

01-167(-CD)

FORD CONSUMER DISCOUNT COMPANY -vs- MARY M. BIESECKER

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

FORD CONSUMER DISCOUNT COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 01-1477-CO

MARY M. BIESECKER  
P.O. BOX 56 COOPER AVENUE  
GRASSFLAT, PA 16839

CLEARFIELD COUNTY

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.

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

Loan #: 033753860342149

**FILED**

OCT 10 2001

William A. Shaw  
Prothonotary

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

FORD CONSUMER DISCOUNT COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

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

MARY M. BIESECKER  
P.O. BOX 56 COOPER AVENUE  
GRASSFLAT, PA 16839

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

3. On 3/1/95 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1662, Page 192.
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 6/6/01 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	\$15,605.63
Interest	911.68
5/6/01 through 10/6/01	
(Per Diem \$5.92)	
Attorney's Fees	800.00
Cumulative Late Charges	0.00
3/1/95 to 10/6/01	
Cost of Suit and Title Search	550.00
Subtotal	\$17,867.31
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$17,867.31</b>

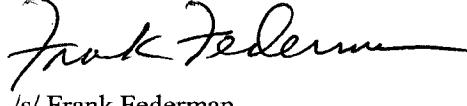
7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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 \$17,867.31, together with interest from 10/6/01 at the rate of \$5.92 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: August 31, 2001

TO: Mary M. Biesecker  
PO Box 56 Cooper Avenue  
Grassflat, PA 16839

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 foreclosure.  
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 33 DAYS FROM 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, PUEDE 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 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): Mary M. Biesecker  
PROPERTY ADDRESS: PO Box 56 Cooper Avenue, Grassflat, PA 16839  
LOAN ACCT. NO.: 033753860342149  
ORIGINAL LENDER: Citifinancial Mortgage Company, Inc.  
CURRENT LENDER/SERVICER: Citifinancial Mortgage Company, Inc.

#### **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 three (33) 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 (33) 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 three(33) 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 three (33) 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 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: **PO Box 56 Cooper Avenue, Grassflat, PA 16839** 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: **6/6/01**thru **8/6/01** at **\$216.91** per month.

Monthly Payments Plus Late Charges Accrued	<b>\$650.73</b>
NSF:	<b>\$0.00</b>
Inspections:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
(Suspense):	<b>\$0.00</b>
<b>Total amount to cure default</b>	<b>\$650.73</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 THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$650.73**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (800) 423-8158 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Citifinancial Mortgage Company, Inc., 2533 Mount Holly Road, Burlington, NJ 08016. Attention: Collections Department.

You can cure any other default by taking the following action within THIRTY THREE (33) 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 THREE(33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure 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 to the lender, which may also include other reasonable

**EXHIBIT "A"**

costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to 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: Attorney Representing Lender:

Citifinancial Mortgage Company, Inc.

2533 Mount Holly Road

Burlington, NJ 08016

(800) 423-8158 Attention: Collections Department

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

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

Citifinancial Mortgage Company, Inc.

Cc: Citifinancial Mortgage Company, Inc.  
Attn: Collections Department

Account No.: 033753860342149

Mailed by 1<sup>st</sup> Class mail and by certified Mail No:

**Certified Article Number**

7160 3901 9844 5819 0623

**SENDERS RECORD**

**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

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 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) 465-2637 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 THOSE CERTAIN parcels, lots or tracts of land situate in the Village of West Clymer, Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows to-wit:

THE FIRST THEREOF: ALL those certain lots of land situate on the South side of Cooper Avenue in the Village of West Clymer, in the Township of Cooper in Clearfield County, Pennsylvania, designated on the Plat and survey of said tract as lots Nos. 385, and 386 on said Cooper avenue; reserving and excepting therefrom all coal and other minerals contained and embraced within the described premises, with the right to enter, mine and transport from, over and through the same all coal and other minerals that may be upon same, or upon any other lands; the said right, however, to be exercised in such a manner as not to disturb the enjoyment of the surface.

THE SECOND THEREOF: ALL those certain lots of land situate on the North side of New York Central right-of-way in the Village of West Clymer, in the Township of West Cooper, Clearfield County, Pennsylvania, designated on the plat and survey of said tract as Lots Nos. 421, 422 and 423 on said North side of New York Central right-of-way, reserving and excepting therefrom all coal and other minerals contained and embraced within the described premises, with the right to enter, mine and transport from, over and through the same all coal and other minerals that may be upon the same, or upon any other lands; the said right, however, to be exercised in such a manner as not to disturb the enjoyment of the surface.

THE THIRD THEREOF: ALL those certain lots of land situate on the South side of Cooper Avenue in the Village of West Clymer, Clearfield County, Pennsylvania, designated on the plat and survey of said tract of lots as Nos. 389, 390 and 391 on said Cooper Avenue.

THE FOURTH THEREOF: ALL those certain lots of land situate in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, designated on the plat and survey of said tract of lots as Nos. 392, 424, 426 and 427.

THE FIFTH THEREOF: Said Lot No. 425 being the same lot and part of the same premises which Lars Skogsberg, also known as Lewis Skogsberg, and Anna Skogsberg, his wife, previously conveyed unto Ruth Skogsberg and Ethel Skogsberg, their daughters; said Deed being recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 343, at Page 539. Said Lot No. 387 being the same lot and premises which C.B.C. corporation by its deed dated September 18th, 1902 conveyed unto the aforesaid Lars Skogsberg; said Deed being recorded in the Office of the Recorder of Deeds at Clearfield County, Pennsylvania, in Deed Book Volume 138, at page 279 thereof.

THIS CONVEYANCE is made under and subject to the covenant against the sale of intoxicating liquors upon said premises and the mineral reservation clauses and covenants contained in prior deeds of record.

UNDER AND SUBJECT, Nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances out and limitations as are contained in all prior deeds.

(PREMISES ON: P.O. BOX 56 COOPER AVENUE)

VERIFICATION

MICHAEL GRAHAM hereby states that he is ASSISTANT VICE PRESIDENT of CITIFINANCIAL MORTGAGE COMPANY, INC. mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Michael Graham

DATE: 10-6-01

10-6-01  
MICHAEL GRAHAM  
ASSISTANT VICE PRESIDENT  
CITIFINANCIAL MORTGAGE COMPANY, INC.  
MORTGAGE SERVICING AGENT  
FOR PLAINTIFF

10-25-01 Document  
Reissued/Reissued to Sheriff/Assessor  
for service.  
B. Prothonotary

FILED

Oct 10 2001  
M 11/13/01 Getty Eddumon  
William A. Shaw  
Prothonotary  
pd. \$80.00

lcc Shari

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

Attorney for Plaintiff

FORD CONSUMER DISCOUNT COMPANY : COURT OF COMMON PLEAS  
Plaintiff : CIVIL DIVISION  
vs.  
MARY M. BIESECKER : Clearfield County  
Defendants : No. 01-1677-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure  
with reference to the above captioned matter.

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: October 19, 2001

KMN, Svc Dept.

**FILED**

OCT 25 2001

William A. Shaw  
Prothonotary

# FILED

OCT 25 2001  
M1153 Etty Federman  
William A. Shaw  
Prothonotary

PD \$7.00

1 Comp. memo. to atty Federman

10-25-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

J. Kendrick  
Deputy Prothonotary

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

Sheriff Docket # 11633

FORD CONSUMER DISCOUNT COMPANY

01-1677-CD

VS.

BIESECKER, MARY M.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW OCTOBER 29, 2001, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY M. BIESECKER, DEFENDANT.**

**NOW NOVEMBER 14, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY M. BIESECKER, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.**

**NOW OCTOBER 29, 2001, LAWRENCE MICHAELS, SHERIFF OF BUCKS COUNTY WAS DEPUTIZED BY CHESTER A .HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY M. BIESECKER, DEFENDANT.**

**NOW NOEMBER 21, 2001 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY M. BIESECKER, DEFENDANT BY DEPUTIZING THE SHERIFF OF BUCKS COUNTY. THE RETURN OF SHERIFF MICHAELS IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND". INCOMPLETE ADDRESS.**

**FILED**

DEC 07 2001

6/1:30pm

William A. Shaw  
Prothonotary

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

**Sheriff Docket # 11633**

**FORD CONSUMER DISCOUNT COMPANY**

**01-1677-CD**

**VS.**

**BIESECKER, MARY M.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
-------------	--------------------

**38.34 SHFF. HAWKINS PAID BY: ATTY.**

**23.00 SHFF. NAU PAID BY: ATTY.**

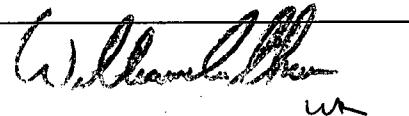
**48.00 SHFF. MICHAELS PAID BY; ATTY.**

**20.00 SURCHARGE PAID BY: ATTY.**

**129.34**

**Sworn to Before Me This**

**7 Day Of Dec. 2001**



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

**So Answers,**



Chester A. Hawkins  
Sheriff

# 11637

# SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

## SHERIFF SERVICE

## PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

Ford Consumer Discount Company

3. Defendant(s)

Mary M. Biesecker (Petro)

SERVE

→  
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold.

Mary M. Petro

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

7. Indicate unusual service:  Reg Mail  Certified Mail  Deputize  Post  Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of

County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_ Sheriff of Centre County

## 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

## SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSO Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

## TO BE COMPLETED BY SHERIFF

16. Served and made known to MARY Petro, on the 14 day of NOV.,  
20 01, at 11:06 o'clock, A m., at Room 101 Courthouse Bellefonte PA, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_

Adult in charge of Defendant's residence.

Manager/Clerk of place of lodging in which Defendant(s) resides(s).

Agent or person in charge of Defendant's office or usual place of business.

\_\_\_\_\_ and officer of said Defendant company.

Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>0</u>	<u>2.50</u>	<u>0</u>	<u>.50</u>	<u>2.00</u>	<u>23.00</u>	<u>\$ 52.00</u>

17. AFFIRMED and subscribed to before me this 16

So Answer.

20. day of

Nov. 2001

18. Signature of Dep. Sheriff

19. Date

23.

Debra C. Inman

Carenne Peters

11/14/01

Notary Public

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

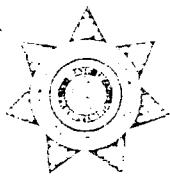
Amount Pd. Page

My Commission Expires

PROTHONOTARY

THIS COMMISSION EXPIRES 12/31/2001 RETURN SIGNATURE  
OF AUTHORIZED AUTHORITY AND TITLE.  
IN 2004

25. Date Received



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

#1958  
OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

FORD CONSUMER DISCOUNT COMPANY

TERM & NO. 01-1677-CD

VS

MARY M. BIESECKER

**SERVE BY:** 11/24/01

or

**HEARING DATE:**

**DOCUMENT TO BE SERVED:**

COMPLAINT IN MORTGAGE FORECLOSURE

**MAKE REFUND PAYABLE TO:** FEDERMAN & PHELAN, Attorneys

**SERVE:** MARY M. BIESECKER

**ADDRESS:** Centre Crest, 502 E. Howard ST., Bellefonte, Pa. 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF of CENTRE County Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 29th day of OCTOBER 2001.

Respectfully,

CHESTER A. HAWKINS  
SHERIFF OF CLEARFIELD COUNTY

1833 AA  
75.00

SH0201  
DATE: 11/27/2001  
TIME: 17:32

SHERIFFS OFFICE - LAWRENCE R. MICHAELS, SHERIFF  
ADMINISTRATION BUILDING  
DOYLESTOWN, PA 18901

11633

BUCKS MISC DOCKET # 2001 32961 LOCATION: OUT OF COUNTY CLASS: ASSUMPSIT

\*\*\*\*\* SHERIFF'S RETURN OF SERVICE \*\*\*\*\*

SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
MARKET ST  
CLEARFIELD PA 16830  
ATTN:FRANK FEDERMAN, ESQ.

--  
PLAINTIFF DEFENDANT  
FORD CONSUMER DISCOUNT CO. VS. BIESECKER MARY M.  
3220 TILMAN DRIVE  
BENSALEM, PA 19020

10102001 COMPLAINT - CIVIL ACTION RECEIVED FROM CLEARFIELD COUNTY SHERIFF'S JON  
ATT: FRANK FEDERMAN, ESQ.  
11012001 RECEIVED IN SHERIFF'S OFFICE FOR SERVICE. TRANSACTION #01-1-14284 JON  
AMOUNT PAID \$48.00.  
11212001 SHERIFF'S RETURN, UNDER OATH, NOT FOUND BY DEPUTY SANTOS AS TO JON  
DEFENDANT MARY M. BIESECKER. DEPUTY ADVISED THAT THE ADDRESS IS  
INCOMPLETE. DEPUTY NEEDS BETTER ADDRESS.  
11262001 INVOICE MAILED TO CLEARFIELD COUNTY SHERIFF'S JON  
ATT: FRANK FEDERMAN, ESQ. TRANSACTION #01-1-14284

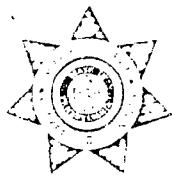
END OF CASE

ENTITY : VENDOR : Sheriff, of Bucks County [SBUCK]  
FAP

CHECK DATE : 10/19/2001  
CHECK NO. : 161134

DOC NO	APPLY TO	DATE	INVOICE	APPLY TO INVOICE	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
161134 149493	MARY, D	10/19/01	0337538603		48.00	0.00	48.00
							48.00

FEDERMAN & PHELAN  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1014



# Sheriff's Office Clearfield County

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

FORD CONSUMER DISCOUNT COMPANY

TERM & NO. 01-1677-CD

VS

MARY M. BIESECKER

**SERVE BY:** 11/24/01

or

**HEARING DATE:**

**DOCUMENT TO BE SERVED:**  
COMPLAINT IN MORTGAGE FORECLOSURE

**MAKE REFUND PAYABLE TO:** FEDERMAN & PHELAN, Attorneys

**SERVE:** MARY M. BIESECKER

**ADDRESS:** 3220 TILMAN DRIVE, BENSALEM, PA. 19020

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF of BUCKS County Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 29th day of OCTOBER 2001.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

11/13

OC

# BUCKS COUNTY, of / SHERIFF'S RETURN

Filed 10/10/01 in Clearfield  
Bucks Case # 00-00001 Recd 11/1/01

Special Instructions \_\_\_\_\_  
Please serve by 11/24/01

Action CIVIL - MORTGAGE FORECLOSURE  
Plaintiff Ford Consumer Discount Company  
vs  
Defendant Mary M. Biesecker  
3220 Tilman Drive  
Bensalem, PA 19020

INCOMPLETE ADDRESS  
Address Served if Different \_\_\_\_\_

Served under Pa.R.C.P. #402  
 (A) (i) Defendant personally served  
 (A) (2) (i) Family Member  
 (A) (2) (i) Adult in Charge of Residence  
 (A) (2) (ii) Manager/Clerk at Defts. Lodging  
 (A) (2) (iii) Person in Charge of Business

By Handing to \_\_\_\_\_

By Posting  
Not Served  
 30 Days Ran Out  Defendant Not Home  
 Defendant Moved  Address Vacant  
 Def. Unknown  Dep. Needs Better Add.  
 Checked Post Office  No Forwarding  
 Forwarding Address INCOMPLETE ADDRESS

Twp/Boro Bensalem PA

By Deputy RLR

Witness 840 o'clock AM on 11/21/01  
At 840 o'clock AM on 11/21/01  
The above document was served not served on the  
defendant as per information listed above in the County  
of Bucks, Commonwealth of Pennsylvania. 11/21/01  
So answers: Lawrence R. Michaels 1007

Lawrence R. Michaels, Sheriff of Bucks County  
Affirmed and subscribed before me on this day

Prothonotary 10/16/01  
Affirmed and subscribed before me on this day 11/17/01

Notary Public  
My Com. Exp. \_\_\_\_\_

Bucks County Case # 04C0001

Invoice to be mailed to  
\_\_\_\_\_Clearfield\_\_\_\_ County Sheriff's Office  
Attn. of Frank Federman, Esq.

or

DUPLICATE RECEIPT  
RECEIPT # 2001 1 14284  
TRANSACTION # SM 2001 32961  
FOR F FEDELMAN  
11/01/2001 15:26 P-11/02/2001  
PC #0161134 48.00  
TOTAL PAID 48.00  
TOTAL COST 48.00  
CHANGE 0.00  
THANK YOU  
AMM

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

FORD CONSUMER DISCOUNT COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

COURT OF COMMON PLEAS  
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 01-1677-CO

CLEARFIELD COUNTY

MARY M. BIESECKER  
P.O. BOX 56 COOPER AVENUE  
GRASSFLAT, PA 16839

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.

FILED

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

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

Loan #: 033753860342149

10/25/01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

J. Kendzel  
Deputy Prothonotary

OCT 10 2001

11:11:30 AM

A. Shaw

Prothonotary

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

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

FORD CONSUMER DISCOUNT COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM

Plaintiff

v.

NO.

CLEARFIELD COUNTY

MARY M. BIESECKER  
P.O. BOX 56 COOPER AVENUE  
GRASSFLAT, PA 16839

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

Loan #: 033753860342149

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

FORD CONSUMER DISCOUNT COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

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

MARY M. BIESECKER  
P.O. BOX 56 COOPER AVENUE  
GRASSFLAT, PA 16839

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

3. On 3/1/95 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1662, Page 192.
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 6/6/01 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	\$15,605.63
Interest	911.68
5/6/01 through 10/6/01	
(Per Diem \$5.92)	
Attorney's Fees	800.00
Cumulative Late Charges	0.00
3/1/95 to 10/6/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$17,867.31
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$17,867.31</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 \$17,867.31, together with interest from 10/6/01 at the rate of \$5.92 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: August 31, 2001

TO: Mary M. Biesecker  
PO Box 56 Cooper Avenue  
Grassflat, PA 16839

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 foreclosure. 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 33 DAYS FROM 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. PUEDE 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 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): Mary M. Biesecker  
PROPERTY ADDRESS: PO Box 56 Cooper Avenue, Grassflat, PA 16839  
LOAN ACCT. NO.: 033753860342149  
ORIGINAL LENDER: Citifinancial Mortgage Company, Inc.  
CURRENT LENDER/SERVICER: Citifinancial Mortgage Company, Inc.

### **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 three (33) 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 (33) 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 three (33) 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 three (33) 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 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: **PO Box 56 Cooper Avenue, Grassflat, PA 16839** 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: **6/6/01**thru **8/6/01** at **\$216.91** per month.

Monthly Payments Plus Late Charges Accrued	<b>\$650.73</b>
NSF:	<b>\$0.00</b>
Inspections:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
(Suspense):	<b>\$0.00</b>
<b>Total amount to cure default</b>	<b>\$650.73</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 THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$650.73**. PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (800) 423-8158 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Citifinancial Mortgage Company, Inc., 2533 Mount Holly Road, Burlington, NJ 08016. Attention: Collections Department.

You can cure any other default by taking the following action within THIRTY THREE (33) 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 THREE(33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure 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 to the lender, which may also include other reasonable

**EXHIBIT "A"**

costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) DAY period and foreclosure proceedings have begun. you still have the right to 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: Attorney Representing Lender:  
Citifinancial Mortgage Company, Inc.  
2533 Mount Holly Road  
Burlington, NJ 08016  
(800) 423-8158 Attention: Collections Department

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

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

Citifinancial Mortgage Company, Inc.

Cc: Citifinancial Mortgage Company, Inc.  
Attn: Collections Department

Account No.: 033753860342149

Mailed by 1<sup>st</sup> Class mail and by certified Mail No:

**Certified Article Number**

7160 3901 9844 5819 0623

**SENDERS RECORD**

**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

Taber 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 19406  
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency  
5001 North Broad Street  
Philadelphia, PA 19141  
(215) 324-7500 FAX (215) 324-3755

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) 956-6244

**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 THOSE CERTAIN parcels, lots or tracts of land situate in the Village of West Clymer, Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows to-wit:

THE FIRST THEREOF: ALL those certain lots of land situate on the South side of Cooper Avenue in the Village of West Clymer, in the Township of Cooper in Clearfield County, Pennsylvania, designated on the Plat and survey of said tract as lots Nos. 385, and 386 on said Cooper avenue; reserving and excepting therefrom all coal and other minerals contained and embraced within the described premises, with the right to enter, mine and transport from, over and through the same all coal and other minerals that may be upon same, or upon any other lands; the said right, however, to be exercised in such a manner as not to disturb the enjoyment of the surface.

THE SECOND THEREOF: ALL those certain lots of land situate on the North side of New York Central right-of-way in the Village of West Clymer, in the Township of West Cooper, Clearfield County, Pennsylvania, designated on the plat and survey of said tract as lots Nos. 421, 422 and 423 on said North side of New York Central right-of-way, reserving and excepting therefrom all coal and other minerals contained and embraced within the described premises, with the right to enter, mine and transport from, over and through the same all coal and other minerals that may be upon the same, or upon any other lands; the said right, however, to be exercised in such a manner as not to disturb the enjoyment of the surface.

THE THIRD THEREOF: ALL those certain lots of land situate on the South side of Cooper Avenue in the Village of West Clymer, Clearfield County, Pennsylvania, designated on the plat and survey of said tract of lots as Nos. 389, 390 and 391 on said Cooper Avenue.

THE FOURTH THEREOF: ALL those certain lots of land situate in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, designated on the plat and survey of said tract of lots as Nos. 392, 424, 426 and 427.

THE FIFTH THEREOF: Said Lot No. 425 being the same lot and part of the same premises which Lars Skogsberg, also known as Lewis Skogsberg, and Anna Skogsberg, his wife, previously conveyed unto Ruth Skogsberg and Etthe Skogsberg, their daughters; said Deed being recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 343, at Page 539. Said Lot No. 387 being the same lot and premises which C.B.C. corporation by its deed dated September 18th, 1902 conveyed unto the aforesaid Lars Skogsberg; said Deed being recorded in the Office of the Recorder of Deeds at Clearfield County, Pennsylvania, in Deed Book Volume 139, at page 279 thereof.

THIS CONVEYANCE is made under and subject to the covenant against the sale of intoxicating liquors upon said premises and the mineral reservation clauses and covenants contained in prior deeds of record.

UNDER AND SUBJECT, Nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances out and limitations as are contained in all prior deeds.

PREMISES ON: P.O. BOX 56 COOPER AVENUE

VERIFICATION

MICHAEL GRAHAM hereby states that he is ASSISTANT VICE PRESIDENT of CITIFINANCIAL MORTGAGE COMPANY, INC. mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Michael Graham

DATE: 10-6-01

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

Sheriff Docket # 11633

FORD CONSUMER DISCOUNT COMPANY

01-1677-CD

VS.

BIESECKER, MARY M.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW NOVEMBER 7, 2001 AT 12:57 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON MARY M. BIESECKER, DEFENDANT AT  
RESIDENCE, P BOX 56, COOPER AVE., GRASSFLAT, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO MARY M. PEITRO (BIESECKER) A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE  
AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING.**

---

**Return Costs**

Cost	Description
46.60	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

7 Day Of Dec. 2001

William A. Shaw

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

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins

Sheriff

**FILED**

DEC 07 2001

011:30 (c)

William A. Shaw  
Prothonotary

*WAS*

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

FORD CONSUMER DISCOUNT COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019  
vs.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

MARY M. BIESECKER  
502 E. HOWARD STREET  
BELLEFONTE, PA 16823

: NO. 01-1677-CD

**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against  
MARY M. BIESECKER, Defendant(s) for failure to file an Answer to  
Plaintiff's Complaint within 20 days from service thereof and for  
foreclosure and sale of the mortgaged premises, and assess  
Plaintiff's damages as follows:

As set forth in Complaint	\$17,867.31
Interest - 10/6/01 TO 12/20/01	<u>\$ 526.88</u>
TOTAL	\$18,394.19

I hereby certify that (1) the addresses of the Plaintiff and  
Defendant(s) are as shown above, and (2) that notice has been  
given in accordance with Rule 237.1, copy attached.

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 1-7-02

*William A. Shaw*  
PRO PROTHY

**FILED**

JAN 07 2002 20 pd by aty  
MLB:12 p.m.  
William A. Shaw  
Prothonotary  
no cc  
Notice to def's  
Statement to aty

*W.A.S.*

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

Attorney for Plaintiff

FORD CONSUMER DISCOUNT COMPANY

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

MARY M. BIESECKER

: CLEARFIELD COUNTY

Defendant(s)

: NO. 01-1677-CD

TO: MARY M. BIESECKER  
P.O. BOX 56 COOPER AVENUE  
GRASSFLAT, PA 16839

DATE OF NOTICE: DECEMBER 5, 2001

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 AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office 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

S/ Frank Federman, Esquire  
Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

FORD CONSUMER DISCOUNT COMPANY

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

MARY M. BIESECKER

: CLEARFIELD COUNTY

Defendant(s)

: NO. 01-1677-CD

TO: MARY M. BIESECKER  
CENTRE CREST,  
502 E. HOWARD STREET  
BELLEFONTE, PA 16823

DATE OF NOTICE: DECEMBER 5, 2001

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 AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office 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

S/ Frank Federman, Esquire  
Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

FORD CONSUMER DISCOUNT COMPANY

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

vs.

: NO. 01-1677-CD

MARY M. BIESECKER

VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant MARY M. BIESECKER is over 18 years of age and resides at 502 E. HOWARD STREET, BELLEFONTE, PA 16823.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

FORD CONSUMER DISCOUNT COMPANY )  
Plaintiff ) NO. 01-1677-CD

vs.

MARY M. BIESECKER )  
Defendants )

Notice is given that a Judgment in the above-captioned matter has been entered against you on 1-7-02.

In the amount of \$18,394.19. By: W. L. Shaffer DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

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, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Ford Consumer Discount Company  
Plaintiff(s)

No.: 2001-01677-CD

Real Debt: \$18,394.19

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mary M. Biesecker  
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: January 7, 2002

Expires: January 7, 2007

Certified from the record this this 7th day of January, 2002

---

William A. Shaw, Prothonotary

\*\*\*\*\*

## SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

FORD CONSUMER DISCOUNT  
COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON  
: PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 01-1677-CD

Plaintiff  
vs.

MARY M. BIESECKER  
502 E. HOWARD STREET  
BELLEFONTE, PA 16823

Defendant(s) :

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due \$ 18,394.19

Interest from \$ \_\_\_\_\_ and Costs  
1/2/02 TO (sale date)  
(per diem - \$3.02)

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT SUBURBAN STATION  
SUITE 1400  
PHILADELPHIA, PA 19103  
Attorney for Plaintiff

Note: Please attach description of property.

**FILED**

JAN 07 2002

William A. Shaw  
Prothonotary

No. 01-1677-CD Term  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER DISCOUNT COMPANY

vs.

MARY M. BIESECKER

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Filed:

*Frank Stedman*  
\_\_\_\_\_  
Attorney for Plaintiff

502 E. HOWARD STREET  
BELLEFONTE, PA 16823

Address:

Where papers may be served.

ALL THOSE TWO CERTAIN parcels, lots or tracts of land situate in the Village of West Clymer, Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows to wit:

THE FIRST THEREOF: All those certain lots of land situate on the South side of Cooper Avenue in the Village of West Clymer, in the Township of Cooper in Clearfield County, Pennsylvania, designated on the Plat and survey of said tract as lots Nos. 385, and 386 on said Cooper Avenue; reserving and excepting therefrom all coal and other minerals contained and embraced within the described premises, with the right to enter, mine and transport from, over and through the same all coal and other minerals that may be upon same, or upon any other lands; the said right, however, to be exercised in such a manner as not to disturb the enjoyment of the surface.

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Parcel #TD8-595-00005 Control #1100-22587

TITLE TO SAID PREMISES IS VESTED IN Mary M. Biesecker by Deed from Doris F. Petro, widow dated 6/10/94, recorded 6/10/94, in Record Book 1610, Page 369.

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257

**COPY**

FORD CONSUMER DISCOUNT : CLEARFIELD COUNTY  
COMPANY :  
1111 NORTHPOINT DRIVE : COURT OF COMMON  
COPPELL, TX 75019 : PLEAS  
Plaintiff :  
vs. : CIVIL DIVISION  
: NO. 01-1677-CD  
MARY M. BIESECKER :  
502 E. HOWARD STREET :  
BELLEFONTE, PA 16823 :  
Defendant(s) :  
:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises COOPER AVENUE, A/K/A 7156 COOPER AVENUE, GRASSFLAT, PA 16839  
(see attached legal description)

Amount Due	\$ 18,394.19
Interest from 1/3/02 TO (sale date) (per diem - \$3.02)	\$ _____
Prothonotary Costs:	127.00
Total	\$ _____ Plus Costs as endorsed



---

Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated: 1-7-02  
(Seal)

**COPY**

NO. 01-1677-CD Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER DISCOUNT COMPANY

vs.

MARY M. BIESECKER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

*Howard S. Johnson*  
\_\_\_\_\_  
Attorney for Plaintiff

502 E. HOWARD STREET  
BELLEFONTE, PA 16823

Address:

Where papers may be served.

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Parcel #T08-595-00005 Control #1100-22587

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FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
IDENTIFICATION NO. 12248  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

FORD CONSUMER DISCOUNT  
COMPANY

: CLEARFIELD County

Plaintiff

: Court of Common Pleas

vs.

: CIVIL DIVISION

MARY M. BIESECKER

: NO. 01-1677-CD

Defendant(s)

:

:

:

:

:

:

**PRAECIPE TO SATISFY JUDGMENT**  
**AND MARK CASE DISCONTINUED AND ENDED**  
**WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

Kindly satisfy the Judgment which was entered on JANUARY 7, 2002  
against MARY M. BIESECKER, Defendant(s), in the amount of \$18,394.19 relative to  
the instant matter and mark this case discontinued and ended, without prejudice, upon  
payment of your costs only.

  
FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Dated: MARCH 21, 2002

**FILED**

MAR 25 2002

William A. Shaw  
Prothonotary

FILED 7<sup>00</sup> pd by Atty Federman

MAR 25 2002

11/3:18 p.m

William A. Shaw  
Prothonotary

Statement of Satisfaction to Atty Federman

Cert of Disc. to CA

Cert of Disc. to Atty Federman.

6  
KRF

**COPY**

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

**CIVIL DIVISION**

**Ford Consumer Discount Company**

**Vs.**  
**Mary M. Biesecker**

**No. 2001-01677-CD**

**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 this 25th day of March, 2002 marked:

Discontinued and Ended

Record costs in the sum of \$127.00 have been paid in full by Frank Federman, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of March A.D. 2002.

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-01677-CD

Ford Consumer Discount Company

Debt: 18,394.19

Vs.

Atty's Comm.:

Mary M. Biesecker

Interest From:

Cost: \$7.00

NOW, Monday, March 25, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 25th day of March, A.D. 2002.



---

Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11969

FORD CONSUMER DISCOUNT CO

01-1677-CD

VS.

BIESECKER, MARY M.

WRIT OF EXECUTION REAL ESTATE

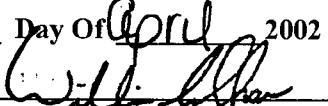
**SHERIFF RETURNS**

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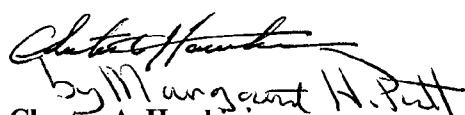
---

Sworn to Before Me This

16th Day Of April 2002

  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

APR 16 2002  
6/2/02  
William A. Shaw  
Prothonotary

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

**Sheriff Docket # 11969**

**FORD CONSUMER DISCOUNT CO**

**01-1677-CD**

**VS.**

**BIESECKER, MARY M.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, FEBRUARY 20, 2002, AT 12:03 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00 AM.**

**NOW, FEBRUARY 26, 2002, AT 6:54 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MARY M. BIESECKER, DEFENDANT, AT HER PLACE OF RESIDENCE, COOPER AVENUE, A/K/A 7156 COOPER AVENUE, GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY M. BIESECKER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, APRIL 3, 2002, RECEIVED A FAX FROM GREGORY WILKINS, ATTORNEY FOR PLAINTIFF, THAT SALE IS TO BE STAYED, DEFENDANT PAID TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND FIFTY-THREE CENTS (\$21,484.53) TO HAVE SALE STAYED.**

**NOW, APRIL 11, 2002, CANCELLED ADVERTISING IN PROGRESS AND LEGAL JOURNAL.**

**NOW, APRIL 15, 2002, RETURN WRIT AS NO SALE HELD AS DEFENDANT PAID TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND FIFTY-THREE CENTS (\$21,484.53) TO HAVE SALE STAYED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.**

**SHERIFF HAWKINS \$746.66**

**SURCHARGE \$ 40.00**

**PAID BY ATTORNEY**

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257

FORD CONSUMER DISCOUNT  
COMPANY  
1111 NORTHPOINT DRIVE  
COPPELL, TX 75019

Plaintiff

vs.

MARY M. BIESECKER  
502 E. HOWARD STREET  
BELLEFONTE, PA 16823

Defendant(s)

: CLEARFIELD COUNTY  
: COURT OF COMMON  
: PLEAS  
: CIVIL DIVISION  
: NO. 01-1677-CD  
:  
:  
:  
:  
:  
:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

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(see attached legal description)

Amount Due	\$ 18,394.19
Interest from 1/3/02 TO (sale date) (per diem - \$3.02)	\$ _____
Prothonotary Costs	127.00
Total	\$ _____ Plus Costs as endorsed

RECEIVED JAN 8 2002

@ 10:46 AM

Wester A. Hawkins  
by Margaret W. Pitt

  
Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated: 1-7-02  
(Seal)

No. 01-1677-CD Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FORD CONSUMER DISCOUNT COMPANY

vs.

MARY M. BIESECKER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

*James J. Schlemmer*  
\_\_\_\_\_  
Attorney for Plaintiff

502 E. HOWARD STREET  
BELLEFONTE, PA 16823

Address:

Where papers may be served.

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Parcel #T08-595-00005 Control #1100-22587

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WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257

FORD CONSUMER DISCOUNT	:	CLEARFIELD COUNTY
COMPANY	:	
1111 NORTHPPOINT DRIVE	:	COURT OF COMMON
COPPELL, TX 75019	:	PLEAS
	:	
Plaintiff	:	
	:	
vs.	:	CIVIL DIVISION
	:	
MARY M. BIESECKER	:	NO. 01-1677-CD
502 E. HOWARD STREET	:	
BELLEFONTE, PA 16823	:	
	:	
Defendant(s)	:	
	:	

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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16839  
(see attached legal description)

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Total	\$ _____ Plus Costs as endorsed

RECEIVED JAN 3 2002

(a) 10:46 AM

Wester A. Watkins  
by Margaret H. Witt

Clerk  
Office of Prothonotary  
Common Pleas Court of  
CLEARFIELD County, PA

Dated: 1-7-02  
(Seal)

NO. 01-1677-CD Term

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
FORD CONSUMER DISCOUNT COMPANY

vs.

MARY M. BIESECKER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

*James J. Schumacher*  
\_\_\_\_\_  
Attorney for Plaintiff

Address:

502 E. HOWARD STREET  
BELLEFONTE, PA 16823

Where papers may be served.

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**FEDERMAN AND PHELAN, L.L.P.**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**215-563-7000**  
**Main Fax 215-563-5534**  
**Greg.Wilkins@fedphe-pa.com**

Gregory Wilkins  
Legal Assistant, Ext. 1256

Representing Lenders in  
Pennsylvania and New Jersey

March 18, 2002

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: PEGGY (814) 765-5915

Re: **FORD CONSUMER DISCOUNT COMPANY**  
**v. MARY M. BIESECKER**  
**No. 01-1677-CD**  
**Premises: COOPER AVENUE, GRASSFLAT, PA 16839**

Dear Peggy:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for MAY 3, 2002.

Stay sale due to payoff.

The sum of \$21,484.53 was received in consideration for the stay.

Please return the original writ of execution to the Prothonotary as soon as possible.

Very truly yours,

Gregory Wilkins

cc: **CITIFINANCIAL MORTGAGE COMPANY**  
Attention:  
File No. 0002685269

COPY

# OFFICE OF THE SHERIFF



1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD COUNTY, PENNSYLVANIA  
CLEARFIELD, PA. 16830

CHESTER A. HAWKINS  
SHERIFF

(814) 765-2641

April 11, 2002

RE: FORD CONSUMER DISCOUNT COMPANY VS  
MARY M. BIESECKER NO 01-1677-CD

SCHEDULED FOR SALE FRIDAY, MAY 3, 2002

THIS SALE HAS BEEN CANCELLED.

THANKS,

A handwritten signature in cursive ink, appearing to read "Chester A. Hawkins".

COPY

COPY

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

NOW, \_\_\_\_\_, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_ 2002, I exposed the within described real estate of

to public venue or outcry at which time and place I sold the same to \_\_\_\_\_ he/she being the highest bidder, for the sum of \$ \_\_\_\_\_ and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	14.30
LEVY	15.00
MILEAGE	14.30
POSTING	15.00
CSDS	10.00
COMMISSION 2%	429.48
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	10.00
ADD'L POSTING	60.00
ADD'L MILEAGE	14.30
ADD'L LEVY	60.00
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 741.68</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 18,394.16
INTEREST FROM 1-3-02 TO SALE DATE	
PER DIEM \$3.02	
TO BE ADDED	

TOTAL DEBT & INTEREST

\$ 30.90

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$ 1
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$
FORCLOSURE FEES / LIFE INS REFUND	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$
LEGAL JOURNAL AD	\$
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$
	127.00

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>\$ 20.50</b>

TOTAL COSTS

\$ 999.56

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff