ASSOCIATES HOME EQUITY CONSUMER -vs- BERNARD J. MCGARRY etal
DISCOUNT COMPANY, INC.

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01-1807-CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

FILED
NOV 01 2001
m/11:51/atty Federman
William A. Shaw
Prothonotary
pd $80.00
2cc Sheriff

Loan #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest 6/1/01 through 10/1/01 (Per Diem $11.27)	1,386.21
Attorney's Fees	1,000.00
Cumulative Late Charges 7/23/94 to 10/1/01	0.00
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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.

Frank Federman

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

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun,PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun, PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun,PA. 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun,PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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, 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

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

American Credit Counseling Institute

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

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

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

CLARION COUNTY

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

CLEARFIELD COUNTY

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

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

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

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

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

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: 10/28/01

FEDERMAN AND PHELAN
By: Frank Federman, Esquire
Atty. I.D. No.: 12248
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

Court of Common Pleas
CLEARFIELD County
No. 01-1807-CD

PRAECIPE TO SUBSTITUTE LEGAL DESCRIPTION

TO THE PROTHONOTARY:

Kindly substitute the attached legal description for the legal description originally filed with the complaint in the instant matter.

12/6/01
Date

Frank Federman
Frank Federman
Attorney for Plaintiff

FILED

DEC 10 2001
m12:20/noCC
William A. Shaw
Prothonotary

Premises: STATE ROUTE 2032, TOWNSHIP OF MORRIS
CLEARFIELD COUNTY
PA

DESCRIPTION

ALL THAT CERTAIN message, tenement and tract of land situate, lying and between in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point along the Western side of a twelve (12) foot lane, said point being an Eastern corner of Hawley Fuel Coal, Inc., and also being the Southeast corner or a tract herein conveyed from the Ralph and Janice Thompson property; thence by said Thompson property North Eight Degrees Sixteen Minutes West (N 8^0 16' W) Seven hundred thirty-two and sixty-one hundredths feet (732.61') to a one inch pipe corner; thence by same South Eighty-Seven Degrees Twenty-Two Minutes West (S 87^0 22') Three hundred thirty-two and seventy five hundredths feet (332.75') to an iron rail corner, which is a common corner with Hawley Fuel Coal, Inc.; thence along Hawley Fuel Coal, Inc. South Ten Degrees Thirty-two Minutes East (S 10^0 32' E) Seven hundred thirty-six and nineteen hundredths feet (736.19') to an iron rail corner; thence by same North Eighty-seven Degrees Sixteen Minutes East (N 87^0 16' E) Three hundred three and forty-seven hundredths feet (303.47') to an iron pin corner and place of beginning. Containing Five and three tenths (5.3) acres.

Parcel #R09-000-00152

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 6, 2001 AT 2:44 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LINDA M. MCGARRY, DEFENDANT AT RESIDENCE, S.R. 2032, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA MCGARRY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING.

NOW DECEMBER 10, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BERNARD J. MCGARRY, DEFENDANT. NEW ADDRESS: APT. #11, THE PHILIPSBURG HOUSE, PHILIPSBURG, PA. , CENTRE COUNTY.

Return Costs

Cost	Description
36.70	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED
6/10:04 am
DEC 12 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

12th Day Of December 2001

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

So Answers,

Chester A. Hawkins
Sheriff

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01-1807-CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

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.

NOV 01 2001

Attest. William A. Shaw
Prothonotary

Loan #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest 6/1/01 through 10/1/01 (Per Diem $11.27)	1,386.21
Attorney's Fees	1,000.00
Cumulative Late Charges 7/23/94 to 10/1/01	0.00
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun,PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun, PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun.PA. 16840-0232

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.

<u>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.</u>

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

<u>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.</u>

<u>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).</u>

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun,PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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, 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

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

American Credit Counseling Institute

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

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

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

CLARION COUNTY

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

CLEARFIELD COUNTY

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

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

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

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

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

<u>VERIFICATION</u>

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: 10/28/01

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: Clearfield County
BERNARD J. MCGARRY LINDA M. MCGARRY	: No. 01-1807-CD
Defendants	

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, ESQUIRE
Attorney for Plaintiff

Date: December 5, 2001

FILED

DEC 13 2001

William A. Shaw
Prothonotary

FILED

DEC 13 2001

m13:15/ no cc atty Fedurman

William A. Shaw
Prothonotary

pd $7.00

12·13·01 Document
~~Reinstated~~/Reissued to Sheriff/~~Attorney~~
for service.

~~Deputy~~ Prothonotary

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: Clearfield County
BERNARD J. MCGARRY LINDA M. MCGARRY	: No. 01-1807-CD
Defendants	

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, ESQUIRE
Attorney for Plaintiff

Date: February 1, 2002

KMK, SVC DEPT.

FILED

FEB 11 2002

William A. Shaw
Prothonotary

FILED

FEB 11 2002

m/9:15/atty Federman pd. $7.00

William A. Shaw
Prothonotary

[illegible] 2 comps. cens. to Sheriff

2·11·02 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.

[signature]
~~Deputy~~ Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 14, 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 BERNARD J. MCGARRY, DEFENDANT.

NOW JANUARY 15, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERNARD J. MCGARRY, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND", NEW ADDRESS: RD#1 BOX 6, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
14.57	SHFF. HAWKINS PAID BY: ATTY.
61.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 08 2002
01300
William A. Shaw
Prothonotary

Sworn to Before Me This

8th Day Of March 2002

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

So Answers,

by Marilyn Hamm

Chester A. Hawkins
Sheriff

#2197
11714

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) Associates Home Equity Consumer Discount Company, Inc.
2. Case Number 01-1807-CD
3. Defendant(s) Bernard J. McGarry
4. Type of Writ or Complaint: Mortgage Foreclosure

SERVE → AT
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Bernard J. McGarry
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 114 S. Front St. #11 Philipsburg, Pa. 16866

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

Now, ____________ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize 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 CCSD Deputy of Clerk and Title
14. Date Filed
15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to ____________, on the ______ day of ______, 20____, at ______ o'clock, ____ m., at ____________, 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 15 day of January, 20 02, at 0905 o'clock, A M.
Defendant not found because:
☒ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other ______

Remarks: ~~[illegible]~~ RD #1 Box 6 Morrisdale, Pa. 16858 Clearfield County

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	~~Costs Due or~~ Refund
75.00	9.00	5.00	–	2.50	42.00	.50	2.00	61.00	14.00

17. AFFIRMED and subscribed to before me this ______
20. day of ____________ 20______
23. ____________
Notary Public
My Commission Expires

So Answer.
18. Signature of Dep. Sheriff [signature]
19. Date 1-15-02
21. Signature of Sheriff
22. Date

SHERIFF OF CENTRE COUNTY
Amount Pd. Page

24. I ACKNOWLEDGE RECEIPT OF THE **SHERIFF'S RETURN SIGNATURE** OF AUTHORIZED AUTHORITY AND TITLE.
25. Date Received

White - Prothonotary Canary - Attorney

#2197

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5915

Sheriff's Office
Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT

TERM & NO. 01-1807-CD

vs

SERVE BY: 1/12/02
or
HEARING DATE:

BERNARD J. McGARRY

DOCUMENT TO BE SERVED:
COMPLAINT IN MORTGAGE FORECLOSURE

MAKE REFUND PAYABLE TO: FEDERMAN & PHELAN, Attorney

SERVE: BERNARD J. McGARRY

ADDRESS: 114 South Front ST., The Philipsburg House Apt. #11, Philipsburg

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 14th day of DECEMBER 2001.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

pg. 1873-AA
pd 75.00

SHERIFF'S RETURN OF SERVICE
CLEARFIELD COUNTY

Plaintiff(s)
ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Defendant(s)
BERNARD J. MCGARRY

Serve At
PHILIPSBURG HOME,
114 SOUTH FRONT STREET,
APARTMENT #11
PHILIPSBURG, PA 16866-2231

Special Instructions
PLEASE DEPUTIZE THE SHERIFF OF CENTRE COUNTY.

NUMBER 01-1807-CD

SHERIFF'S NUMBER

COST **MILEAGE**

DISTRICT

_____ Summons xx Complaint
_____ Other

TYPE OF ACTION
Mortgage Foreclosure

TO BE COMPLETED BY SHERIFF

Served and made known to ______________________, Defendant, on the ____ day of ____________, 20__________, at ______________ o'clock, ______.m., at ______________________, County of ______________, Commonwealth of Pennsylvania, in the manner described below:

____ Defendant(s) personally served.
____ Adult family member with whom said Defendant(s) reside(s). Relationship is ______________.
____ Adult in charge of Defendant's residence who refused to give name or relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
____ Agent or person in charge of Defendant's office or usual place of business.
____ ______________ and officer of said Defendant company.
____ Other:

SHERIFF
By:______________________, Deputy Sheriff

On the 11 day of January, 2002, at 9:00 o'clock, A.m., Defendant not found because:
___ Moved X Unknown ___ No Answer ___ Vacant ___ Other

SHERIFF
By: Todd [signature], Deputy Sheriff

DEPUTIZED SERVICE

Now, this ________ day of ______________, 20______, I, Sheriff of ______________ County, Pennsylvania do hereby deputize the Sheriff of ______________ County to serve this Complaint and make return thereof and according to law.

SHERIFF
By:______________________, Deputy Sheriff

ATTORNEY FOR PLAINTIFF:

Name Frank Federman, Esquire
Id. No. 12248
Address One Penn Center,
Suite 1400
Philadelphia, PA 19103

TO BE COMPLETED BY PROTHONOTARY

ATTEST
Pro Prothy

Date

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01·1807·CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

FILED
NOV 2001
:52pm
A. Shaw
Prothonotary

12·13·01 Document
Reinstated/Reissued to Sheriff/Attorney for service.
Deputy Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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 #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest	1,386.21
6/1/01 through 10/1/01	
(Per Diem $11.27)	
Attorney's Fees	1,000.00
Cumulative Late Charges	0.00
7/23/94 to 10/1/01	
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun.P.A.16840-0232

Linda McGarry
State Route 2032
Hawkrun. P.A. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. P.A.16840-0232

Linda McGarry
PO Box 29
Hawkrun.P.A. 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
ORIGINAL LENDER: **Citifinancial Mortgage Company, Inc.**
CURRENT LENDER/SERVICER: **Citifinancial Mortgage Company, Inc.**

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

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.

<u>TEMPORARY STAY OF FORECLOSURE</u>-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. <u>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.</u>

<u>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.</u> It is only necessary to schedule one face-to-face meeting. Advise your lender <u>immediately</u> of your intentions.

<u>APPLICATION FOR MORTGAGE ASSISTANCE</u>-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.

<u>AGENCY ACTION</u>-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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA., 16840-0232 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: 7/1/01thru 9/1/01 at $368.83 per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

XHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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) 375-7800 FAX (215) 375-[illegible]

HACE
167 W. Allegheny Avenue, 2nd Fl
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-[illegible]

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) 788-5062 ([illegible])
FAX (717) 399-4127

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

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-[illegible]

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

Philadelphia Council For Community Adv
100 North 17th Street, Suite [illegible]
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-[illegible]

CCCS of Delaware Valley-Marshall Bldg
790 E. Market St., Suite 2[illegible]
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

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

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

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9424 FAX (215) [illegible]-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-[illegible] 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 [illegible]
State College, PA 1680[illegible]
(814) 238-3668 FAX (814) 238-3669

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1995, and recorded 03/28/1995, among the land records of the county and state set forth above, in Deed Book 1745, page 281.

PREMISES ON: **STATE ROUTE 2032, HAWK RUN, PA 16840**

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: 10/28/01

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

COPY

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01·1807·CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

FILED
NOV 2001
:52pm
A. Shaw
Prothonotary

12·13·01 Document Reinstated/Reissued to Sheriff/Attorney for service.

Deputy Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
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Plaintiff

v.

TERM

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE
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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 #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest	1,386.21
6/1/01 through 10/1/01	
(Per Diem $11.27)	
Attorney's Fees	1,000.00
Cumulative Late Charges	0.00
7/23/94 to 10/1/01	
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun,PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun. PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun.PA. 16840-0232

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.

<u>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.</u>

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

<u>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.</u>

<u>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).</u>

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at $368.83 per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 owed to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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

<u>RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE</u>-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, <u>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.</u> 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.

<u>EARLIEST POSSIBLE SHERIFF'S SALE DATE</u>-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.

<u>HOW TO CONTACT THE LENDER:</u> **CITIFINANCIAL MORTGAGE COMPANY, INC.**
2533 Mount Holly Road
Burlington, NJ 08016
(800) 423-8158
Attention: Collections Department

<u>EFFECT OF SHERIFF'S SALE</u>-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.

<u>ASSUMPTION OF MORTGAGE</u>-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.

<u>YOU MAY ALSO HAVE THE RIGHT:</u>

- 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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
SENDERS RECORD

EXHIBIT A

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

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(215) 563-5665

American Credit Counseling Institute

845 Coates Street
Coatesville, PA 19320
(888) 212-[illegible]

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

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9424 FAX (215) [illegible]-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-[illegible] FAX (814) 944-5747

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

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

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

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.

DATE: 10/28/01

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 22, 2002, 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 BERNARD J. MCGARRY, DEFENDANT.

NOW MARCH 12, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERAND J. MCGARRY, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND", NOT SEEN BY INDIVIDUALS QUESTIONED.

Return Costs

Cost	Description
31.70	SHFF. HAWKINS PAID BY: ATTY.
40.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED
MAR 20 2002
01350
William A. Shaw
Prothonotary

Sworn to Before Me This

20th Day Of March 2002

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

So Answers,

Chester A. Hawkins
by Marilyn Hamm
Chester A. Hawkins
Sheriff

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: Clearfield County
BERNARD J. MCGARRY LINDA M. MCGARRY	: No. 01-1807-CD
Defendants	

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, ESQUIRE
Attorney for Plaintiff

Date: March 29, 2002

KMK, SVC DEPT.

FILED

APR 19 2002

William A. Shaw
Prothonotary

FILED

APR 19 2002

M12:30 | atty Federman

William A. Shaw
Prothonotary

pd $7.00

2 comps. Cert. to Sheriff

4.19.02 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 21, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BERNARD J. MCGARRY, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT STILL GETS MAIL THERE BUT NOT OFTEN. NO FORWARDING ADDRESS.

Return Costs

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

FILED
MAY 29 2002
01:47 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

29th Day Of May 2002

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

So Answers,

Chester A. Hawkins
by Marilyn Hamm

Chester A. Hawkins
Sheriff

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01-1807-CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FILED
NOV 2001
5:32pm
A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

11-7-02 Document ~~Reinstated~~/Reissued to Sheriff/Attorney for service.

~~Deputy~~ Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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 #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest 6/1/01 through 10/1/01 (Per Diem $11.27)	1,386.21
Attorney's Fees	1,000.00
Cumulative Late Charges 7/23/94 to 10/1/01	0.00
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun,PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun. PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun.PA. 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun,PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01 thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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) 375-7966 FAX (215) 375-[illegible]

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-3025 FAX (215) 426-[illegible]

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) 788-5062 (HC [illegible])
FAX (717) 399-4127

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

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-3753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7[illegible]

Community Housing Counseling, Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-36[illegible]

Philadelphia Council For Community Adv
100 North 17th Street, Suite [illegible]
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 563-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2912

CCCS of Delaware Valley-Marshall Bldg
790 E. Market St., Suite 2[illegible]
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

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

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

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9424 FAX (215) [illegible]6-6344

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
2[illegible] E. Plank Road
Altoona, PA 16602
(814) [illegible] FAX (814) [illegible]

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 157[illegible]
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA
1631 South Atherton St., Suite [illegible]
State College, PA 168[illegible]
(814) 238-3668 FAX (814) 238-36[illegible]

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

<u>VERIFICATION</u>

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: 10/28/01

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

COPY

COURT OF COMMON PLEAS
CIVIL DIVISION

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01-1807-CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FILED
NOV 2001
3:52pm
A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

4-19-02 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

Loan #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest	1,386.21
6/1/01 through 10/1/01	
(Per Diem $11.27)	
Attorney's Fees	1,000.00
Cumulative Late Charges	0.00
7/23/94 to 10/1/01	
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Linda McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. PA. 16840-0232

Linda McGarry
PO Box 29
Hawkrun, PA. 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S):	Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS:	**State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.:	**033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

XHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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

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

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7634

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7120

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

Community Housing Counseling, Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3692

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
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Philadelphia Council For Community Adv
100 North 17th Street, Suite 600
Philadelphia, PA 19103
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Tabor Community Services, Inc
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5062 (HUD only)
FAX (717) 399-4127

Community Devel. Corp. of Frankford
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Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2912

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Chester, PA 19013
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CCCS of Delaware Valley-Marshall Bldg
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West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

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

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

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9424 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

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

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

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

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

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: 10/27/04

11714
#327

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): Associates Home Equity
2. Case Number: 01-1807-CD
3. Defendant(s): Bernard J. McGarry
4. Type of Writ or Complaint: Mortgage Foreclosure

SERVE → 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.: Bernard McGarry

AT 6. Address (Street or RFD, Apartment No., City/Boro, Twp., State and Zip Code): AMVETS, 16 W. Presqueisle St., Philipsburg, Pa. 16866

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

Now, ____________ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize 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 CCSD Deputy of Clerk and Title
14. Date Filed
15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to ____________, on the ______ day of ______, 20____, at ______ o'clock, ____ m., at ____________, 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 12 day of March, 2002, at 0830 o'clock, A M.
Defendant not found because:
☐ Moved ☐ Unknown ☒ No Answer ☐ Vacant ☐ Other ____________

Remarks: NOT SEEN By Individuals Questioned.

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	~~Costs Due~~ or Refund
75.00	9.00	5.00	—	2.50	21.00	.50	2.00	40.00	35.00

17. AFFIRMED and subscribed to before me this 15
20. day of March 2002
23. Corinne Peters
Notary Public
My Commission Expires

Notarial Seal
Corinne Peters, Notary Public
Bellefonte Boro, Centre County
My Commission Expires Sept. 5, 2005
Member, Pennsylvania Association of Notaries

So Answer.
18. Signature of Dep. Sheriff [signature]
19. Date 3-14-02
21. Signature of Sheriff
22. Date

SHERIFF OF CENTRE COUNTY
Amount Pd. Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE
25. Date Received

White - Prothonotary Canary - Attorney

#327

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

Sheriff's Office
Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

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

ASSOCIATES HOME EQUITY

vs

BERNARD J. MCGARRY

TERM & NO. 01-1807-CD

SERVE BY: 3/13/02

DOCUMENT TO BE SERVED:
COMPLAINT IN MORTGAGE FORECLOSURE
(Reinstated)

MAKE REFUND PAYABLE TO: FEDERMAN & PHELAN, Attorneys

SERVE: BERNARD J. MCGARRY

ADDRESS: AMVETS, 16 W. Presqueisle S., Philipsburg, Pa. 16866

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 22nd Day of February 2002.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

PG 1944-AA
pd. 75.00

SHERIFF'S RETURN OF SERVICE
CENTRE COUNTY

Plaintiff(s)
ASSOCIATES HOME EQUITY
CONSUMER DISCOUNT COMPANY,
INC.

Defendant(s)
BERNARD J. MCGARRY

Serve At
AMVETS,
16 WEST PRESQUEISLE STREET
PHILIPSBURG, PA 16866-1643,
Special Instructions

NUMBER 01-1807-CD

SHERIFF'S NUMBER

COST **MILEAGE**

DISTRICT

____ Summons xx Complaint
____ Other

TYPE OF ACTION
Mortgage Foreclosure

TO BE COMPLETED BY SHERIFF

Served and made known to ______________________, Defendant, on the ____ day of ____________, 20__________, at ________________ o'clock, _______.m., at ______________________________, County of __________________, Commonwealth of Pennsylvania, in the manner described below:

____ Defendant(s) personally served.
____ Adult family member with whom said Defendant(s) reside(s).
Relationship is ____________________.
____ Adult in charge of Defendant's residence who refused to give name or relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
____ Agent or person in charge of Defendant's office or usual place of business.
____ __________________ and officer of said Defendant company.
____ Other:

SHERIFF
By:________________________, Deputy Sheriff

On the ________ day of __________________, 20______, at ________ o'clock, ____.m., Defendant not found because:
___ Moved ___ Unknown ___ No Answer ___Vacant ___Other

SHERIFF
By:________________________, Deputy Sheriff

DEPUTIZED SERVICE

Now, this ________ day of ______________, 20 ______, I, Sheriff of ______________ County, Pennsylvania do hereby deputize the Sheriff of ______________ County to serve this Complaint and make return thereof and according to law.

SHERIFF
By:________________________, Deputy Sheriff

ATTORNEY FOR PLAINTIFF:

Name Frank Federman, Esquire
Id. No. 12248
Address One Penn Center,
Suite 1400
Philadelphia, PA 19103

TO BE COMPLETED BY PROTHONOTARY

ATTEST
Pro Prothy

Date

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01-1807-CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FILED
NOV 2001
3:52pm
A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

2-11-02 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

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

Loan #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest	1,386.21
6/1/01 through 10/1/01	
(Per Diem $11.27)	
Attorney's Fees	1,000.00
Cumulative Late Charges	0.00
7/23/94 to 10/1/01	
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun,PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun,PA. 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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.

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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) 375-7600 FAX (215) 375-7[illegible]

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-[illegible]

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) 788-5062 [illegible]
FAX (717) 399-4127

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

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-3753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7[illegible]

Community Housing Counseling, Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-36[illegible]

Philadelphia Council For Community Adv
100 North 17th Street, Suite [illegible]
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 563-9041

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 2[illegible]
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

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

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2219 FAX (610) 265-4914

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-0420 FAX (215) [illegible]-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) [illegible] FAX (814) [illegible]-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 [illegible]
State College, PA 16801
(814) 238-3668 FAX (814) 238-3669

EXHIBIT A

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: 10/28/01

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

COPY

COURT OF COMMON PLEAS
CIVIL DIVISION

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01·1807·CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FILED
NOV 2001
5:20pm
A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

2·11·02 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.

Deputy Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE
NOTICE

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

Loan #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest	1,386.21
6/1/01 through 10/1/01	
(Per Diem $11.27)	
Attorney's Fees	1,000.00
Cumulative Late Charges	0.00
7/23/94 to 10/1/01	
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun, PA 16840-0232

Linda McGarry
State Route 2032
Hawkrun, PA 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun, PA 16840-0232

Linda McGarry
PO Box 29
Hawkrun, PA 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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: **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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

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7160 3901 9844 5822 9019
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
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247 North Fifth Street
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Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3[illegible]

Philadelphia Council For Community Adv
100 North 17th Street, Suite [illegible]
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 563-9941

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 2[illegible]5
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

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

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

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9424 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 [illegible]
State College, PA 1680[illegible]
(814) 238-3668 FAX (814) 238-3669

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

<u>VERIFICATION</u>

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: 10/29/01

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: Clearfield County
BERNARD J. MCGARRY LINDA M. MCGARRY	: No. 01-1807-CD
Defendants	

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: June 19, 2002

CAF, Svc Dept.

FILED
JUN 20 2002
William A. Shaw
Prothonotary

1 Cert w/ Reinstated Complaint to Atty

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO. 01-1807-CD

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

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

FILED
NOV 08 2001
1:52pm
A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

June 28, 2002 Document Reinstated/~~Reissued~~ to ~~Sheriff~~/Attorney for service.

Deputy Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

v.

TERM

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

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

Loan #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest 6/1/01 through 10/1/01 (Per Diem $11.27)	1,386.21
Attorney's Fees	1,000.00
Cumulative Late Charges 7/23/94 to 10/1/01	0.00
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Linda McGarry
State Route 2032
Hawkrun, PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun, PA. 16840-0232

Linda McGarry
PO Box 29
Hawkrun, PA. 16840-0232

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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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,

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at **$368.83** per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 **$1,106.49**, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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

<u>RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE</u>-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, <u>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.</u> 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.

<u>EARLIEST POSSIBLE SHERIFF'S SALE DATE</u>-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.

<u>HOW TO CONTACT THE LENDER:</u> **CITIFINANCIAL MORTGAGE COMPANY, INC.**
2533 Mount Holly Road
Burlington, NJ 08016
(800) 423-8158
Attention: Collections Department

<u>EFFECT OF SHERIFF'S SALE</u>-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.

<u>ASSUMPTION OF MORTGAGE</u>-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.

<u>YOU MAY ALSO HAVE THE RIGHT:</u>

- 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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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) 375-7[illegible] FAX (215) 375-[illegible]

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 1914[illegible]
(215) 426-3025 FAX (215) 426-[illegible]

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) 788-5692 (HUD [illegible])
FAX (717) 399-4127

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

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-3753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7[illegible]

Community Housing Counseling, Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-36[illegible]

Philadelphia Council For Community Adv
100 North 17th Street, Suite [illegible]
Philadelphia, PA 19103
(215) 567-7803 FAX (215) [illegible]

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2912

CCCS of Delaware Valley-Marshall Bldg
790 E. Market St., Suite 2[illegible]
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates Street
Coatesville, PA 19320
(888) 212-[illegible]

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2219 FAX (610) 265-4814

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-942[illegible] FAX (215) [illegible]

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
2[illegible] E. Plank Road
Altoona, PA 166[illegible]
(814) [illegible] FAX (814) [illegible]

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 157[illegible]
(724) 465-2657 FAX (724) [illegible]

CCCS of Northeastern PA
1631 South Atherton St., Suite [illegible]
State College, PA 16[illegible]
(814) 238-[illegible] FAX (814) 238-[illegible]

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 281.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

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: 10/28/01

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

Service Department

June 19, 2002

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

RE: ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
vs. BERNARD J. MCGARRY & LINDA M. MCGARRY
Clearfield County, No. 01-1807-CD

Dear Sir or Madam:

Enclosed is a Praecipe to Reinstate the Civil Action in the above captioned matter. **A check in the amount of $7.00 is included to cover the cost.** Please file same and return a time-stamped copy to us in the enclosed stamped, self-addressed envelope.

****PLEASE REINSTATE THE COMPLAINT ONLY****

Very truly yours,

Christine A. Fleckenstein
Christine A. Fleckenstein
for Federman and Phelan

/caf
Enclosure

FEDERMAN AND PHELAN
BY: Michele M. Bradford, Esq.
Atty. I.D. #69849
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	
	:	CIVIL DIVISION
Vs.		
	:	CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	:	NO. 01-1807-CD

CERTIFICATION OF SERVICE

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

BERNARD J. MCGARRY AND LINDA M. MCGARRY at:

STATE ROUTE 2032, HAWK RUN, PA 16840
P.O. BOX 29, HAWK RUN, PA 16840
P.O. BOX 232, PHILIPSBURG, PA 16866
114 SOUTH FRONT STREET, APARTMENT #11, PHILIPSBURG, PA 16866
3476 MORRISDALE ALLPORT HIGHWAY, A/K/A RD #1, BOX 6, MORRISDALE, PA 16858
AMVETS: 16 WEST PRESQUIESLE STREET, PHILIPSBURG, PA 16866

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: June 18, 2002

Michele M. Bradford
Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED
JUN 20 2002
m/11:00 am
William A. Shaw
Prothonotary
No cc

H:/Main Forms/motions/county.comp

FILED

JUN 2 0 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
BY: Michele M. Bradford, Esq.
Atty. I.D. #69849
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. : COURT OF COMMON PLEAS

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY : NO. 01-1807-CD

ORDER

AND NOW, this 24th day of June, 2002, 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) **BERNARD J. MCGARRY**, 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 **STATE ROUTE 2032, HAWK RUN, PA 16840**.

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

JUN 24 2002
01 2:38 / cc atty Federman
William A. Shaw
Prothonotary

H:/Main Forms/motions/county.comp

FEDERMAN AND PHELAN
BY: Michele M. Bradford, Esq.
Atty. I.D. #69849
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	
	:	CIVIL DIVISION
vs.		
	:	CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	:	NO. 01-1807-CD

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 STATE ROUTE 2032, HAWK RUN, PA 16840 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".

FILED
JUN 20 2002
William A. Shaw
Prothonotary

3. Plaintiff reviewed its internal records and has not been contacted by the defendant as of **June 18, 2002** to bring the loan current.

4. 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

Michele M. Bradford, Esquire

FEDERMAN AND PHELAN
BY: Michele M. Bradford, Esq.
Atty. I.D. #69849
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 01-1807-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) inquires 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

Michele M. Bradford, Esquire

H:/Main Forms/motions/county.comp

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 6, 2001 AT 2:44 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LINDA M. MCGARRY, DEFENDANT AT RESIDENCE, S.R. 2032, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA MCGARRY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING.

NOW DECEMBER 10, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BERNARD J. MCGARRY, DEFENDANT. NEW ADDRESS: APT. #11, THE PHILIPSBURG HOUSE, PHILIPSBURG, PA., , CENTRE COUNTY.

NOW DECEMBER 14, 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 BERNARD J. MCGARRY, DEFENDANT.

Return Costs

Cost	Description
36.70	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

EXHIBIT A

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CO

VS.

MCGARRY, BERNARD J. & LINDA M.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

Sworn to Before Me This

_____ Day Of __________ 2002

____

So Answers,

Chester A. Hawkins
Sheriff

EXHIBIT A

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 14, 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 BERNARD J. MCGARRY, DEFENDANT.

NOW JANUARY 15, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERNARD J. MCGARRY, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND", NEW ADDRESS: RD#1 BOX 6, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
14.57	SHFF. HAWKINS PAID BY: ATTY.
61.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

_____ Day Of __________ 2002

____

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

EXHIBIT A

#2197

11714

SHERIFF'S OFFICE
CENTRE COUNTY
Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

COPY

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) Associates Home Equity Consumer Discount Company, Inc.

2. Case Number 01-1807-CD

3. Defendant(s) Bernard J. McGarry

4. Type of Writ or Complaint: Mortgage Foreclosure

SERVE → AT
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Bernard J. McGarry
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 114 S. Front St. #11 Philipsburg, Pa. 16866

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

Now, ____________ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize 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 CCSD Deputy of Clerk and Title | 14. Date Filed | 15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to ____________, on the ______ day of ______, 20____, at ______ o'clock, ____ m., at ____________, 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 15 day of January, 2002 at 0905 o'clock, A M.

Defendant not found because:
☒ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

Remarks: ~~[illegible]~~ RD#1 Box 6 Morrisdale, Pa. 16858 Clearfield, County

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	~~Costs Due or~~ Refund
75.00	9.00	5.00	–	2.50	42.00	.50	2.00	61.00	14.00

17. AFFIRMED and subscribed to before me this ______

20. day of ____________ 20______

23. ____________ Notary Public

My Commission Expires

So Answer.

18. Signature of Dep. Sheriff [signature]

19. Date 1-15-02

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd. Page

24. I ACKNOWLEDGE RECEIPT OF THE **SHERIFF'S RETURN SIGNATURE** OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

White - Prothonotary Canary - Attorney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 22, 2002, 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 BERNARD J. MCGARRY, DEFENDANT.

NOW MARCH 12, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERAND J. MCGARRY, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND", NOT SEEN BY INDIVIDUALS QUESTIONED.

Return Costs

Cost	Description
31.70	SHFF. HAWKINS PAID BY: ATTY.
40.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

_____ Day Of _________ 2002

____

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

EXHIBIT A

1114
#327

SHERIFF'S OFFICE
CENTRE COUNTY
Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

COPY

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): Associates Home Equity
2. Case Number: 01-1807-CD
3. Defendant(s): Bernard J. McGarry
4. Type of Writ or Complaint: Mortgage Foreclosure

SERVE AT
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Bernard McGarry
6. Address (Street or RFD, Apartment No., City/Boro, Twp., State and Zip Code) AMVETS, 16 W. Presqueisle St., Philipsburg, Pa. 16866

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

Now, ____________ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize 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 CCSD Deputy of Clerk and Title
14. Date Filed
15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to ____________, on the ______ day of ______, 20____, at ______ o'clock, ____ m., at ____________, 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 12 day of March, 2002, at 0830 o'clock, A M.
Defendant not found because:
☐ Moved ☐ Unknown ☒ No Answer ☐ Vacant ☐ Other ____________

Remarks: NOT SEEN By Individuals Questioned.

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	~~Costs Due~~ or Refund
75.00	9.00	5.00	—	2.50	21.00	.50	2.00	40.00	35.00

17. AFFIRMED and subscribed to before me this 15 day of March, 2002

So Answer.

18. Signature of Dep. Sheriff [signature]
19. Date 3-14-02
21. Signature of Sheriff
22. Date

23. Corinne Peters
Notary Public

Notarial Seal
Corinne Peters, Notary Public
Bellefonte Boro, Centre County
My Commission Expires Sept. 5, 2005
Member, Pennsylvania Association of Notaries

My Commission Expires

SHERIFF OF CENTRE COUNTY
Amount Pd. Page

24. ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
25. Date Received

EXHIBIT A

White - Prothonotary Canary - Attorney

SHERIFF'S RETURN OF SERVICE
CLEARFIELD COUNTY

Plaintiff(s)
ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Defendant(s)
BERNARD J. MCGARRY

Serve At
3476 MORRISDALE ALLPORT HIGHWAY
MORRISDALE, PA 16858-8300
Special Instructions

NUMBER 01-1807-CD

SHERIFF'S NUMBER

COST **MILEAGE**

DISTRICT

____ Summons xx Complaint
____ Other

TYPE OF ACTION
Mortgage Foreclosure

TO BE COMPLETED BY SHERIFF

Served and made known to ______________________, Defendant, on the ____ day of ____________, 20__________, at __________________ o'clock, ________.m., at ______________________________, County of ______________________, Commonwealth of Pennsylvania, in the manner described below:

____ Defendant(s) personally served.
____ Adult family member with whom said Defendant(s) reside(s).
Relationship is ____________________.
____ Adult in charge of Defendant's residence who refused to give name or relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
____ Agent or person in charge of Defendant's office or usual place of business.
____ __________________ and officer of said Defendant company.
____ Other:

SHERIFF
By:________________________, Deputy Sheriff

On the ________ day of ________________, 20______, at ________ o'clock, ____.m., Defendant not found because:
___ Moved ___ Unknown ___ No Answer ___Vacant ___Other

SHERIFF
By:________________________, Deputy Sheriff

DEPUTIZED SERVICE

Now, this ________ day of ______________, 20 ______, I, Sheriff of ______________ County, Pennsylvania do hereby deputize the Sheriff of ______________ County to serve this Complaint and make return thereof and according to law.

SHERIFF
By:________________________, Deputy Sheriff

ATTORNEY FOR PLAINTIFF:

Name Frank Federman, Esquire
Id. No. 12248
Address One Penn Center,
Suite 1400
Philadelphia, PA 19103

TO BE COMPLETED BY PROTHONOTARY

ATTEST
Pro Prothy

Date

EXHIBIT A

In The Court of Common Pleas of Clearfield County, Pennsylvania

NL

Sheriff Docket # 11714

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J. & LINDA M.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 21, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BERNARD J. MCGARRY, DEFENDANT. ACCORDING TO POST OFFICE DEFENDANT STILL GETS MAIL THERE BUT NOT OFTEN. NO FORWARDING ADDRESS.

Return Costs

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

Sworn to Before Me This

_____ Day Of __________ 2002

____

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

EXHIBIT A

EKL DATA, INC
AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number:

File Number:

Attorney Firm:	**Federman & Phelan**
Subject:	**Bernard J. McGarry**
Property Address	**State Route 2032** **Hawk Run, PA 16840**
Last Known Address:	**P.O. Box 29** **Hawk Run, PA 16840**
Current Address:	**State Route 2032** **Hawk Run, PA 16840**
Last Known Number:	**814-345-6522**

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 October 30, 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. **Bernard J. McGarry: 194-46-8671**

B. Employment Search:
Could not locate any employment information for the above named subject at this time.

C. Inquiry of Creditors:
The creditors indicated that Bernard J. McGarry resides at State Route 2032, Hawk Run, PA 16840.

II. Inquiry of Telephone Company

A. Directory Assistance Search:
The Telephone Company has Bernard J. McGarry listed with an address of State Route 2032, Hawk Run, PA 16840. The phone number is 814-345-6522. Called number and verified that the above named subject does reside at State Route 2032.

III. Inquiry of Neighbors
N/A

IV. Inquiry of Post Office

A. National Address Update:
As of October 30, 2001 the National Change of Address has no forwarding record for Bernard J. McGarry listed at State Route 2032, Hawk Run, PA 16840.

V. Inquiry of DMV
The Pennsylvania Department of Motor Vehicles has Bernard J. McGarry listed at State Route 2032, Hawk Run, PA 16840.

EXHIBIT B

EKL DATA, INC
AFFIDAVIT OF GOOD FAITH INVESTIGATION

VI. Other Inquiries

A. Death Records:
As of October 30, 2001 the Social Security Death Index has no death record on file for Bernard J. McGarry under his social security number.

B. Public Licenses
None Found

C. County Voter Registration:
The county does not have Bernard J. McGarry listed as a registered voter with an address of State Route 2032, Hawk Run, PA 16840.

D. D.O.B.:
Bernard J. McGarry: 01/01/1956

E. Miscellaneous Information

Affiant George H Lewis III

Subscribed and sworn before me on October 30, 2001.

Notary Public

Notarial Seal
Ellen K Lewis
Lower Merion
My Commission Expires Feb. 24, 2003

EKL DATA, INC. ⊖ 66 Brookline Boulevard ⊖ Havertown, PA 19083
Tel.: 1-888-829-5768 ⊖ Fax: 610-446-2779 ⊖ email: ekl-data@home.com

EXHIBIT B

FEDERMAN AND PHELAN, L.L.P.
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

POSTMASTER
HAWK RUN, PA 16840

Request for Change of Address of Box holder
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address for the following:
NAME: MCGARRY, BERNARD J.
ADDRESS: PO BOX 29, HAWK RUN, PA, 16840
ACCOUNT NUMBER: 033753860300952
NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information.

The following information is provided in accordance with 39 CFR 265.5(d)(6)(ii). There is no fee for providing box holder information. The fee for providing change of address information is waived in accordance with 39 CRF 265.5(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester: ATTORNEY
2. Statue or regulation that empowers me to serve: N/A
3. The names of all parties to the litigation: ; MCGARRY, BERNARD J.
4. The court in which the case has been or will be heard: CCP, CLEARFIELD COUNTY
5. The docket or other identifying number: NOT YET AVAILABLE
6. The capacity in which this individual is to be served: PARTY TO CIVIL ACTION

WARNING
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION FOR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO $10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 USC SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

L. Phelan

Lawrence T. Phelan, Id. #32227
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Ste 400
Philadelphia, PA 19103-1814

FOR POST OFFICE USE ONLY

NEW ADDRESS (name & street address):
BERNARD J. McGARRY
P.O. BOX 232
PhilipsburG PA 16866

- __ No change of address order on file
- __ Moved, left no forwarding address
- __ Not known at address given
- __ No such address
- __ Good as addressed

EXHIBIT B

FEDERMAN AND PHELAN, L.L.P.
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

POSTMASTER
HAWK RUN, PA 16840

Request for Change of Address of Box holder
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address for the following:
NAME: MCGARRY, BERNARD J.
ADDRESS: STATE ROUTE 2032, HAWK RUN, PA, 16840
ACCOUNT NUMBER: 033753860300952
NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information.

The following information is provided in accordance with 39 CFR 265.5(d)(6)(ii). There is no fee for providing box holder information. The fee for providing change of address information is waived in accordance with 39 CRF 265.5(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester: ATTORNEY
2. Statute or regulation that empowers me to serve: N/A
3. The names of all parties to the litigation: ; MCGARRY, BERNARD J.
4. The court in which the case has been or will be heard: CCP, CLEARFIELD COUNTY
5. The docket or other identifying number: NOT YET AVAILABLE
6. The capacity in which this individual is to be served: PARTY TO CIVIL ACTION

WARNING
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION FOR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO $10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 USC SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

L. Phelan

Lawrence T. Phelan, I.D #32227
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Ste 400
Philadelphia, PA 19103-1814

FOR POST OFFICE USE ONLY
NEW ADDRESS (name & street address):

__ No change of address order on file
__ Moved, left no forwarding address
__ Not known at address given
__ No such address
__ Good as addressed

Bernard J. McGarry
P.O. Box 232
Philipsburg PA 16866

EXHIBIT B

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: June 18, 2002

Michele M. Bradford
Michele M. Bradford, Esquire

FILED

JUN 2 0 2002

William A. Shaw
Prothonotary

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	: NO. 01-1807-CD
Defendant(s)	

AFFIDAVIT OF SERVICE OF COMPLAINT
BY MAIL PURSUANT TO COURT ORDER

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons, **to BERNARD J. MCGARRY at STATE ROUTE 2032, HAWK RUN, PA 16840, P.O. BOX 29, HAWK RUN, PA 16840, P.O. BOX 232, PHILIPSBURG, PA 16866, 3476 MORRISDALE ALLPORT HIGHWAY, A/K/A RD #1 BOX 6, MORRISDALE, PA 16858, 114 SOUTH FRONT STREET, APARTMENT #11, PHILIPSBURG, PA 16866 and AMVETS: 16 WEST PRESQUEISLE STREET, PHILIPSBURG, PA 16866 on** **June 27, 2002**, in accordance with the Order of Court dated **JUNE 24, 2002**. 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: June 10, 2002

FILED

JUL 15 2002

m/11:23/noc c

William A. Shaw
Prothonotary

Frank Federman

FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ASSOCIATES HOME EQUITY, CONSUMER DISCOUNT COMPANY, INC., Plaintiffs,	:	
vs.	:	No. 01 – 1807 - C.D.
BERNARD J. MCGARRY and LINDA M. MCGARRY, Defendants.	:	
	:	Type of case: Civil
	:	Type of pleading: Answer
	:	Filed on behalf of: Defendant, Linda M. McGarry
	:	Counsel for Defendant: Frederick M. Neiswender, Esquire Supreme Court No. 74456 501 East Market Street, Suite 3 Clearfield, Pennsylvania 16830 (814) 765-6500

FILED

JUL 30 2002

01253/2cc atty Neiswender

William A. Shaw
Prothonotary

E&S

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ASSOCIATES HOME EQUITY, CONSUMER DISCOUNT COMPANY, INC., Plaintiffs, vs. BERNARD J. MCGARRY and LINDA M. MCGARRY, Defendants.	:	No. 01 – 1807 - C.D.

ANSWER

NOW, comes the Defendant, LINDA M. MCGARRY, by and through her attorney, FREDERICK M. NEISWENDER, ESQUIRE and makes her Answer to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Defendant does not have sufficient knowledge to answer this paragraph.
4. Admitted.
5. Denied. Defendant was never notified that she was behind on her mortgage payments until she received Plaintiff's Complaint. Thereafter, Plaintiff refused Defendant's attempts to make payments on the overdue balance.
6. Defendant does not have sufficient knowledge to answer this paragraph.
7. Denied, Plaintiff must prove entitlement to attorney's fees and strict proof of such is demanded.
8. Admitted.

9. Denied.

(i.) Defendant has set up a meeting with an authorized credit counseling agency and intends pursue payment of the mortgage in question.

(ii.) Defendant's application with the Pennsylvania Housing Finance Agency has not been rejected.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

Respectfully submitted,

Frederick M. Neiswender

Frederick M. Neiswender
Counsel for Defendant

LINDA M. MCGARRY hereby states that she is the Defendant in this action and that the statements of fact made in the foregoing Answer are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 7-30-02

Linda M McGarry

LINDA M. MCGARRY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ASSOCIATES HOME EQUITY, CONSUMER DISCOUNT COMPANY, INC., Plaintiffs,	:	
vs.	:	No. 01 – 1807 - C.D.
BERNARD J. MCGARRY and LINDA M. MCGARRY, Defendants.	:	

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer was made upon Associates Home Equity Consumer Discount Company, Inc., by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Frank Federman, Esquire, on July 30, 2002, at the following address:

Frank Federman, Esquire
Federman and Phelan, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, Pennsylvania 19103-1814

Frederick M. Neiswender
Frederick M. Neiswender, Esquire
Counsel for Defendant
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

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

**ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE
COPPELL, TX 75019**

vs.

**BERNARD J. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840
LINDA M. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840**

**: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: NO. 01-1807-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 **BERNARD J. MCGARRY and LINDA M. MCGARRY**, 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	**$40,687.33**
Interest - **10/1/01-7/31/02**	**$ 3,426.08**
TOTAL	**$44,113.41**

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. William Shaw

DATE: 8/5/02

PRO PROTHY

FILED

AUG 0 5 2002
m/12:05/ atty Federman
William A. Shaw
Prothonotary
Pd 20.00
Notc to Dys.
Stat. to atty.

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840

DATE OF NOTICE: JULY 18, 2002

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

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
P.O. BOX 29
HAWK RUN, PA 16840

DATE OF NOTICE: **JULY 18, 2002**

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FILE COPY

Frank Federman

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
P.O. BOX 232
PHILIPSBURG, PA 16866

DATE OF NOTICE: <u>JULY 18, 2002</u>

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

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
3476 MORRISDALE ALLPORT HIGHWAY,
A/K/A RD #1 BOX 6
MORRISDALE, PA 16858

DATE OF NOTICE: JULY 18, 2002

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

FILE COPY

Frank Federman

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
114 SOUTH FRONT STREET,
APARTMENT #11
PHILIPSBURG, PA 16866

DATE OF NOTICE: JULY 18, 2002

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.

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CLEARFIELD COUNTY
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CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

FILE COPY

Frank Federman
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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
AMVETS:
16 WEST PRESQUEISLE STREET
PHILIPSBURG, PA 16866

DATE OF NOTICE: JULY 18, 2002

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CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. Plaintiff	: COURT OF COMMON PLEAS
	: CIVIL DIVISION
vs.	: CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	: NO. 01-1807-CD
Defendant	

TO: LINDA M. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840

DATE OF NOTICE: JULY 18, 2002

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CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman
Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 01-1807-CD

TO: LINDA M. MCGARRY
P.O. BOX 29
HAWK RUN, PA 16840

DATE OF NOTICE: JULY 18, 2002

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CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman
Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. Plaintiff	: COURT OF COMMON PLEAS
	: CIVIL DIVISION
vs.	: CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	: NO. 01-1807-CD
Defendant	

TO: LINDA M. MCGARRY
114 SOUTH FRONT STREET,
APARTMENT #11
PHILIPSBURG, PA 16866

DATE OF NOTICE: JULY 18, 2002

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.

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

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. Plaintiff	: COURT OF COMMON PLEAS
	: CIVIL DIVISION
vs.	: CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	: NO. 01-1807-CD
Defendant	

TO: LINDA M. MCGARRY
P.O. BOX 232
PHILIPSBURG, PA 16866

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Attorney for Plaintiff

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Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: LINDA M. MCGARRY
3476 MORRISDALE ALLPORT HIGHWAY,
A/K/A RD #1 BOX 6
MORRISDALE, PA 16858

DATE OF NOTICE: JULY 18, 2002

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1617 John F. Kennedy Boulevard Suite 1400
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(215) 563-7000

Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: LINDA M. MCGARRY
AMVETS:
16 WEST PRESQUEISLE STREET
PHILIPSBURG, PA 16866

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Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**

vs.

: **NO. 01-1807-CD**

BERNARD J. MCGARRY
LINDA M. MCGARRY

:

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 **BERNARD J. MCGARRY** is over 18 years of age and resides at **STATE ROUTE 2032, HAWK RUN, PA 16840.(PRESENT WHEREABOUTS UNKNOWN)**

(c) that defendant **LINDA M. MCGARRY** is over 18 years of age, and resides at **STATE ROUTE 2032, HAWK RUN, PA 16840.**

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 COPY
PENNSYLVANIA
STATEMENT OF JUDGMENT

Associates Home Equity Consumer Discount Company
Plaintiff(s)

No.: 2001-01807-CD

Real Debt: $44,113.41

Atty's Comm:

Vs.

Costs: $

Int. From:

Bernard J. McGarry
Linda M. McGarry
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: August 5, 2002

Expires: August 5, 2007

Certified from the record this 5th of August, 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

(Rule of Civil Procedure No. 236) - Revised

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.)
) **NO. 01-1807-CD**
Plaintiff

vs.

BERNARD J. MCGARRY)
LINDA M. MCGARRY)
Defendants

Notice is given that a Judgment in the above-captioned matter has been entered against you on August 5, 2002.

By: William Shaw ~~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

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 1111 NORTHPOINT DRIVE COPPELL, TX 75019	CLEARFIELD COUNTY COURT OF COMMON PLEAS CIVIL DIVISION
Plaintiff	NO. 01-1807-CD
vs.	
BERNARD J. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 16840 LINDA M. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 16840	
Defendant(s)	

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due $ 44,113.41

Interest from 8/1/02 (sale date) (per diem - $7.25) $________ and Costs

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

3 2002

William A. Shaw
Prothonotary

No. 01-1807-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Frank Federman
Attorney for Plaintiff

Address:	**STATE ROUTE 2032** **HAWK RUN, PA 16840**	**STATE ROUTE 2032** **HAWK RUN, PA 16840**

Where papers may be served.

ALL THAT CERTAIN message, tenement and tract of land situate, lying and between in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point along the Western side of a twelve (12) foot lane, said point being an Eastern corner of Hawley Fuel Coal, Inc., and also being the Southeast corner or a tract herein conveyed from the Ralph and Janice Thompson property; thence by said Thompson property North Eight Degrees Sixteen Minutes West (N 8^0 16' W) Seven hundred thirty-two and sixty-one hundredths feet (732.61') to a one inch pipe corner; thence by same South Eighty-Seven Degrees Twenty-Two Minutes West (S 87^0 22') Three hundred thirty-two and seventy five hundredths feet (332.75') to an iron rail corner, which is a common corner with Hawley Fuel Coal, Inc.; thence along Hawley Fuel Coal, Inc. South Ten Degrees Thirty-two Minutes East (S 10^0 32' E) Seven hundred thirty-six and nineteen hundredths feet (736.19') to an iron rail corner; thence by same North Eighty-seven Degrees Sixteen Minutes East (N 87^0 16' E) Three hundred three and forty-seven hundredths feet (303.47') to an iron pin corner and place of beginning. Containing Five and three tenths (5.3) acres.

TITLE TO SAID PREMISES IS VESTED IN Bernard J. McGarry and Linda M. McGarry, **husband** and wife by Deed from Ralph H. Thompson and Janice M. Thompson a/k/a Janis Thompson, husband and wife dated 3/20/1996, recorded 3/28/1996, in Deed Book 1746, Page 281.

FILED

AUG 0 5 2002

m/3:101 atty Fedarman pd 20.00

William A. Shaw
Prothonotary

6 Writs Sheriff

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

COPY

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 1111 NORTHPOINT DRIVE COPPELL, TX 75019 Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS CIVIL DIVISION
vs.	NO. 01-1807-CD
BERNARD J. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 16840 LINDA M. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 16840 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):

PremisesSTATE ROUTE 2032, HAWK RUN, PA 16840
(see attached legal description)

Amount Due	$ 44,113.41
Interest from 8/1/02 (sale date) (per diem - $7.25)	$________
Prothonotary Costs:	$ 407.11
Total	$________ Plus Costs as endorsed.

William A. Shaw

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

Dated: August 5, 2002
(Seal) No. 01-1807-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Attorney for Plaintiff

Address: **STATE ROUTE 2032** **STATE ROUTE 2032**
HAWK RUN, PA 16840 **HAWK RUN, PA 16840**

Where papers may be served.

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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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE
COPPELL, TX 75019
vs.
BERNARD J. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840
LINDA M. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**
: **NO. 01-1807-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 **BERNARD J. MCGARRY**, 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:

DAMAGES TO BE ASSESSED AT A LATER DATE

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: 8-20-02

William A. Shaw
PRO PROTHY

FILED
AUG 20 2002
m/9:30/atty Federman
William A. Shaw pd 20.00
Prothonotary not. to Def.

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840

DATE OF NOTICE: JULY 18, 2002

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Frank Federman, Esquire
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Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
	: CIVIL DIVISION
Plaintiff	: CLEARFIELD COUNTY
vs.	
	: NO. 01-1807-CD
BERNARD J. MCGARRY LINDA M. MCGARRY	
Defendant(s)	

TO: BERNARD J. MCGARRY
P.O. BOX 29
HAWK RUN, PA 16840

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Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 01-1807-CD

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Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
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A/K/A RD #1 BOX 6
MORRISDALE, PA 16858

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Frank Federman, Esquire
Attorney for Plaintiff

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BY: FRANK FEDERMAN, ESQUIRE
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Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
114 SOUTH FRONT STREET,
APARTMENT #11
PHILIPSBURG, PA 16866

DATE OF NOTICE: <u>JULY 18, 2002</u>

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(215) 563-7000

Attorney for Plaintiff

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
AMVETS:
16 WEST PRESQUEISLE STREET
PHILIPSBURG, PA 16866

DATE OF NOTICE: JULY 18, 2002

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

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**

: **NO. 01-1807-CD**

:

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 **BERNARD J. MCGARRY** is over 18 years of age and resides at **STATE ROUTE 2032, HAWK RUN, PA 16840.**

(c) that defendant **LINDA M. MCGARRY** is over 18 years of age, and resides at **STATE ROUTE 2032, HAWK RUN, PA 16840.**

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

FRANK FEDERMAN, ESQUIRE

(Rule of Civil Procedure No. 236) - Revised

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. Plaintiff	))	**NO. 01-1807-CD**
vs.		
BERNARD J. MCGARRY **LINDA M. MCGARRY** Defendants	))	

Notice is given that a Judgment in the above-captioned matter has been entered against you on August 20, 2002.

By: Willie [signature] 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.

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC	: **CLEARFIELD County**
	: **Court of Common Pleas**
Plaintiff	: **CIVIL DIVISION**
vs.	: **NO. 01-1807 CD**
BERNARD J. MCGARRY LINDA M. MCGARRY	:
Defendant(s)	

PRAECIPE TO VACATE JUDGMENT WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly vacate the Judgment which was entered on **AUGUST 5, 2002** against BERNARD J. MCGARRY and LINDA M. MCGARRY, Defendants, in the amount of $44,113.41 relative to the instant matter, without prejudice, upon payment of your costs only.

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Dated: August 14, 2002

FILED
AUG 21 2002
0/11:42/no cc
William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP
By: KEVIN P. DISKIN, ESQUIRE
Identification No. 86727
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Associates Home Equity Consumer Discount Company, Inc.
1111 Northpoint Drive
Coppell, TX 75019

Plaintiff

vs.

Bernard J. McGarry
Linda M. McGarry
State Route 2032
Hawk Run, PA 16840
Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 01-1807-CD

CERTIFICATION OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Plaintiff's Motion for Summary Judgment, Brief in Support thereof, and attached exhibits have been served on Defendants via first class mail on the date listed below:

Frederick M. Neiswender, Esquire
501 East Market Street, Suite 3
Clearfield, PA 16830
(Attorney for Linda M. McGarry)

Bernard J. McGarry
State Route 2032
Hawk Run, PA 16840

Date: 8/23/02

Kevin P. Diskin, Esquire
Attorney for Plaintiff

FILED

AUG 27 2002

William A. Shaw
Prothonotary

FILED NO CC

m/11:03 ~~BH~~
AUG 27 2002

William A. Shaw
Prothonotary

KEG

ajd/forms/forms/mcgarry

FEDERMAN AND PHELAN, LLP
By: KEVIN P. DISKIN, ESQUIRE
Identification No. 86727
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Attorney for Plaintiff

FILED

OCT 28 2002

William A. Shaw
Prothonotary

Associates Home Equity Consumer Discount Company, Inc.
1111 Northpoint Drive
Coppell, TX 75019

Plaintiff

vs.

Bernard J. McGarry
Linda M. McGarry
State Route 2032
Hawk Run, PA 16840
Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 01-1807-CD

ORDER

AND NOW, this 25 day of Oct, 2002 upon consideration of Plaintiff's Motion for Summary Judgment and Brief in Support thereof, and upon consideration of the Response, if any, filed by Defendant, the Court determines that Plaintiff is entitled to Summary Judgment as a matter of law, and it is hereby:

ORDERED and DECREED that an in rem judgment is entered in favor of Plaintiff and against Defendant, Linda M. McGarry, for $40,687.33 plus interest from October 1, 2001 at the rate of $11.27 per diem and other costs and charges collectible under the mortgage, for foreclosure and sale of the mortgaged property; Said property not to be offered at Sheriff Sale ~~until~~ before Nov 25 2002.

BY THE COURT:

J.

FILED

0/2:52 BN
OCT 2 8 2002

William A. Shaw
Prothonotary

2cc
Atty Diskin
(made photocopies of
orig. w/ Judge's note)
stamped sig.

FEDERMAN AND PHELAN, LLP
By: KEVIN P. DISKIN, ESQUIRE
Identification No. 86727
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

FILED

AUG 27 2002

William A. Shaw
Prothonotary

Associates Home Equity Consumer Discount Company, Inc.
1111 Northpoint Drive
Coppell, TX 75019
Plaintiff
vs.

Bernard J. McGarry
Linda M. McGarry
State Route 2032
Hawk Run, PA 16840
Defendants

: Court of Common Pleas
: Civil Division

: Clearfield County

: No. 01-1807-CD

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 THE PROPERTY.

MOTION FOR SUMMARY JUDGMENT

Plaintiff respectfully requests that the Court enter an Order granting summary judgment in its favor in the above-captioned matter and in support thereof avers as follows:

1. There are no material issues of fact.

2. Plaintiff is seeking only an in rem judgment in this mortgage foreclosure action.

3. Defendant, Bernard J. McGarry, **has** failed to file an Answer to the Complaint, and Plaintiff will enter a default judgment against **him**.

4. Defendant, Linda M. McGarry, **has** filed an Answer to the Complaint in which **she has** effectively admitted all of the allegations of the Complaint, as is further addressed in Plaintiff's attached Brief.

5. In **her** Answer, Defendant improperly **denies** paragraphs five and six of the Complaint, which aver the default and the amounts due on the Mortgage. True and correct copies of Plaintiff's Mortgage Foreclosure Complaint and Defendant's Answer are attached hereto, incorporated herein by

reference, and marked as Exhibits C and D, respectively.

6. Defendant **has** failed to sustain **her** burden of presenting facts, which contradict the averments of Plaintiff's Complaint.

7. Defendant executed the Mortgage promising to repay the loan on a monthly basis. A true and correct copy of the Mortgage, which is recorded in the Office of the Recorder of Clearfield County in Mortgage Book No. 1955, Page 94, is attached hereto, made part hereof, and marked Exhibit A. A true and correct copy of the Note is also attached hereto, made part hereof, and marked Exhibit A1.

8. The Mortgage is due for the July 1, 2001 payment, a period in excess of fourteen months. An Affidavit confirming the default and the amount of the debt is attached hereto, incorporated herein by reference, and marked as Exhibit B.

9. Defendant **has** admitted that Plaintiff has complied with Act 6 of 1974 and Act 91 of 1983.

10. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because Defendant **has** failed to meet with an authorized credit-counseling agency in accordance within thirty (30) days as explained in Plaintiff's written notice to Defendant. A true and correct copy of the Notice of Homeowner's Emergency Mortgage Assistance Program is attached hereto, made part hereof, and marked Exhibit E.

11. Defendant **has** the right to reinstate the loan up until one hour before a scheduled Sheriff's Sale.

WHEREFORE, Plaintiff respectfully requests that an in rem judgment be entered in its favor for the amount due plus interest and costs as prayed for in the Complaint, for foreclosure and sale of the mortgaged property.

Respectfully submitted,

Kevin P. Diskin, Esquire
Attorney for Plaintiff

EXHIBIT A

53860300952

MORTGAGE

VOL 1955 PAGE 94

THIS MORTGAGE, entered into on 07/23/98, between BERNARD J. MCGARRY AND LINDA M. MCGARRY H/W of STATE ROUTE 2032 HAWK RUN, PA 16840- herein called "Mortgagor", and ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC., a NEW YORK corporation having an office and place of business at: 3220 TILLMAN DRIVE SUITE 101 BENSALEM, PA 19020-2032 herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Note dated the same as this Mortgage in the sum of $ 38,231.02, together with interest at the rate stated in the Note, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the TOWNSHIP of MORRIS, County of CLEARFIED COUNTY, Commonwealth of Pennsylvania, described as follows:

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART HEREOF

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining, herein called the "Mortgaged Premises." TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Note.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and other such hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the Mortgaged Premises, and will maintain the same in good order and repair.
5. In the event the Mortgagor sells, agrees to sell, conveys, assigns or alienates the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagor defaults in the making of any payment due and payable under said Note or in the keeping and performance by Mortgagors of any of the conditions of covenants of this Mortgage or said Note, Mortgagee shall be entitled to the rents, issues and profits from the Mortgaged Premises and Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and may proceed to judgment and execution to recover the balance due on said Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale, all as allowed by law, together with interest after judgment until the full amount due Mortgagee is paid.
7. In the event of default or upon abandonment of the Mortgaged Premises, the Mortgagee, in person or by agent, shall be entitled to enter upon, take possession of, and manage the property, and to collect the rents of the property including those past due. Any rents collected by the Mortgagee shall be applied first to payment of the costs of management of the property, collection of rents, and reasonable attorney's fees, and then to the sum secured by the Mortgage.

BUT PROVIDED ALWAYS, THAT IF Mortgagor does pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

M T G 1

Signed, Sealed and Delivered in the Presence of:

P D Rametta _______ Witness — X Bernard J McGarry — BERNARD J. MCGARRY

_______ Witness — X Linda M McGarry — LINDA M. MCGARRY

COMMONWEALTH OF PENNSYLVANIA } SS.
COUNTY OF Clearfield

On this 23RD day of July, 1998, before me, a Notary Public, came Bernard J McGarry and Linda M McGarry Mortgagor(s) above named, and acknowledge the within Mortgage to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

My commission expires: Notarial Seal Paul D. Rametta, Notary Public Spring Twp., Centre County My Commission Expires March 19, 2001 Member, Pennsylvania Association of Notaries

Paul D Rametta
Notary Public

PA FRNDBL01I

015519A

LEGAL DESCRIPTION

File No.	SS/1842
Mortgagee	Associates Home Equity Services Inc
Mortgagor	Bernard J. McGarry and Linda M. McGarry

All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-R9-162 and more fully described in a Deed dated 03/20/1996 and recorded in Clearfield County Deed/Record Book Volume 1746 , page 281.

CERTIFICATE OF RESIDENCE

I, P D Ramoetta of Real Estate Closing Company, Agent for Associates Home Equity Services, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is 3220 Tillman Dr. Suite 101 Bensalem PA 19020

WITNESS my hand, this 23rd day of July, 1998.

P D Ramoetta
(Signature)

(Type or print name)

(Title)

...by CERTIFY that this document ...ded in the Recorder's Office of ...field County, Pennsylvania.

Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:51pm 7-29-98
BY Real Est Closing C
FEES 15.50
Karen L. Starck, Recorder

MORTGAGED PREMISES:

Post Office

COMMONWEALTH OF PENNSYLVANIA } SS:
COUNTY OF ____________

RECORDED on this ____ day of ____________, ____ in the Office for Recording of Deeds of said County, in Mortgagee Book No. ______, Page ______.

RECORDER

PA FRNDBL01J

6185198

Entered of Record 7-29 1998 3:51pm Karen L. Starck, Recorder

EXHIBIT A1

NOTE

LENDER	BORROWER
ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 3220 TILLMAN DRIVE SUITE 101 BENSALEM, PA 19020-2032	BERNARD J. MCGARRY LINDA M. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 168

N O T E

LOAN DATE	PRINCIPAL	MATURITY DATE & FINAL PAYMENT D.
07/23/98	$38,231.02	08/01/13

"I," "me" and "my" refer to the borrower(s) named above. "You" and "your" refer to the lender named above.

REPAYMENT

I promise to pay you, at your office, the address of which is shown above, or at a different place if required by you, the Principal stated above together with interest calculated at the Agreed Rate of Interest shown below until fully paid. Interest accrues on a daily basis.

I will repay my loan by making the monthly payments set forth in the Payment Schedule below. Payments will be made on the same date of every month beginning on the first payment date until the loan is fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month.

My payments (whether regular payments or prepayments) will be applied first to any accrued unpaid interest, second to authorized charges (such as late fees or bad check fees), and thereafter to my outstanding principal balance, or in any other order you choose. Any late fees will be due and payable in addition to my regular payments.

Since interest accrues daily, if I do not regularly make my payments on the scheduled due dates, my regular payment amount may not be sufficient to pay the accrued interest, and therefore, the amount I borrowed may not decrease as scheduled.

Payment(s) in the amount(s) shown below will be due monthly as shown below.

AMOUNT	DUE DATE(S)
$ 389.83	Beginning 09/01/98 .
$ 28,884.95	Beginning 08/01/13 .
$ N/A	Beginning N/A .
$ N/A	Beginning N/A .
$ N/A	N/A

All amounts owed will be due and payable on the Final Payment Date shown above.

☒ *If this box is checked, the following provision applies.*

My loan is payable in full at the end of 15 year(s). A payment of $ 28,884.95 and all other amounts owed will be due and payable on the Final Payment Date shown above. The Alternative Mortgage Transaction Parity Act of 1982 governs this loan.

AGREED RATE OF INTEREST

The Agreed Rate of Interest on my loan is 10.900 % except as stated below.

☐ *If this box is checked, the following provision applies.*

From the effective date(s) shown below and for ____________ months thereafter, the Agreed Rate of Interest on my loan will be:

AGREED RATE OF INTEREST	EFFECTIVE DATE
____%	Beginning 7/28/98 .
____%	Beginning 7/28/98 .
____%	Beginning ____ .

Then the Agreed Rate of Interest will be that first stated above.

I agree to pay interest on the principal balance remaining after the Maturity Date shown above at the Agreed Rate of Interest in effect on that date, until the loan is paid in full.

DEFAULT

I will be in default if I fail to pay any payment or part of a payment on time or if I fail to comply with any of the terms of the Mortgage on the real estate given as security for this loan.

If I default, you have the right to declare the entire unpaid amount of my loan immediately due and payable without giving me notice of the default or asking me to pay. If this Note is secured by a mobile home, I will be given notice of my right to cure the default if I am entitled to this notice. If you declare the balance of my loan due and payable, you have the rights and remedies provided for in the Mortgage that secures this loan, including the right to require me to pay any deficiency.

NOTICE: See additional pages for additional loan terms.

PA FRNDSL01G

615517A
Rev 5-1-95

ATTORNEY FEES	I agree to pay reasonable attorney's fees if this Note is referred for collection to an attorney who is not your salaried employee.
PREPAYMENT	*I have the right to pay in advance at any time. If I prepay in full, no part of the loan fee will be refunded.*
BAD CHECK CHARGE	If any check or instrument given as payment on this indebtedness is dishonored, I agree to pay a service charge of $20.00.
DELAY IN ENFORCEMENT	You can delay enforcing your rights under this Note without losing them. If I default in complying with any of the terms of my loan and you do not declare the loan balance immediately due and payable, this *does not mean you cannot do so in the future if I default again.*
SECURITY FOR THIS LOAN	I give you a Mortgage dated the same date as this Note to assure payment of my loan.
ARBITRATION:	The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made part hereof by reference.

The Federal Depository Institutions Deregulation and Monetary Control Act of 1980 governs certain provisions of this loan.

BY SIGNING IN THE SPACE BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED A FULLY COMPLETED COPY OF THIS NOTE.

D L Marrotta
____________________ Witness

X Bernard J. McGarry — BERNARD J. MCGARRY — 7/23/98 Date

____________________ Witness

X Linda M. McGarry — LINDA M. MCGARRY — Date

NOTICE: See additional pages for additional loan terms.

PA FRND8L01H

6165178
Rev. 3-16-98

EXHIBIT B

PLAINTIFF'S AFFIDAVIT IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT

STATE OF Texas)
ss.
COUNTY OF Dallas)

Kay Webb, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Foreclosure Specialist of CitiFinancial Mortgage Company, Inc., mortgage servicing agent for Plaintiff in the within matter.

2. In said capacity, I am familiar with the account that forms the basis of the instant foreclosure action and am authorized to give this Affidavit.

3. I am the custodian of records for the within matter.

4. All proper payments made by Defendants have been credited to Defendants' accounts.

5. Defendants' mortgage payments due July 1, 2001 and each month thereafter are due and unpaid.

6. The amounts due on the mortgage were correctly stated in the Complaint as follows:

Principal Balance	$37,751.12
Interest	$1,386.21
June 1, 2001 through October 1, 2001	
(Per Diem $11.27)	
Attorney's Fees	$1,000.00
Cumulative Late Charges	$0.00
July 23, 1994 to October 1, 2001	
Cost of Suit and Title Search	$550.00
Subtotal	$40,687.33
Escrow Credit	$0.00
Escrow Deficit	$0.00
TOTAL	**$40,687.33**

7. Mortgagors have failed to reinstate the account or offer any reasonable solution to cure the arrears on the past due mortgage payments.

8. Plaintiff provided mortgagors with a Notice of Intention to Foreclose Mortgage, but Defendants did not take the necessary affirmative steps to avoid foreclosure.

9. Plaintiff continues to suffer unjust financial losses as it pays the taxes and insurance on the property as they become due to avoid a tax upset sale and/or loss to its collateral, all of which accrues to the benefit of Defendants and to the severe detriment of Plaintiff.

10. Plaintiff properly accelerated its mortgage to protect its interests.

Kay Webb

CitiFinancial Mortgage Company, Inc.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 20 DAY
OF August ,2002.

O. E. Mays II
NOTARY PUBLIC

NOTARY PUBLIC STATE OF TEXAS
Oran E. Mays II
Notary Public, State of Texas
My Comm. Expires 10/12/04

File Name and Number: **Bernard J. McGarry and Linda M. McGarry**, Account No.: **0002677932**

EXHIBIT C

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: Clearfield County
BERNARD J. MCGARRY LINDA M. MCGARRY	: No. 01-1807-CD
Defendants	

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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, ESQUIRE
Attorney for Plaintiff

Date: June 19, 2002

CAF, Svc Dept.

...ify this ... attested copy of the original statement filed in this case.

JUN 20 2002

Attest. Prothonotary

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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

TERM

NO. 01-1807-CD

v.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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.

June 20, 2002 Document Reinstated/Reissued to Sheriff/Attorney for service.
Deputy Prothonotary

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

'e hereby certify the
ithin to be a true and
orrect copy of the
iginal filed of record
FEDERMAN AND PHELAN

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

...rtify this ...
attested copy of the orig...
statement filed in this case.

FILED
NOV 08 2001
3:52pm
A. Shaw
Prothonotary

JUN 20 2002

Attest. William A. Shaw
Prothonotary

Loan #: 033753860300952

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

Plaintiff

TERM

v.

NO.

CLEARFIELD COUNTY

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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 #: 033753860300952

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:

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE,
COPPELL, TX 75019

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

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032,
HAWK RUN, PA 16840

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

3. On 7/23/98 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. 1955, Page 94.

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 7/1/01 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	$37,751.12
Interest 6/1/01 through 10/1/01 (Per Diem $11.27)	1,386.21
Attorney's Fees	1,000.00
Cumulative Late Charges 7/23/94 to 10/1/01	0.00
Cost of Suit and Title Search	550.00
Subtotal	$40,687.33
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	$ 0.00
TOTAL	$40,687.33

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 $40,687.33, together with interest from 10/1/01 at the rate of $11.27 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: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun.PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun. PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun.PA. 16840-0232

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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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS: **State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.: **033753860300952**
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.

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at $368.83 per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	**$1,106.49**

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 $1,106.49, 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, 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. The 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 costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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

<u>RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE</u>-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, <u>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.</u> 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.

<u>EARLIEST POSSIBLE SHERIFF'S SALE DATE</u>-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.

<u>HOW TO CONTACT THE LENDER:</u> **CITIFINANCIAL MORTGAGE COMPANY, INC.**
2533 Mount Holly Road
Burlington, NJ 08016
(800) 423-8158
Attention: Collections Department

<u>EFFECT OF SHERIFF'S SALE</u>-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.

<u>ASSUMPTION OF MORTGAGE</u>-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.

<u>YOU MAY ALSO HAVE THE RIGHT:</u>

- 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

XHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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
346 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7900 FAX (215) 375-[illegible]

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-[illegible]

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) 788-5062 [illegible]
FAX (717) 399-4127

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

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 563-7120

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 [illegible]
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2900 FAX (215) 744-2012

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

American Credit Counseling Institute

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

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2219 FAX (610) 265-4914

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9424 FAX (215) [illegible]-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) [illegible] FAX (814) [illegible]

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 [illegible]
State College, PA 16801
(814) 238-3668 FAX (814) 238-3664

EXHIBIT A

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL #124-R9-152 and being more fully described in a deed dated 03/20/1996, and recorded 03/28/1996, among the land records of the county and state set forth above, in Deed Book 1746, page 231.

PREMISES ON: STATE ROUTE 2032, HAWK RUN, PA 16840

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: 10/27/03

EXHIBIT D

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ASSOCIATES HOME EQUITY, CONSUMER DISCOUNT COMPANY, INC., Plaintiffs,	:	
vs.	:	No. 01 – 1807 - C.D.
BERNARD J. MCGARRY and LINDA M. MCGARRY, Defendants.	:	

ANSWER

NOW, comes the Defendant, LINDA M. MCGARRY, by and through her attorney, FREDERICK M. NEISWENDER, ESQUIRE and makes her Answer to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Defendant does not have sufficient knowledge to answer this paragraph.
4. Admitted.
5. Denied. Defendant was never notified that she was behind on her mortgage payments until she received Plaintiff's Complaint. Thereafter, Plaintiff refused Defendant's attempts to make payments on the overdue balance.
6. Defendant does not have sufficient knowledge to answer this paragraph.
7. Denied, Plaintiff must prove entitlement to attorney's fees and strict proof of such is demanded.
8. Admitted.

9. Denied.

(i.) Defendant has set up a meeting with an authorized credit counseling agency and intends pursue payment of the mortgage in question.

(ii.) Defendant's application with the Pennsylvania Housing Finance Agency has not been rejected.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

Respectfully submitted,

Frederick M. Neiswender

Frederick M. Neiswender
Counsel for Defendant

LINDA M. MCGARRY hereby states that she is the Defendant in this action and that the statements of fact made in the foregoing Answer are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 7-30-02

Linda M McGarry

LINDA M. MCGARRY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ASSOCIATES HOME EQUITY, CONSUMER DISCOUNT COMPANY, INC., Plaintiffs,	:	
vs.	:	No. 01 – 1807 - C.D.
BERNARD J. MCGARRY and LINDA M. MCGARRY, Defendants.	:	

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer was made upon Associates Home Equity Consumer Discount Company, Inc., by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Frank Federman, Esquire, on July 30, 2002, at the following address:

Frank Federman, Esquire
Federman and Phelan, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, Pennsylvania 19103-1814

Frederick M. Neiswender

Frederick M. Neiswender, Esquire
Counsel for Defendant
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

EXHIBIT E

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: September 26, 2001

TO: Bernard J. McGarry
State Route 2032
Hawkrun,PA.16840-0232

Linda McGarry
State Route 2032
Hawkrun. PA. 16840-0232

Bernard J. McGarry
PO Box 29
Hawkrun. PA.16840-0232

Linda McGarry
PO Box 29
Hawkrun,PA. 16840-0232

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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 INMEDITAMENTE 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.

EXHIBIT A

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S):	Bernard J. McGarry and Linda McGarry
PROPERTY ADDRESS:	**State Route 2032-Hawkrun.PA. 16840-0232**
LOAN ACCT. NO.:	**033753860300952**
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.

EXHIBIT A

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: State Route 2032-Hawkrun,PA. 16840-0232 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: 7/1/01thru 9/1/01 at $368.83 per month.

Monthly Payments Plus Late Charges Accrued	$1,106.49
NSF:	$0.00
Inspections:	$
Other:	$
(Suspense):	$
Total amount to cure default	$1,106.49

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 $1,106.49, 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, 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. The 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 owed to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

EXHIBIT A

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

<u>RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE</u>-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, <u>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.</u> 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.

<u>EARLIEST POSSIBLE SHERIFF'S SALE DATE</u>-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.

<u>HOW TO CONTACT THE LENDER:</u> **CITIFINANCIAL MORTGAGE COMPANY, INC.**
2533 Mount Holly Road
Burlington, NJ 08016
(800) 423-8158
Attention: Collections Department

<u>EFFECT OF SHERIFF'S SALE</u>-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.

<u>ASSUMPTION OF MORTGAGE</u>-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.

<u>YOU MAY ALSO HAVE THE RIGHT:</u>

- 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

EXHIBIT A

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.: 033753860300952

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number
7160 3901 9844 5822 8982
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 8999
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9002
SENDERS RECORD

Certified Article Number
7160 3901 9844 5822 9019
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) 375-7560 FAX (215) 375-7[illegible]

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-9625 FAX (215) 426-3122

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) 788-5062 (H.O. [illegible])
FAX (717) 399-4127

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

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 563-7[illegible]

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

Philadelphia Council For Community Adv
100 North 17th Street, Suite [illegible]
Philadelphia, PA 19103
(215) 567-7803 FAX (215) [illegible]

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2960 FAX (215) 744-[illegible]

CCCS of Delaware Valley, Marshall Bldg
790 E. Market St., Suite 2[illegible]
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates Street
Coatesville, PA 19320
(888) 212-[illegible]

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) [illegible]-2210 FAX (610) 265-49[illegible]

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-942[illegible] FAX (215) [illegible]-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) [illegible] FAX (814) [illegible]

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 157[illegible]
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA
1031 South Atherton St. Suite [illegible]
State College, PA 168[illegible]
(814) 238-3668 FAX (814) 238-[illegible]

EXHIBIT A

VERIFICATION

Kevin P. Diskin, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Motion for Summary Judgment and Brief are true and correct to the best of his knowledge, information, and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

8/23/02
Date

Kevin P. Diskin, Esquire
Attorney for Plaintiff

FILED NO CC

m/11:03 BY

AUG 27 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT COMPANY, INC.
1111 NORTHPOINT DRIVE
COPPELL, TX 75019

No.: 01-1807-CD

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840

PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against BERNARD J. MCGARRY, 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	$40,687.33
Interest (10/1/01 to 10/28/02)	4,429.11
TOTAL	**$45,116.44**

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: 1/21/03

William A. Shaw
PRO PROTHY

JM

FILED

JAN 21 2003

William A. Shaw
Prothonotary

(Rule of Civil Procedure No. 236) - Revised

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT COMPANY, INC.

Plaintiff No.: 01-1807-CD

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered against you on January 21, 2003.

By: ____________________ DEPUTY

If you have any questions concerning this matter please contact:

Frank Feder

FRANK FEDERMAN, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(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.

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840

DATE OF NOTICE: JULY 18, 2002

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

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
P.O. BOX 29
HAWK RUN, PA 16840

DATE OF NOTICE: JULY 18, 2002

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FILE COPY

Frank Federman
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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.	: COURT OF COMMON PLEAS
Plaintiff	: CIVIL DIVISION
vs.	: CLEARFIELD COUNTY
BERNARD J. MCGARRY LINDA M. MCGARRY	: NO. 01-1807-CD
Defendant(s)	

**TO: BERNARD J. MCGARRY
P.O. BOX 232
PHILIPSBURG, PA 16866**

DATE OF NOTICE: JULY 18, 2002

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CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
3476 MORRISDALE ALLPORT HIGHWAY,
A/K/A RD #1 BOX 6
MORRISDALE, PA 16858

DATE OF NOTICE: JULY 18, 2002

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CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

FILE COPY

Frank Federman
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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 01-1807-CD

TO: **BERNARD J. MCGARRY**
114 SOUTH FRONT STREET,
APARTMENT #11
PHILIPSBURG, PA 16866

DATE OF NOTICE: **JULY 18, 2002**

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CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendant(s)

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1807-CD

TO: BERNARD J. MCGARRY
AMVETS:
16 WEST PRESQUEISLE STREET
PHILIPSBURG, PA 16866

DATE OF NOTICE: JULY 18, 2002

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

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

FILE COPY

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION 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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

CLEARFIELD COUNTY

No.: 01-1807-CD

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

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, BERNARD J. MCGARRY, is over 18 years of age, and resides at STATE ROUTE 2032, HAWK RUN, PA 16840 .

(c) that defendant, LINDA M. MCGARRY, is over 18 years of age, and resides at STATE ROUTE 2032, HAWK RUN, PA 16840.

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

Frank Feder

FRANK FEDERMAN, ESQUIRE

FILED

m/12:50 BN

JAN 21 2003

William A. Shaw
Prothonotary

Atty pd. 20.00

1 CC & Notice to Def.

Statement to Atty

cc

COPY

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

Associates Home Equity Consumer Discount Company, Inc.
Plaintiff(s)

No.: 2001-01807-CD

Real Debt: $45,116.44

Atty's Comm:

Vs.

Costs: $

Int. From:

Bernard J. McGarry
Linda M. McGarry
Defendant(s)

Entry: $20.00

Instrument: Default Judgment against Bernard J. McGarry ONLY

Date of Entry: January 21, 2003

Expires: January 21, 2008

Certified from the record this 21st day of January, 2003.

____
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

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. **1111 NORTH POINT DRIVE** **COPPELL, TX 75019**	**: CLEARFIELD COUNTY** **: COURT OF COMMON PLEAS**
vs.	**: CIVIL DIVISION**
BERNARD J. MCGARRY **STATE ROUTE 2032** **HAWK RUN, PA 16840**	**: NO. 01-1807-CD**
LINDA M. MCGARRY **STATE ROUTE 2032** **HAWK RUN, PA 16840**	

PRAECIPE TO REDUCE ORDER TO JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Summary Judgment in favor of the Plaintiff and against **LINDA M. MCGARRY**, Defendant(s) in accordance with the Court's Order dated. Assess Plaintiff's damages against **BERNARD J. MCGARRY and LINDA M. MCGARRY** as follows:

As set forth in order	**$40,687.33**
Interest - **10/1/01 TO 10/28/02**	**$ 4,429.11**
TOTAL	**$45,116.44**

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. William A. Shaw

DATE: January 21, 2003

PRO PROTHY

FILED

JAN 21 2003

William A. Shaw
Prothonotary

d/forms/forms/mcgarry

FEDERMAN AND PHELAN, LLP
By: KEVIN P. DISKIN, ESQUIRE
Identification No. 86727
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Associates Home Equity Consumer Discount Company, Inc.
1111 Northpoint Drive
Coppell, TX 75019

Plaintiff

vs.

Bernard J. McGarry
Linda M. McGarry
State Route 2032
Hawk Run, PA 16840
Defendants

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 01-1807-CD

ORDER

AND NOW, this 28 day of Oct, 2002 upon consideration of Plaintiff's Motion for Summary Judgment and Brief in Support thereof, and upon consideration of the Response, if any, filed by Defendant, the Court determines that Plaintiff is entitled to Summary Judgment as a matter of law, and it is hereby:

ORDERED and DECREED that an in rem judgment is entered in favor of Plaintiff and against Defendant, Linda M. McGarry, for $40,687.33 plus interest from October 1, 2001 at the rate of $11.27 per diem and other costs and charges collectible under the mortgage, for foreclosure and sale of the mortgaged property; said property not to be offered at Sheriff Sale ~~until~~ before Nov 28, 2002

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

OCT 28 2002

Attest. Prothonotary/ Clerk of Courts

BY THE COURT:

/s/ JOHN K. REILLY, JR.

PRESIDENT JUDGE

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
: **CIVIL DIVISION**

: **NO. 01-1807-CD**

:

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 **BERNARD J. MCGARRY** is over 18 years of age and resides at **STATE ROUTE 2032, HAWK RUN, PA 16840.**

(c) that defendant **LINDA M. MCGARRY** is over 18 years of age, and resides at **STATE ROUTE 2032, HAWK RUN, PA 16840.**

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

FILED

Atty pd.
20.00

m/11:07 BN
JAN 21 2003

1CC Notice to Def.

William A. Shaw
Prothonotary

(Rule of Civil Procedure No. 236) - Revised

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

Plaintiff

vs.

NO. 01-1807-CD

BERNARD J. MCGARRY
LINDA M. MCGARRY

Defendants

To: Linda M. McGarry

Notice is given that a Judgment in the above-captioned matter has been entered against you on January 21, 2003.

By: [signature] 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

Associates Home Equity Consumer Discount Company, Inc.
Plaintiff(s)

Vs.

Bernard J. McGarry
Linda M. McGarry
Defendant(s)

No.: 2001-01807-CD

Real Debt: $45,116.44

Atty's Comm:

Costs: $

Int. From:

Entry: $20.00

Instrument: Order Judgment against Linda M. McGarry ONLY

Date of Entry: January 21, 2003

Expires: January 21, 2008

Certified from the record this 21st day of January, 2003.

____
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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. **1111 NORTH POINT DRIVE** **COPPELL, TX 75019**	**CLEARFIELD COUNTY** **COURT OF COMMON PLEAS** **CIVIL DIVISION**
Plaintiff	**NO. 01-1807-CD**
vs.	
BERNARD J. MCGARRY **STATE ROUTE 2032** **HAWK RUN, PA 16840** **LINDA M. MCGARRY** **STATE ROUTE 2032** **HAWK RUN, PA 16840**	
Defendant(s)	

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	$ 45,116.44	
Interest from 10/29/02 (sale date) (per diem - $7.42)	$ ________________	and Costs

Prothonotary costs 228.50

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 21 2003

William A. Shaw
Prothonotary

No. 01-1807-CD Term
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Attorney for Plaintiff

Address:

STATE ROUTE 2032	**STATE ROUTE 2032**
HAWK RUN, PA 16840	**HAWK RUN, PA 16840**

Where papers may be served.

ALL THAT CERTAIN message, tenement and tract of land situate, lying and between in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point along the Western side of a twelve (12) foot lane, said point being an Eastern corner of Hawley Fuel Coal, Inc., and also being the Southeast corner or a tract herein conveyed from the Ralph and Janice Thompson property; thence by said Thompson property North Eight Degrees Sixteen Minutes West (N 8^0 16' W) Seven hundred thirty-two and sixty-one hundredths feet (732.61') to a one inch pipe corner; thence by same South Eighty-Seven Degrees Twenty-Two Minutes West (S 87^0 22') Three hundred thirty-two and seventy five hundredths feet (332.75') to an iron rail corner, which is a common corner with Hawley Fuel Coal, Inc.; thence along Hawley Fuel Coal, Inc. South Ten Degrees Thirty-two Minutes East (S 10^0 32' E) Seven hundred thirty-six and nineteen hundredths feet (736.19') to an iron rail corner; thence by same North Eighty-seven Degrees Sixteen Minutes East (N 87^0 16' E) Three hundred three and forty-seven hundredths feet (303.47') to an iron pin corner and place of beginning. Containing Five and three tenths (5.3) acres.

<u>TITLE TO SAID PREMISES IS VESTED IN</u> Bernard J. McGarry and Linda M. McGarry, husband and wife by Deed from Ralph H. Thompson and Janice M. Thompson a/k/a Janis Thompson, husband and wife dated 3/20/1996, recorded 3/28/1996, in Deed Book 1746, Page 281.

FILED

m/ 1:26 6 CR

JAN 2 1 2003

William A. Shaw
Prothonotary

Atty pd. 20.00.

1 CC & 6 writs w/ prop. descr. to Shff

[illegible]

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. **1111 NORTH POINT DRIVE** **COPPELL, TX 75019** **Plaintiff**	**: CLEARFIELD COUNTY** **: COURT OF COMMON PLEAS** **: CIVIL DIVISION**
vs.	**: NO. 01-1807-CD**
BERNARD J. MCGARRY **STATE ROUTE 2032** **HAWK RUN, PA 16840** **LINDA M. MCGARRY** **STATE ROUTE 2032** **HAWK RUN, PA 16840** **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):

PremisesSTATE ROUTE 2032, HAWK RUN, PA 16840
(see attached legal description)

Amount Due	$ 45,116.44
Interest from 10/29/02 (sale date) (per diem - $7.42)	$__________
Total	$__________ Plus Costs as endorsed.

Prothonotary Costs 228.50

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

Dated: 1/21/03
(Seal) No. 01-1807-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Attorney for Plaintiff

Address: **STATE ROUTE 2032**
HAWK RUN, PA 16840

STATE ROUTE 2032
HAWK RUN, PA 16840

Where papers may be served.

ALL THAT CERTAIN message, tenement and tract of land situate, lying and between in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point along the Western side of a twelve (12) foot lane, said point being an Eastern corner of Hawley Fuel Coal, Inc., and also being the Southeast corner or a tract herein conveyed from the Ralph and Janice Thompson property; thence by said Thompson property North Eight Degrees Sixteen Minutes West (N 8^0 16' W) Seven hundred thirty-two and sixty-one hundredths feet (732.61') to a one inch pipe corner; thence by same South Eighty-Seven Degrees Twenty-Two Minutes West (S 87^0 22') Three hundred thirty-two and seventy five hundredths feet (332.75') to an iron rail corner, which is a common corner with Hawley Fuel Coal, Inc.; thence along Hawley Fuel Coal, Inc. South Ten Degrees Thirty-two Minutes East (S 10^0 32' E) Seven hundred thirty-six and nineteen hundredths feet (736.19') to an iron rail corner; thence by same North Eighty-seven Degrees Sixteen Minutes East (N 87^0 16' E) Three hundred three and forty-seven hundredths feet (303.47') to an iron pin corner and place of beginning. Containing Five and three tenths (5.3) acres.

<u>TITLE TO SAID PREMISES IS VESTED IN</u> Bernard J. McGarry and Linda M. McGarry, husband and wife by Deed from Ralph H. Thompson and Janice M. Thompson a/k/a Janis Thompson, husband and wife dated 3/20/1996, recorded 3/28/1996, in Deed Book 1746, Page 281.

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2001-01807-CD

Current Judge: John K. Reilly Jr.

Associates Home Equity Consumer Discount Company vs. Bernard J. McGarry, Linda M. McGarry

Mortgage Foreclosures

Date		Judge
11/01/2001	Filing: Complaint in Mortgage Foreclosure Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company,) Receipt number: 1833578 Dated: 11/01/2001 Amount: $80.00 (Check) Property is located in the Township of Morris, Clearfield County, Pennsylvania. Two CC Sheriff	No Judge
12/10/2001	Praecipe to Substitute Legal Description. Filed by s/Frank Federman, Esq. no cc	No Judge
12/13/2001	Sheriff Return, Complaint served on LINDA M. McGARRY. As to BERNARD J. McGARRY Complaint returned NOT FOUND. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
	Filing:Praecipe to Reissue Writ/Complaint Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1835533 Dated: 12/13/2001 Amount: $7.00 (Check) no cc Reissued to Sheriff	No Judge
02/11/2002	Filing:Praecipe to Reissue Writ/Complaint Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1838096 Dated: 02/11/2002 Amount: $7.00 (Check) 2 Complaints Reinstated to Sheriff	No Judge
03/08/2002	Sheriff Return, Now, Jan. 15, 2002, re: Attempted to serve Complaint upon BERNARD J. MC GARRY, Defendant, returned "NOT FOUND". So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
03/20/2002	Sheriff Return, Now, Mar. 12,2002, attempted to serve the within Complaint In Mortgage foreclosure on Bernard J. McGarry, Defendant by deputizing the Sheriff of Centre County. The return of Sheriff Nau is hereto attached and made a part of this return marked "Not Found", not seen by individuals questioned. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
04/19/2002	Filing:Praecipe to Reissue Writ/Complaint Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1841378 Dated: 04/19/2002 Amount: $7.00 (Check) 2 Comps. Reins. to Sheriff	No Judge
	Filing: Overage Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1841378 Dated: 04/19/2002 Amount: $.50 (Check)	No Judge
05/29/2002	Sheriff Return, Now, May 21, 2002, after diligent search in my Bailiwick I return the within Complaint In Mortgage Foreclosure "NOT FOUND" as to BERNARD J. McGARRY, Defendant. According to Post Office Department sill gets mail there but not often. No forwarding address. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
06/20/2002	Filing: Praecipe to Reinstate Action/Mortgage Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1844155 Dated: 06/20/2002 Amount: $7.00 (Check) 1 cert. with Reinstated Complaint to Atty.	No Judge
	Motion For Service Pursuant To Special Order Of Court. Filed by s/Michele M. Bradford, Esq. no cc	No Judge
	Certificate of Service, Motion For Service Pursuant to Special Order Of Court upon BERNARD J. & LINA M. MC GARRY. Filed by s/Michele M. Bradford, Esq. no cc	No Judge
06/24/2002	ORDER, AND NOW, this 24th day of June, 2002, re: Service may be made on BERNARD J. MCGARRY by certified and regular mail. by the Court, s/JKR,JR.,P.J. 1 cc Atty Federman	John K. Reilly Jr.

Case: 2001-01807-CD

Current Judge: John K. Reilly Jr.

Associates Home Equity Consumer Discount Company vs. Bernard J. McGarry, Linda M. McGarry

Mortgage Foreclosures

Date		Judge
07/15/2002	Affidavit of Service of Complaint by Mail, filed by Atty. Federman no Cert. Copies Sent by regular and Cert. Mail to the following persons, Bernard J. McGarry and AMVETS in accordance with the Order of Court dated June 24, 2002,	John K. Reilly Jr.
07/30/2002	Answer. Filed by s/Fredrick M. Neiswender, Esquire Verification s/Linda M. McGarry Certificate of Service 2 cc Atty Neiswender	John K. Reilly Jr.
08/05/2002	Filing:Praecipe For Judgment For Failure To Answer and Assessment of Damages in Favor of the Plaintiff and Against the Defendants in the Amount of $44,113.41 Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1846439 Dated: 08/05/2002 Amount: $20.00 (Check) Notice to Defendants Statement to Attorney	John K. Reilly Jr.
	Filing: Writ of Execution / Possession Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1846439 Dated: 08/05/2002 Amount: $20.00 (Check) 6 Writs to Sheriff	John K. Reilly Jr.
08/20/2002	Filing:Praecipe for Judgment For Failure To Answer and Assessment of Damages In Favor of the Plaintiff and Against the Defendant BERNARD J. MC GARRY Paid by: Federman, Frank Esq (attorney for Associates Home Equity Consumer Discount Company) Receipt number: 1847249 Dated: 08/20/2002 Amount: $20.00 (Check) Notice to Defendant	John K. Reilly Jr.
08/21/2002	Praecipe To Vacate Judgment Without Prejudice. filed by s/Frank Federman, Esq. no cc	John K. Reilly Jr.
08/27/2002	Motion For Summary Judgment. filed by s/Kevin P. Diskin, Esq. Verification s/Kevin P. Diskin, Esq. no cc	John K. Reilly Jr. upstairs
	Certificte of Service, Plaintiff's Motion for Summary Judgment, Brief in Support thereof and attached exhibits upon FREDERICK M. NEISWENDER, ESQ. and BERNARD J. MC GARRY. filed by s/Kevin B. Diskin, Esq. no cc	John K. Reilly Jr.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13687

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 11, 2003 @ 1:45 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF MAY 2, 2003 WAS SET.

FILED
01 9:47 AM
JAN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, MARCH 11, 2003 @ 1:45 P.M. O'CLOCK SERVED LINDA M. MCGARRY, DEFENDANT, AT HER RESIDENCE STATE ROUTE 2032, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA 16840, BY HANDING TO LINDA M. MCGARRY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 11, 2003 @ 2:40 P.M. SERVED BERNARD J. MCGARRY, DEFENDANT, AT THE CLEARFIELD COUNTY JAIL, 115 21ST STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERNARD J. MCGARRY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 12, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR MAY 2, 2003 DUE TO BANKRUPTCY FILING.

NOW, JANUARY 27, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13687

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 01-1807-CD

VS.

MCGARRY, BERNARD J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 28, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. THE SALE WAS STAYED BY THE PLAINTIFF'S ATTORNEY AND RETURNED AFTER TIME EXPIRED.

SHERIFF HAWKINS $199.84
SURCHARGE $40.00
PAID BY ATTORNEY

Sworn to Before Me This

27th Day Of Jan 2004

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

So Answers,

Chester A. Hawkins
Sheriff

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

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. 1111 NORTH POINT DRIVE COPPELL, TX 75019 Plaintiff	: CLEARFIELD COUNTY : COURT OF COMMON PLEAS : CIVIL DIVISION
vs.	: NO. 01-1807-CD
BERNARD J. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 16840 LINDA M. MCGARRY STATE ROUTE 2032 HAWK RUN, PA 16840 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):

PremisesSTATE ROUTE 2032, HAWK RUN, PA 16840
(see attached legal description)

Amount Due	$ 45,116.44
Interest from 10/29/02 (sale date) (per diem - $7.42)	$______________
Total	$______________ Plus Costs as endorsed.

Prothonotary Costs 228.50

Willie L. Shaw, Jr.
Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: 1/21/03
(Seal) No. 01-1807-CD Term

Received 1-21-03 @ 1:45 P.M.
Chester A. Hawkins
by Cynthia Butler Aughenbaugh

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC.

vs.

BERNARD J. MCGARRY
LINDA M. MCGARRY

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Attorney for Plaintiff

Address:

STATE ROUTE 2032 **HAWK RUN, PA 16840**	**STATE ROUTE 2032** **HAWK RUN, PA 16840**

Where papers may be served.

ALL THAT CERTAIN message, tenement and tract of land situate, lying and between in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point along the Western side of a twelve (12) foot lane, said point being an Eastern corner of Hawley Fuel Coal, Inc., and also being the Southeast corner or a tract herein conveyed from the Ralph and Janice Thompson property; thence by said Thompson property North Eight Degrees Sixteen Minutes West (N 8^0 16' W) Seven hundred thirty-two and sixty-one hundredths feet (732.61') to a one inch pipe corner; thence by same South Eighty-Seven Degrees Twenty-Two Minutes West (S 87^0 22') Three hundred thirty-two and seventy five hundredths feet (332.75') to an iron rail corner, which is a common corner with Hawley Fuel Coal, Inc.; thence along Hawley Fuel Coal, Inc. South Ten Degrees Thirty-two Minutes East (S 10^0 32' E) Seven hundred thirty-six and nineteen hundredths feet (736.19') to an iron rail corner; thence by same North Eighty-seven Degrees Sixteen Minutes East (N 87^0 16' E) Three hundred three and forty-seven hundredths feet (303.47') to an iron pin corner and place of beginning. Containing Five and three tenths (5.3) acres.

TITLE TO SAID PREMISES IS VESTED IN Bernard J. McGarry and Linda M. McGarry, husband and wife by Deed from Ralph H. Thompson and Janice M. Thompson a/k/a Janis Thompson, husband and wife dated 3/20/1996, recorded 3/28/1996, in Deed Book 1746, Page 281.

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NAME MCGARRY NO. 01-1807-CD

NOW, , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for 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	11.70
LEVY	15.00
MILEAGE	11.70
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	**199.84**

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
TOTAL DEED COSTS	**0.00**

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	45,116.44
INTEREST FROM 10/29/02	
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST	**45,116.44**

COSTS:

ADVERTISING	
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	199.84
LEGAL JOURNAL AD	
PROTHONOTARY	228.50
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	**428.34**

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

Law Offices
FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-181
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

March 12, 2003

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

ATTENTION: CINDY (814) 765-5915

Re: ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC. v. BERNARD J. MCGARRY LINDA M. MCGARRY
STATE ROUTE 2032
HAWK RUN, PA 16840
#01-1807-CD

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for . 5/2/03

The Defendant (s) filed a Chapter 13 Bankruptcy (No. 02- 4060) on December 30, 2002.

Very truly yours,

DGT

Dan G. Trautz