

00-1479-CD
FIRST FINANCIAL BANK -vs- TOMMY L. WITHERROW 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

v.

Plaintiff

TERM

00
NO. 1479-C

CLEARFIELD COUNTY

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

FILED

NOV 27 2000

Defendant(s)

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 SEMELSBURGER
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 1/19/99 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	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$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
- (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
Iriona, PA 16656

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

Tommy L. Witherow
PO Box 6
Iriona, PA 16656

Tracy Jo Semelsberger
PO Box 6
Iriona, 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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA

EXHIBITA

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

EXHIBITA

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):	<u>\$0.00</u>
Total amount to cure default	\$1,366.60

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

EXHIBITA

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.

Attn: Kathy Kennedy

Account No.: 307580

Mailed by 1st 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, 2nd 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

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

American Credit Counseling Institute

144 E. Dekaib 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 17th 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
Warrminster, 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° 30' W) along Dorsey Street Seventy (70.00') feet to an iron pipe; thence North Fifty-five degrees Thirty minutes West (N 55° 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° 30' E) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East (S 55° 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

NOV 27 2000
John A. Shaw
William A. Shaw
Prothonotary

Federman

pd \$80.00

cc Sheriff

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	SHE. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

25 Day Of Dec 2000
Bill

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

So Answers,

*Chester Hawkins
by Marilyn Hamer*
Chester A. Hawkins
Sheriff

FILED

DEC 20 2000

William A. Shaw
Prothonotary
E.G.S.

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION

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

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

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

NOV 27 2000

Attest:

William L. Phe
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 1/19/99 the mortgage was assigned to PLAINTIFF which Assignment is recorded in instrument # 19991907.
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(Per Diem \$5.16)	
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Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$21,370.24

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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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA

EXHIBITA

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
Total amount to cure default	\$1,366.60

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.

Attn: Kathy Kennedy

Account No.: 307580

Mailed by 1st 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, 2nd 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

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

American Credit Counseling Institute

144 E. Dekalb Pike
King Of Prussia, PA 19405
(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 17th 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° 30' W) along Dorsey Street Seventy (70.00') feet to an iron pipe; thence North Fifty-five degrees Thirty minutes West (N 55° 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° 30' E) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East (S 55° 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

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

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 00-1479-CO

CLEARFIELD COUNTY

TOMMY L. WITHEROW
TRACY JO SEMELSBURGER
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. Stover
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>
TOTAL	\$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
- (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

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Irvona, PA 16656

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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.

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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.

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PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.
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- 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.**

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Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
Total amount to cure default	\$1,366.60

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

EXHIBITA

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.

Attn: Kathy Kennedy

Account No.: 307580

Mailed by 1st 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, 2nd 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) 374-1484

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

American Credit Counseling Institute

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) 563-3665 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 17th 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° 30' W) along Dorsey Street Seventy (70.00') feet to an iron pipe; thence North Fifty-five degrees Thirty minutes West (N 55° 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° 30' E) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East (S 55° 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° 30' W) along Dorsey Street Seventy (70.00) feet to an iron pipe; thence North fifty-five degrees Thirty minutes West (N 55° 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° 30' E) along an alley Seventy (70.00') feet to an iron pipe; thence South Fifty-five degrees Thirty minutes East (S 55° 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 Irvonia, 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° 30' W) along Julia Street One Hundred Fifty-feet (150') to an iron pin; thence South Thirty-four degrees Thirty minutes West (S 34° 30' W) One Hundred Thirty feet (130') along an alley to an iron pin; thence South Fifty-five degrees Thirty minutes East (S 55° 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° 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
1/2/00
William A. Shaw
Prothonotary
cc
EAS

FILED

MAR 01 2001
M 12:35
William A. Shaw
Prothonotary

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

CERTIFICATION OF SERVICE

I, Michele M. Bradford, Esquire, hereby 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
1035 | no cc
William A. Shaw
Prothonotary
gkcs

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

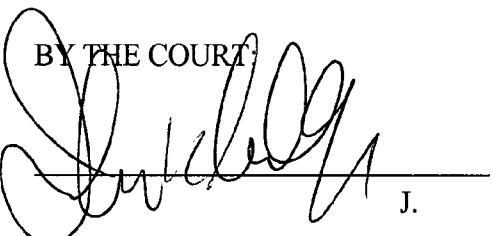
ATTORNEY FOR PLAINTIFF

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

ORDER

AND NOW, this 5th 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.

BY THE COURT

J.

FILED

MAR 05 2001

William A. Shaw
Prothonotary

FILED

MAR 05 2001
11:32 AM
William A. Shaw
Prothonotary
GCG

Matthew
Bradford

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

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.



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.

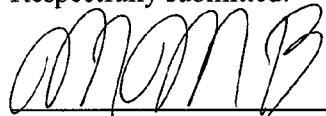
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. *Gonzales vs. Polis*, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith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

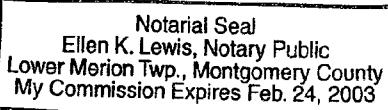
None

EXHIBIT "B"

Affiant George H Lewis III

Subscribed and sworn before me on February 20, 2001.

Ellen K. Lewis
Notary Public



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



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

ATTORNEY FOR PLAINTIFF

First Financial Bank	:	Court of Common Pleas
Plaintiff	:	Civil Division
v.	:	Clearfield County
Tommy L. Witherow	:	No. 00-1479-CD
Tracy Jo Semelsberger	:	
Defendant(s)	:	

PRAECIPE

TO THE PROTHONOTARY:

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

Date: 3/22/01

Frank Federman (4)
Frank Federman/tl
Attorney for Plaintiff

FILED

APR 03 2001
m/ 8:30 AM
William A. Shaw
Prothonotary

DISC. TO PLFF & C/LA

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