENT LENDER/SERVICER: First Financial Bank

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME**  
**FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing

**EXHIBIT A**

Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **Dorsey & Julia Sts., Box 174-Irvona, PA 16656** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 5/15/00 thru 9/15/00 at \$260.61 per month.

Monthly Payments Plus Late Charges Accrued	\$1,366.60
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
<b>Total amount to cure default</b>	<b>\$1,366.60</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,366.60, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, L.L.P., 2 Penn Center Plaza, Suite 900, Philadelphia, PA 19102, Attention: Payoff/Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to

**EXHIBIT A**

cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: **FEDERMAN AND PHELAN, L.L.P.**  
**2 Penn Center Plaza, Suite 900**  
**Philadelphia, PA 19102**  
**Tel:(215) 563-7000**  
**Attention: Phyllis Levin, Payoff/Reinstatement Dept.**

EFFECT OF SHERIFF'S SALE-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE-You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN, L.L.P.  
Account No.: 307580

Attn: Kathy Kennedy

Mailed by 1<sup>st</sup> Class mail /Certificate of Mailing and Certified Mail No: 7000 0600 0026 8244  
1051,1044,1037,1020

**EXHIBIT A**



**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES  
(REV. 8/00)**

**CHESTER COUNTY**

Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
(610) 375-7866 FAX (215) 375-7830

HACE  
167 W. Allegheny Avenue, 2<sup>nd</sup> Fl.  
Philadelphia, PA 19140  
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.  
439 East King Street  
Lancaster, PA 17602  
(717) 397-5182 or (800) 788-5602 (H.O. only)  
FAX (717) 399-4127

American Red Cross of Chester  
1729 Edgemont Avenue  
Chester, PA 19013  
(610) 874-1484

**American Credit Counseling Institute**

845 Coates Street  
Coatesville, PA 19320  
(883) 212-6741

144 E. Dekalb Pike  
King Of Prussia, PA 19406  
(610) 971-2210 FAX (610) 263-4814

Northwest Counseling Agency  
5001 North Broad Street  
Philadelphia, PA 19141  
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley  
1515 Market Street, Suite 1325  
Philadelphia, PA 19107  
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.  
P.O. Box 244  
Kennett Square, PA 19348  
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.  
100 North 17<sup>th</sup> Street, Suite 600  
Philadelphia, PA 19103  
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley (Marshall Bldg.)  
790 E. Market St., Suite 215  
West Chester, PA 19382  
(215) 563-5665

755 York Rd., Suite 103  
Warminster, PA 18974  
(215) 444-9429 FAX (215) 956-6344

**CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
(412) 282-7812

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556 FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100 FAX (814) 944-5747

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA  
1631 South Atherton St, Suite 100  
State College, PA 16801  
(814) 238-3668 FAX (814) 238-3669

ALL that certain piece or parcel of land situate in the Borough of Irvona, the County of Clearfield, and the State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe along Dorsey Street and at the Southwest corner of parcel #1; thence South Thirty-four degrees Thirty minutes West ( $S 34^{\circ} 30' W$ ) along Dorsey Street Seventy (70.00') feet to an iron pipe; thence North Fifty-five degrees Thirty minutes West ( $N 55^{\circ} 30' W$ ) along land now or formerly of Thomas Morrison One Hundred Fifty (150.00') feet to an iron pipe; thence North Thirty-four degrees Thirty minutes East ( $N 34^{\circ} 30' E$ ) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East ( $S 55^{\circ} 30' E$ ) along Parcel #1, One Hundred Fifty (150.00') feet to an iron pipe and place of beginning. BEING Parcel #2 on attached drawing.

**PREMISES: DORSEY AND JULIA STREETS, BOX 174**

**VERIFICATION**

FRANK FEDERMAN, ESQUIRE hereby states that he is 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 he is authorized to make this verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel. 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.

Frank Federman

DATE: 11/21/00

FILED

NOV 27 2000

*[Signature]*  
0302 / 4th  
William A. Shaw  
Prothonotary

*Federman*

pd \$80.00

*Jac Sheny*

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10440

FIRST FINANCIAL BANK

00-1479-CD

VS.

WITHEROW, TOMMY L. and TRACY JO SEMELSBERGER

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW DECEMBER 18, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE "NOT SERVED" AT DIRECTION OF ATTORNEY.

**Return Costs**

Cost	Description
19.33	SHF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20 Day Of Dec 2000



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.


So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

DEC 20 2000

William A. Shaw  
Prothonotary  


FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON AVENUE  
EL DORADO, AR 71730

Plaintiff

v.

TERM

NO. 00-1479-CO

CLEARFIELD COUNTY

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER  
DORSEY AND JULIA STREETS,  
BOX 174  
IRVONA, PA

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

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

**NOV 27 2000**

Attest.

*William L. Shaw*  
Prothonotary

1. Plaintiff is

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON AVENUE  
EL DORADO, AR 71730

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

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER  
DORSEY AND JULIA STREETS, BOX 174  
IRVONA, PA

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<b>TOTAL</b>	<b>\$21,370.24</b>

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 21,370.24, together with interest from 9/1/00 at the rate of \$5.16 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.

/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff



# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: October 12, 2000

TO:

Tommy L. Witherow  
Dorsey & Julia Streets, Box 174  
Irvona, PA 16656

Tracy Jo Semelsberger  
Dorsey & Julia Streets, Box 174  
Irvona, PA 16656

Tommy L. Witherow  
PO Box 6  
Irvona, PA 16656

Tracy Jo Semelsberger  
PO Box 6  
Irvona, PA 16656

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 ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA

EXHIBIT A

LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL  
PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.  
**STATEMENTS OF POLICY**

HOMEOWNER'S NAME(S): Tommy L. Witherow and Tracy Jo Semelsberger  
PROPERTY ADDRESS: Dorsey & Julia Sts., Box 174-Irvona, PA 16656  
LOAN ACCT. NO.: 307580  
ORIGINAL LENDER: Commonwealth State Bank  
CURRENT LENDER/SERVICER: First Financial Bank

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME**  
**FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing

**EXHIBIT A**

Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **Dorsey & Julia Sts., Box 174-Irvona, PA 16656** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: **5/15/00** thru **9/15/00** at **\$260.61** per month.

Monthly Payments Plus Late Charges Accrued	\$1,366.60
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
<b>Total amount to cure default</b>	<b>\$1,366.60</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,366.60**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, L.L.P., 2 Penn Center Plaza, Suite 900, Philadelphia, PA 19102, Attention: Payoff/Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to

**EXHIBIT A**

cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: **FEDERMAN AND PHELAN, L.L.P.**  
**2 Penn Center Plaza, Suite 900**  
**Philadelphia, PA 19102**  
**Tel:(215) 563-7000**  
**Attention: Phyllis Levin, Payoff/Reinstatement Dept.**

EFFECT OF SHERIFF'S SALE-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE-You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN, L.L.P.  
Account No.: 307580

Attn: Kathy Kennedy

Mailed by 1<sup>st</sup> Class mail /Certificate of Mailing and Certified Mail No: 7000 0600 0026 8244  
1051,1044,1037,1020

**EXHIBIT A**

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES  
(REV. 8/00)**

**CHESTER COUNTY**

Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
(610) 375-7866 FAX (215) 375-7830

HACE  
167 W. Allegheny Avenue, 2<sup>nd</sup> Fl.  
Philadelphia, PA 19140  
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.  
439 East King Street  
Lancaster, PA 17602  
(717) 397-5182 or (800) 788-5602 (H.O. only)  
FAX (717) 399-4127

American Red Cross of Chester  
1729 Edgemont Avenue  
Chester, PA 19013  
(610) 874-1484

**American Credit Counseling Institute**

845 Coates Street  
Coatesville, PA 19320  
(888) 212-6741

144 E. Dekalb Pike  
King Of Prussia, PA 19406  
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency  
5001 North Broad Street  
Philadelphia, PA 19141  
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley  
1515 Market Street, Suite 1325  
Philadelphia, PA 19107  
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.  
P.O. Box 244  
Kennett Square, PA 19348  
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.  
100 North 17<sup>th</sup> Street, Suite 600  
Philadelphia, PA 19103  
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley (Marshall Bldg.)  
790 E. Market St., Suite 215  
West Chester, PA 19382  
(215) 563-5665

755 York Rd., Suite 103  
Warminster, PA 18974  
(215) 444-9429 FAX (215) 956-6344

**CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
(412) 282-7812

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556 FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100 FAX (814) 944-5747

**CLEARFIELD COUNTY**

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA  
1631 South Atherton St, Suite 100  
State College, PA 16801  
(814) 238-3668 FAX (814) 238-3669

ALL that certain piece or parcel of land situate in the Borough of Irvona, the County of Clearfield, and the State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe along Dorsey Street and at the Southwest corner of parcel #1; thence South Thirty-four degrees Thirty minutes West ( $S 34^{\circ} 30' W$ ) along Dorsey Street Seventy (70.00') feet to an iron pipe; thence North Fifty-five degrees Thirty minutes West ( $N 55^{\circ} 30' W$ ) along land now or formerly of Thomas Morrison One Hundred Fifty (150.00') feet to an iron pipe; thence North Thirty-four degrees Thirty minutes East ( $N 34^{\circ} 30' E$ ) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East ( $S 55^{\circ} 30' E$ ) along Parcel #1, One Hundred Fifty (150.00') feet to an iron pipe and place of beginning. BEING Parcel #2 on attached drawing.

**PREMISES: DORSEY AND JULIA STREETS, BOX 174**

**VERIFICATION**

FRANK FEDERMAN, ESQUIRE hereby states that he is 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 he is authorized to make this verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel. 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.

Frank Federman

DATE: 11/21/00

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON AVENUE  
EL DORADO, AR 71730

TERM

NO. CO 1479 CO

CLEARFIELD COUNTY

Plaintiff

v.

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER  
DORSEY AND JULIA STREETS,  
BOX 174  
IRVONA, PA

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

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.

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

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

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

**NOV 27 2000**

Attest.

*William L. Shaw*  
Prothonotary



1. Plaintiff is

FIRST FINANCIAL BANK  
214 NORTH WASHINGTON AVENUE  
EL DORADO, AR 71730

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

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER  
DORSEY AND JULIA STREETS, BOX 174  
IRVONA, PA

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

3. On 12/15/94 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to COMMONWEALTH STATE BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1650, Page 40. By Assignment of Mortgage recorded /19/99 the mortgage was assigned to PLAINTIFF which Assignment is recorded in instrument # 19991907.
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 5/15/00 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. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$19,052.16
Interest	717.24
4/15/00 through 9/1/00 (Per Diem \$5.16)	.
Attorney's Fees	1,000.00
Cumulative Late Charges	50.84
12/15/94 to 9/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$21,370.24
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	\$21,370.24

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A": or
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 21,370.24, together with interest from 9/1/00 at the rate of \$5.16 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.

/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: October 12, 2000

TO:

Tommy L. Witherow  
Dorsey & Julia Streets, Box 174  
Irvona, PA 16656

Tracy Jo Semelsberger  
Dorsey & Julia Streets, Box 174  
Irvona, PA 16656

Tommy L. Witherow  
PO Box 6  
Irvona, PA 16656

Tracy Jo Semelsberger  
PO Box 6  
Irvona, PA 16656

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The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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EXHIBIT A

LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL  
PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.  
STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Tommy L. Witherow and Tracy Jo Semelsberger  
PROPERTY ADDRESS: Dorsey & Julia Sts., Box 174-Irvona, PA 16656  
LOAN ACCT. NO.: 307580  
ORIGINAL LENDER: Commonwealth State Bank  
CURRENT LENDER/SERVICER: First Financial Bank

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME**  
**FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing

**EXHIBIT A**

Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **Dorsey & Julia Sts., Box 174-Irvona, PA 16656** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: **5/15/00 thru 9/15/00** at **\$260.61** per month.

Monthly Payments Plus Late Charges Accrued	\$1,366.60
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
<b>Total amount to cure default</b>	<b>\$1,366.60</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,366.60**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, L.L.P., 2 Penn Center Plaza, Suite 900, Philadelphia, PA 19102, Attention: Payoff/Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to

**EXHIBIT A**

cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:** **FEDERMAN AND PHELAN, L.L.P.**  
2 Penn Center Plaza, Suite 900  
Philadelphia, PA 19102  
Tel:(215) 563-7000  
Attention: Phyllis Levin, Payoff/Reinstatement Dept.

**EFFECT OF SHERIFF'S SALE**-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE**-You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN, L.L.P.  
Account No.: 307580

Attn: Kathy Kennedy

Mailed by 1<sup>st</sup> Class mail /Certificate of Mailing and Certified Mail No: 7000 0600 0026 8244  
1051,1044,1037,1020

**EXHIBIT A**

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES  
(REV. 8/00)**

**CHESTER COUNTY**

Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 763-1221 FAX (215) 765-1427

Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
(610) 375-7866 FAX (215) 375-7830

HACE  
167 W. Allegheny Avenue, 2<sup>nd</sup> Fl.  
Philadelphia, PA 19140  
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.  
439 East King Street  
Lancaster, PA 17602  
(717) 397-5182 or (800) 788-5602 (H.O. only)  
FAX (717) 399-4127

American Red Cross of Chester  
1729 Edgemont Avenue  
Chester, PA 19013  
(610) 874-1484

**American Credit Counseling Institute**

845 Coates Street  
Coatesville, PA 19320  
(888) 212-6741

144 E. Dekalb Pike  
King Of Prussia, PA 19406  
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency  
5001 North Broad Street  
Philadelphia, PA 19141  
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley  
1515 Market Street, Suite 1325  
Philadelphia, PA 19107  
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.  
P.O. Box 244  
Kennett Square, PA 19348  
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.  
100 North 17<sup>th</sup> Street, Suite 600  
Philadelphia, PA 19103  
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley (Marshall Bldg.)  
790 E. Market St., Suite 215  
West Chester, PA 19382  
(215) 563-5665

755 York Rd., Suite 103  
Warminster, PA 18974  
(215) 444-9429 FAX (215) 956-6344

**CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
(412) 282-7812

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556 FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100 FAX (814) 944-5747

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA  
1631 South Atherton St. Suite 100  
State College, PA 16801  
(814) 238-3668 FAX (814) 238-3669

ALL that certain piece or parcel of land situate in the Borough of Irvona, the County of Clearfield, and the State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe along Dorsey Street and at the Southwest corner of parcel #1; thence South Thirty-four degrees Thirty minutes West ( $S 34^{\circ} 30' W$ ) along Dorsey Street Seventy (70.00') feet to an iron pipe; thence North Fifty-five degrees Thirty minutes West ( $N 55^{\circ} 30' W$ ) along land now or formerly of Thomas Morrison One Hundred Fifty (150.00') feet to an iron pipe; thence North Thirty-four degrees Thirty minutes East ( $N 34^{\circ} 30' E$ ) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East ( $S 55^{\circ} 30' E$ ) along Parcel #1, One Hundred Fifty (150.00') feet to an iron pipe and place of beginning. BEING Parcel #2 on attached drawing.

**PREMISES: DORSEY AND JULIA STREETS, BOX 174**



VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is 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 he is authorized to make this verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel. 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.

Frank Federman

DATE: 11/21/00

FEDERMAN AND PHELAN, L.L.P.  
By: FRANK FEDERMAN, ESQUIRE  
Atty. I.D. No. 12248  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd.  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

---

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

First Financial Bank  
214 North Washington Lane  
El Dorado, AR 71730

v.

NO: 00-1479-CO

Tommy L. Witherow  
Tracy Jo Semelsberger  
Box 174  
Irvona, PA 16656


CLEARFIELD COUNTY

**PRAECIPE FOR SUBSTITUTION OF LEGAL DESCRIPTION**

TO THE PROTHONOTARY:

Kindly, substitute the attached legal description for the one originally  
filed with the Complaint in the above-captioned matter.

Kindly change the information on the docket.

By:   
Frank Federman  
Attorney for Plaintiff

Dated: January 2, 2001

CC: Tommy L. Witherow  
Tracy Jo Semelsberger  
Loan # 307580

**FILED**

JAN 05 2001

William A. Shaw  
Prothonotary

### DESCRIPTION

#### PREMISES "A"

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Irvona, the County of Clearfield, and the State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along Dorsey Street and at the Southwest corner of Parcel #1; thence South Thirty-four degrees Thirty minutes West ( $S 34^{\circ} 30' W$ ) along Dorsey Street Seventy (70.00) feet to an iron pipe; thence North fifty-five degrees Thirty minutes West ( $N 55^{\circ} 30' W$ ) along land now or formerly of Thomas Morrison One Hundred Fifty (150.00') feet to an iron pipe; thence North Thirty-four degrees Thirty minutes East ( $N 34^{\circ} 30' E$ ) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East ( $S 55^{\circ} 30' E$ ) along Parcel #1 One Hundred Fifty (150.00') feet to an iron pipe and place of beginning.

BEING Parcel #2 on attached drawing.

#### PREMISES "B"

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the Northwest corner of Dorsey Street (Route 53) and Julia Street; thence North Fifty-five degrees Thirty minutes West ( $N 55^{\circ} 30' W$ ) along Julia Street One Hundred Fifty-feet (150') to an iron pin; thence South Thirty-four degrees Thirty minutes West ( $S 34^{\circ} 30' W$ ) One Hundred Thirty feet (130') along an alley to an iron pin; thence South Fifty-five degrees Thirty

minutes East ( $S 55^{\circ} 30' E$ ) One Hundred Fifty feet (150') along line of land now or formerly of William Dubler to an iron pin; thence North Thirty-four Degrees Thirty minutes East ( $N 34^{\circ} 30' E$ ) One Hundred Thirty feet (130') along Dorsey Street (Route 53) to an iron pin and place of beginning .

BEING part of Lot 64 and all of Lots 65 and 66 in the general plan of lots of the Borough of Irvona.

Being known as:  
Dorsey and Julia  
Streets,  
Box 174  
Irvona, PA 16656

FILED

JAN 05 2001

11/21/2000

William A. Shaw

Prothonotary

6/25

**FILED**

MAR 01 2001

m12.35

William A. Shaw

Prothonotary

(K29)

FEDERMAN AND PHELAN  
BY: Michele M. Bradford, Esq.  
Atty. I.D. #69849  
Ste. 1400/One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1814  
215) 563-7000

ATTORNEY FOR PLAINTIFF

FIRST FINANCIAL BANK

COURT OF COMMON PLEAS

Vs.

CIVIL DIVISION

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER

CLEARFIELD COUNTY

NO. 00-1479-CD

**CERTIFICATION OF SERVICE**

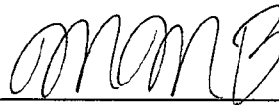
I, Michele M. Bradford, Esquire, herby certify that a copy of the Motion for Service Pursuant to Special Order of Court has been sent to the individual(s) as indicated below by first class mail, postage prepaid, on the date listed below.

TOMMY L. WITHEROW and TRACY JO SEMELSBERGER at:

DORSEY AND JULIA STREETS, BOX 174  
IRVONA, PA 16656

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: February 26, 2001



Michele M. Bradford, Esquire  
Attorney for Plaintiff

**FILED**

MAR 01 2001

William A. Shaw  
Prothonotary

FILED

MAR 01 2001

m) 2135 / no cc  
William A. Shaw  
Prothonotary  
8/25

FEDERMAN AND PHELAN  
BY: Michele M. Bradford, Esq.  
Atty. I.D. #69849  
Ste. 1400/One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

FIRST FINANCIAL BANK

vs.

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER

:  
:  
:  
:  
:  
:

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 00-1479-CD

**ORDER**

AND NOW, this 5<sup>th</sup> day of March, 2000, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court and the Affidavit of Reasonable Investigation attached thereto, it is hereby **ORDERED** that Plaintiff may obtain service of the Complaint on the above captioned Defendant(s), **TOMMY L. WITHEROW** and **TRACY JO SEMELSBERGER**, by mailing a true and correct copy of the Complaint by certified mail and regular mail to the Defendant's last known address, and to the mortgaged premises located at **DORSEY AND JULIA STREETS, BOX 174, IRVONA, PA 16656**.

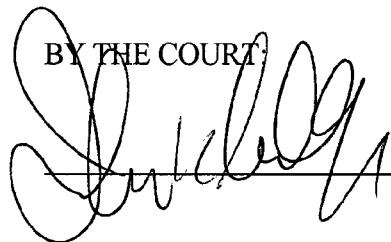
Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file with the Prothonotary's Office an Affidavit as to the mailing.

**FILED**

MAR 05 2001

William A. Shaw  
Prothonotary

BY THE COURT



J.



FILED

MAR 05 2001

m11321166 atty Bradford  
William A. Shaw  
Prothonotary

*ES*

FEDERMAN AND PHELAN  
BY: Michele M. Bradford, Esq.  
Atty. I.D. #69849  
Ste. 1400/One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

FIRST FINANCIAL BANK	:	COURT OF COMMON PLEAS
	:	
	:	CIVIL DIVISION
vs.	:	
	:	CLEARFIELD COUNTY
TOMMY L. WITHEROW	:	
TRACY JO SEMELSBERGER	:	NO. 00-1479-CD

**FILED**

MAR 01 2001

William A. Shaw  
Prothonotary

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

**MOTION FOR SERVICE PURSUANT TO  
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Michele M. Bradford, Esquire, moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant(s) by Certified mail and regular mail to the Defendant's last known address and mortgaged premises located at DORSEY AND JULIA STREETS, BOX 174, IRVONA, PA 16656 and in support thereof avers the following:

1. Attempts to serve Defendant(s) with the Complaint have been unsuccessful, as indicated by the Sheriff's Return of Service attached hereto as Exhibit "A".
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant(s). An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "B".

3. Plaintiff submits that it has made a good faith effort to locate the defendants, but has been unable to do so.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail.

A handwritten signature in black ink, appearing to read 'MMB', is written over a horizontal line.

Michele M. Bradford, Esquire

FEDERMAN AND PHELAN  
BY: Michele M. Bradford, Esq.  
Atty. I.D. #69849  
Ste. 1400/One Penn Center Plaza at Suburban Station  
Philadelphia, PA 19103-1814  
(215) 563-7000

FIRST FINANCIAL BANK

vs.

TOMMY L. WITHEROW  
TRACY JO SEMELSBERGER

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 00-1479-CD

**MEMORANDUM OF LAW**

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant(s) and the reasons why service cannot be made.

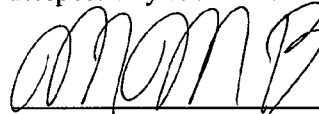
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. *Gonzales vs. Polis*, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." *Adoption of Walker*, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "B".

**WHEREFORE**, Plaintiff respectfully requests service of the Complaint by certified mail and regular mail.

Respectfully submitted:



Michele M. Bradford, Esquire

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10440

FIRST FINANCIAL BANK

00-1479-CD

VS.

WITHEROW, TOMMY L. and TRACY JO SEMELSBERGER

COMPLAINT IN MORTGAGE FORECLOSURE

COPY

**SHERIFF RETURNS**

NOW DECEMBER 18, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE "NOT SERVED" AT DIRECTION OF ATTORNEY.

EXHIBIT A

**Return Costs**

Cost	Description
------	-------------

19.33	SHF. HAWKINS PAID BY: ATTY.
-------	-----------------------------

20.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

EXHIBIT A

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2000

So Answers,



**Chester A. Hawkins**  
Sheriff

**EKL DATA, INC.**  
**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

Loan Number:

**EXHIBIT "B"**

File Number:

Attorney Firm: **Federman & Phelan**

Subject: **Tommy L. Witherow**  
**Tracy Jo Semelsberger**

Property Address: **Dorsey and Julia Streets P. O. Box 174**  
**Irvona, PA 16656**

Last Known Address: **P. O. Box 6**  
**Irvona, PA 16656**

Current Address: **P. O. Box 6**  
**Irvona, PA 16656**

Last Known Number:

**EXHIBIT "B"**  
George H. Lewis, III, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of researcher for EKL DATA, INC.
2. On February 20, 2001, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

**I. Credit Information**

- A. Social Security Number
  1. **Tommy L. Witherow: 210-52-0138**
  2. **Tracy Jo Semelsberger: 191-66-6082**
- B. Employment Search:  
**Could not locate any employment information for the above named subjects at this time.**
- C. Inquiry of Creditors:  
**The creditors indicated that Tommy L. Witherow and Tracy Jo Semelsberger both reside at P. O. Box 6, Irvona, PA 16656.**

**II. Inquiry of Telephone Company**

- A. Directory Assistance Search:  
**The Telephone Company has no listing for the above named subject with an address of P. O. Box 6, Irvona, PA 16656.**

**III. Inquiry of Neighbors**

**Could not locate any neighbors for the above named subject at this time.**

**IV. Inquiry of Post Office**

- A. National Address Update:  
**As of February 20, 2001 the National Change of Address has no forwarding record for Tommy L. Witherow and Tracy Jo Semelsberger listed at P. O. Box 6, Irvona, PA 16656.**

**V. Inquiry of DMV**

**The Pennsylvania Department of Motor Vehicles has Tommy L. Witherow and Tracy Jo Semelsberger listed at P. O. Box 6, Irvona, PA 16656.**

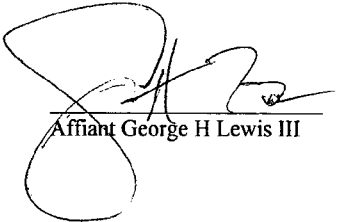
**EKL DATA, INC.**  
**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

**EXHIBIT "B"**

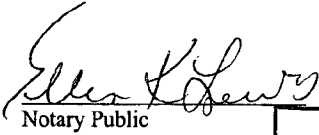
VI. Other Inquiries

- A. Death Records:  
As of February 20, 2001 the Social Security Death Index has no death record on file for Tommy L. Witherow under his social security number nor is there a record for Tracy Jo Semelsberger under her social security number.
- B. Public Licenses  
None found
- C. County Voter Registration:  
The county does not have Tommy L. Witherow or Tracy Jo Semelsberger listed as registered voters with an address of P. O. Box 6, Irvona, PA 16656.
- D. A.K.A.:  
Tracy Jo Witherow
- E. D.O.B.:  
Tommy L. Witherow: 04-12-72  
Tracy Jo Semelsberger: 01-71
- F. Miscellaneous Information  
None

**EXHIBIT "B"**

  
Affiant George H Lewis III

Subscribed and sworn before me on February 20, 2001.

  
Notary Public

Notarial Seal Ellen K. Lewis, Notary Public Lower Merion Twp., Montgomery County My Commission Expires Feb. 24, 2003
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**VERIFICATION**

**Michele M. Bradford, Esquire**, hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to take this Affidavit, and that the statements made in the foregoing **MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT** are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Date: February 26, 2001

A handwritten signature in cursive script, appearing to read 'MMB', is written over a horizontal line.

Michele M. Bradford, Esquire





FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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ATTORNEY FOR PLAINTIFF

First Financial Bank  
Plaintiff

: Court of Common Pleas

: Civil Division

v.

: Clearfield County

Tommy L. Witherow  
Tracy Jo Semelsberger  
Defendant(s)

---

: No. 00-1479-CD

PRAECIPE

TO THE PROTHONOTARY:

Please mark the above referenced case Discontinued and Ended without prejudice.

Date:

3 22 01

Frank Federman (cf)  
Frank Federman/tl  
Attorney for Plaintiff

**FILED**

APR 03 2001

M/ 8:30 / CAG  
William A. Shaw  
Prothonotary

Disc. TO PLFF + C/A

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

**CIVIL DIVISION**

**First Financial Bank**

**Vs.**

**No. 2000-01479-CD**

**Tommy L. Witherow  
Tracy Jo Semelsberger**

**CERTIFICATE OF DISCONTINUATION**

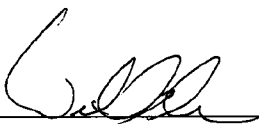
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 3, 2001 marked:

Discontinued and Ended without prejudice

Record costs in the sum of \$119.33 have been paid in full by Federman and Phelan.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of April A.D. 2001.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary