

02-78-0D  
CITIFINANCIAL, INC. -vs- TERRY A. SMITH et al

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

CitiFinancial, Inc., f/k/a : COURT OF COMMON PLEAS  
Commercial Credit Corporation : CIVIL DIVISION  
M.A.C.R.O. :  
7467 New Ridge Road, Suite 222 : Clearfield County  
Hanover, MD 21076 :  
Plaintiff :  
v. :

Terry A. Smith  
Tina L. Smith  
P.O. Box 56  
Buck Run Road  
Frenchville, PA 16836

Defendant(s)

NO. 02-78-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.**

LAWYERS REFERRAL SERVICE

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

800-932-0311

717-238-6715

E-Mail: [info@pabar.org](mailto:info@pabar.org)

Internet: [www.pabar.org](http://www.pabar.org)

FILED

JAN 16 2002

William A. Shaw  
Prothonotary

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademàs, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**Pennsylvania Lawyer Referral Service  
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Harrisburg, PA 17108  
800-932-0311  
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Internet: [www.pabar.org](http://www.pabar.org)**

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**LAW OFFICES OF MARK J. UDREN  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with P.A.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 56 Buck Run Road a/k/a RR1 Box 256

MUNICIPALITY/TOWNSHIP/BOROUGH: Girard Township

COUNTY: Clearfield

DATE EXECUTED: 04/11/96

DATE RECORDED: 04/12/96 BOOK: 1749 PAGE: 387

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by

said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.


6. The following amounts are due on the said Mortgage as of 11/14/01

Principal of debt due and unpaid	\$7,605.59
Interest at 14.47%	
from 6/27/01	
to 11/14/01	
(the per diem interest accruing on this debt is \$3.02 and that sum should be added each day after 11/14/01)	331.71
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	
(The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 11/14/01)	0.00
Late Charges	
(monthly late charge of \$20.00 should be added on the fifteenth of each month after 11/14/01)	20.00
Fees	280.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>380.28</u>
TOTAL	\$9,147.58

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$9,147.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
Attorney for Plaintiff  
Attorney I.D. No. 04302

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**APPENDIX "A"**

THE ADDRESS OF Box 256, Frenchville, PA 16836 Clearfield County  
AND IS DESCRIBED AS FOLLOWS:

All that certain piece or parcel of land situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 1 1/2" Iron pipe corner and being the Southwest corner of the lands herein described and also being the Southwest corner of the lands from which this is being conveyed; Thence, along line of lands of Alfred Tiemann North 8° 08' 31" East a distance of 575.18 feet to a 1 1/2" Iron pipe; Thence, along lands of John Fehrle North 8° 08' 31" East a distance of 436.89 feet to a 1" iron pipe; Thence, leaving said lands of John Fehrle along the residue of lands from which this is conveyed South 81° 51' 29" East a distance of 519.31 feet to a 1" iron pipe corner; Thence, still by same South 8° 08' 31" West a distance of 418.85 feet to a point being in the center of an unnamed tributary to Buck Run; Thence, along the centerline of said stream and the residue of lands from which this is conveyed the following courses and distances; South 42° 30' 00" West a distance of 42.50 feet; Thence, South 60° 22' 51" West a distance of 144.12 feet; Thence, South

LEA FIELD COUNTY  
ENTERED OF RECORD  
TIME 1:20 pm 11-19-86  
BY Robert Manning Rogers  
FEES 13.50  
Michael R. Little, Recorder



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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	Terry A. Smith Tina L. Smith
PROPERTY ADDRESS:	P.O. Box 56 Frenchville, PA 16836
LOAN ACCT. NO.:	38-0753-0207456
ORIGINAL LENDER:	Commercial Credit Corporation
CURRENT LENDER:	Citifinancial, Inc. f/k/a Commercial Credit Corporation

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

### **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the

program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES 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:

**P.O. Box 56  
Frenchville, PA 16836**

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:

**Partial Payment of \$121.36 from July 2001 = \$121.36**

**Monthly Payments of \$142.12 for August 28 2001 through October 28 2001 = \$426.36**

**Monthly Late Charges of \$20.00 for August 28 2001 through October 28 2001 = \$20.00**

**Other charges (explain/itemize): Title Report \$55.00**

**Appraisals \$225.00**

**TOTAL AMOUNT PAST DUE:**

**\$847.72**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$847.72, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Mark J. Udren & Associates  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034**

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

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to 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 mortgaged property could be held would be **approximately 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:**

<b>Name of Lender/Service:</b>	<b>Citifinancial, Inc. M.A.C.R.O.</b>
<b>Address:</b>	<b>7467 New Ridge Road</b>
	<b>Suite 222</b>
	<b>Hanover, MD. 21076</b>
<b>Phone Number:</b>	<b>(800) 446-7876</b>
<b>Fax Number:</b>	<b>(410) 689-1610</b>
<b>Contact Person:</b>	<b>Meryl Kessler</b>

**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 not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

## **NOTICE**

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**LAW OFFICES OF MARK J. UDREN**  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900

**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 DO 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.

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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**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 (412) 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 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

HERB 9T59 4000 046T T002

8034

**SENDER: COMPLETE THIS SECTION**

- ☐ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

TERRY A. SMITH  
P.O. Box 56  
Perryville, PA 16836

**COMPLETE THIS SECTION ON DELIVERY**

**A. Received by (Please Print Clearly)**

**B. Date of Delivery**

**C. Signature**

**X**

☐ Agent  
☐ Addressee

**D. Is delivery address different from item 1?**  
If YES, enter delivery address below:

☐ Yes  
☐ No

**3. Service Type**

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Restricted Delivery? (Extra Fee)
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.
- ☐ Yes

**2. Article Number**  
(Transfer from service label)

7201 1940 0004 6576 9834

PS Form 3811, March 2001

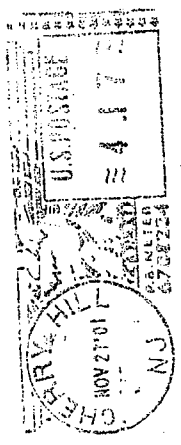
Domestic Return Receipt

102595-01-N-1424

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIATES**  
 1040 N. KINGS HIGHWAY  
 SUITE 500  
 CHERRY HILL, NJ 08034



7001 1940 0004 6516 9834



*Jersey A. Smith*  
*P.O. Box 56*  
*Frenchville, PA 16836*

561610

**CERTIFIED MAIL**  
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
 OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 4.57
Certified Fee	2.16
Return Receipt Fee (Endorsement Required)	1.52
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark  
Here

7001 1940 0004 6516 9834

**Sent To** *Jersey A. Smith*

**Street, Apt. No., or PO Box No.** *P.O. Box 56*

**City, State, ZIP+4** *Frenchville PA 16836*

PS Form 3800, January 2001 See Reverse for Instructions



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Terrell A Smith  
RR1 Box 207  
Frenchville, PA 16834

2. Article Number  
(Transfer from service label)

PS Form 3811, March 2001

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

C. Signature

X

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

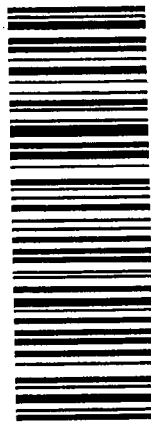
4. Restricted Delivery? (Extra Fee)

☐ Yes

70011946 0004 0576 9810

102595-01-M-1424

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIATE**  
 1040 N. KINGS HIGHWAY  
 SUITE 500  
 CHERRY HILL, NJ 08034



7001 1940 0004 6516 9810



*Jersey A. Smith*  
*RR1 Box 256*  
*Greenville, PA 16836*

7001 1940 0004 6516 9810

<b>U.S. Postal Service</b>	
<b>CERTIFIED MAIL RECEIPT</b>	
<i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	
<b>OFFICIAL USE</b>	
Postage	\$ 5.00
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17
Postmark Here	
Sent To <i>Jersey A. Smith</i>	
Street, Apt. No., or PO Box No. <i>RR1 Box 256</i>	
City, State, ZIP+4® <i>Greenville, PA 16836</i>	

PS Form 3800, January 2001 See Reverse for Instructions

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tina L Smith  
P.O. Box 50  
Flemingville, Pa. 16828

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature X

D. Is delivery address different from item 1? ☐ Agent ☐ Addressee  
If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (extra fee) ☐ Yes

2. Article Number

(Transfer from service label)

PS Form 3811, March 2001

Domestic Return Receipt

102995-01-M-1424

7001 1940 0004 6516 9827

PS Form 3800, January 2001 See Reverse for Instructions

Street Apt. No. or PO Box No. *Tina L. Smith*  
 City, State, ZIP+4 *Frenchville, PA 16836*

Postage	\$ .59
Certified Fee	2.16
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.17

Postmark Here

**OFFICIAL USE**

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only. No Insurance Coverage Provided)



LAW OFFICES  
 MARK J. UDREN & ASSOCIAT  
 1040 N. KINGS HIGHWAY  
 SUITE 500  
 CHERRY HILL, NJ 08034



7001 1940 0004 6516 9827

*Tina L. Smith*  
*P.O. Box 56*  
*Frenchville, PA 16836*

511610

PLACE STICKER ON ENVELOPE OR NOT IN BACK OF MAIL

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Tina Smith  
RR1 Box 252  
Fremenville, PA 16832

**COMPLETE THIS SECTION ON DELIVERY**

**A. Received by (Please Print Clearly)**

**B. Date of Delivery**

**C. Signature**

X

☐ Agent  
☐ Addressee

**D. Is delivery address different from item 1?**  
If YES, enter delivery address below:

☐ Yes  
☐ No

**3. Service Type**

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)**

☐ Yes

**2. Article Number**

(Transfer from service label)

PS Form 3811, March 2001

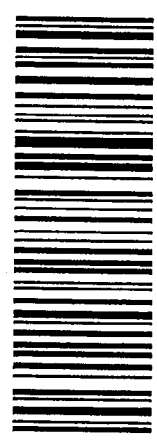
Domestic Return Receipt

102595-01-M-1424

5613e10

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIATES**  
1040 N. KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034

7001 1940 0004 6516 9803



CERTIFIED MAIL



*Tina L Smith*  
*RR1 Box 256*  
*Frenchville, PA 16836*

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 5.97	Postmark Here
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$4.17	

Sent to Tina L Smith  
Street Apt. No. or PO Box No. RR1 Box 256  
City, State, ZIP Frenchville, PA 16836

# V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



---

Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES

FILED

JAN 10 2002

Wm 1247 Latty  
William A. Shaw  
Prothonetary  
Uden pd \$80.00  
Acc Sheryl



MARK J. UDREN & ASSOCIATES

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

1040 N. KINGS HIGHWAY, SUITE 500

CHERRY HILL, NJ 08034

856-482-6900

CitiFinancial, Inc., f/k/a  
Commercial Credit Corporation  
M.A.C.R.O.  
7467 New Ridge Road, Suite 222  
Hanover, MD 21076

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 02-78-CD

v.

Terry A. Smith

Tina L. Smith

P.O. Box 56

Buck Run Road

Frenchville, PA 16836

Defendant(s)

PRAECIPE TO MARK SETTLED, DISCONTINUED AND ENDED

TO THE PROTHONOTARY:

Please mark the above captioned matter SETTLED, DISCONTINUED

and ENDED, upon payment of your costs only.



Mark J. Udren, Esquire  
Mark J. Udren & Associates  
Attorney for Plaintiff

Dated: March 5, 2002

**FILED**

MAR 08 2002

William A. Shaw  
Prothonotary

FILED *nee*

*M 11/18/01*  
MAR 08 2002

*copy to Mary*

William A. Shaw  
Prothonotary

*(Signature)*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CitiFinancial, Inc.

Vs.

No. 2002-00078-CD

Terry Allen Smith  
Tina Louise Smith

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 8, 2002, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$80.00 have been paid in full by Mark J. Udren, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of March A.D. 2002.

---

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11981

CITIFINANCIAL, INC. f/k/a COMMERCIAL CREDIT CORP.

02-78-CD

VS.

SMITH, TERRY A. & TINA L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 27, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO TERRY A. SMITH AND TINA L. SMITH, DEFENDANTS. NEVER RECEIVED ADDITIONAL SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
19.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.
10.00	SURCHARGE PAID BY: <i>atty</i>

Sworn to Before Me This

*11th* Day Of *Feb* <sup>2003</sup>  
*2002*  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*My Notary*  
Chester A. Hawkins  
Sheriff

FILED

FEB 11 2003  
6/11:30am  
William A. Shaw  
Prothonotary  
*no cc* *REP*

MARK J. UDREN & ASSOCIATES

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

1040 N. KINGS HIGHWAY, SUITE 500

CHERRY HILL, NJ 08034

856-482-6900

WE HEREBY CERTIFY THE  
WITHIN TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

CitiFinancial, Inc., f/k/a  
Commercial Credit Corporation  
M.A.C.R.O.

7467 New Ridge Road, Suite 222  
Hanover, MD 21076

Plaintiff

v.

Terry A. Smith

Tina L. Smith

P.O. Box 56

Buck Run Road

Frenchville, PA 16836

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 02-78-00

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

800-932-0311

717-238-6715

E-Mail: [info@pabar.org](mailto:info@pabar.org)

Internet: [www.pabar.org](http://www.pabar.org)

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

JAN 16 2002

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://www.pabar.org)**

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**LAW OFFICES OF MARK J. UDREN  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with P.A.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 56 Buck Run Road a/k/a RR1 Box 256

MUNICIPALITY/TOWNSHIP/BOROUGH: Girard Township

COUNTY: Clearfield

DATE EXECUTED: 04/11/96

DATE RECORDED: 04/12/96 BOOK: 1749 PAGE: 387

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by



said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.


6. The following amounts are due on the said Mortgage as of 11/14/01

Principal of debt due and unpaid	\$7,605.59
Interest at 14.47% from 6/27/01 to 11/14/01 (the per diem interest accruing on this debt is \$3.02 and that sum should be added each day after 11/14/01)	331.71
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 11/14/01)	0.00
Late Charges (monthly late charge of \$20.00 should be added on the fifteenth of each month after 11/14/01)	20.00
Fees	280.00
Attorneys Fees (anticipated and actual to 5% of principal)	380.28
TOTAL	\$9,147.58

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$9,147.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



---

Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
Attorney for Plaintiff  
Attorney I.D. No. 04302

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## APPENDIX "A"

THE ADDRESS OF Box 256, Frenchville, PA 16836 Clearfield County  
AND IS DESCRIBED AS FOLLOWS:

All that certain piece or parcel of land situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 1 1/2" Iron pipe corner and being the Southwest corner of the lands herein described and also being the Southwest corner of the lands from which this is being conveyed; Thence, along line of lands of Alfred Tiemann North 8° 08' 31" East a distance of 575.18 feet to a 1 1/2" Iron pipe; Thence, along lands of John Fehrle North 8° 08' 31" East a distance of 436.89 feet to a 1" iron pipe; Thence, leaving said lands of John Fehrle along the residue of lands from which this is conveyed South 81° 51' 29" East a distance of 519.31 feet to a 1" iron pipe corner; Thence, still by same South 8° 08' 31" West a distance of 418.85 feet to a point being in the center of an unnamed tributary to Buck Run; Thence, along the centerline of said stream and the residue of lands from which this is conveyed the following courses and distances; South 42° 30' 00" West a distance of 42.50 feet; Thence, South 60° 22' 51" West a distance of 144.12 feet; Thence, South

CLARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:49 PM  
BY *Robert H. Lyle*  
FEES 12.50  
Michael R. Lyle, Recorder

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Exhibit A

HOMEOWNER'S NAME(S):	Terry A. Smith Tina L. Smith
PROPERTY ADDRESS:	P.O. Box 56 Frenchville, PA 16836
LOAN ACCT. NO.:	38-0753-0207456
ORIGINAL LENDER:	Commercial Credit Corporation
CURRENT LENDER:	Citifinancial, Inc. f/k/a Commercial Credit Corporation

## **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

### **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the

program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face- to-face meeting.

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

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES 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:

**P.O. Box 56  
Frenchville, PA 16836**

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:

**Partial Payment of \$121.36 from July 2001 = \$121.36**

**Monthly Payments of \$142.12 for August 28 2001 through October 28 2001 = \$426.36**

**Monthly Late Charges of \$20.00 for August 28 2001 through October 28 2001 = \$20.00**

**Other charges (explain/itemize): Title Report \$55.00**

**Appraisals \$225.00**

**TOTAL AMOUNT PAST DUE:**

**\$847.72**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$847.72, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Mark J. Udren & Associates  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034**

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

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to 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 mortgaged property could be held would be **approximately 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:**

<b>Name of Lender/Service:</b>	<b>Citifinancial, Inc. M.A.C.R.O.</b>
<b>Address:</b>	<b>7467 New Ridge Road</b>
	<b>Suite 222</b>
	<b>Hanover, MD. 21076</b>
<b>Phone Number:</b>	<b>(800) 446-7876</b>
<b>Fax Number:</b>	<b>(410) 689-1610</b>
<b>Contact Person:</b>	<b>Meryl Kessler</b>

**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 not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

## **NOTICE**

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**LAW OFFICES OF MARK J. UDREN**  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900



**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 DO 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**

**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

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

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

HE86 9T59 4000 046T 1002

8034

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

TERRY A. SMITH  
P.O. Box 56  
Frenchville, PA 16836

**COMPLETE THIS SECTION ON DELIVERY**

**A. Received by (Please Print Clearly)** **B. Date of Delivery**

**C. Signature**

**X** ☐ Agent ☐ Addressee

**D. Is delivery address different from item 1?** ☐ Yes ☐ No  
If YES, enter delivery address below:

**3. Service Type**

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)** ☐ Yes

**2. Article Number**  
(Transfer from service label)

PS Form 3811, March 2001

Domestic Return Receipt

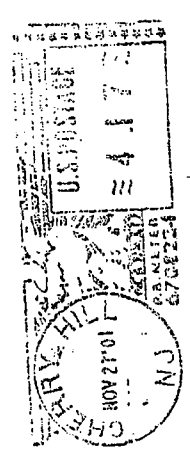
102595-01-M-1424

7001 1940 0204 6576 9834

11/15/04

LAW OFFICES  
MARK J. UDREN & ASSOCIATES  
1040 N. KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034

7001 1940 0004 6516 9834



Jersey A. Smith  
P.O. Box 56  
Frenchville, PA 16836

CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only. No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 4.59
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark Here

Sent To: Jersey A. Smith

Street, Apt. No., or PO Box No.: P.O. Box 56

City, State, ZIP+4: Frenchville PA 16836

PS Form 3800, January 2001 See Reverse for Instructions

100% DELIVERED  
MAIL DELIVERED BY FIRST CLASS MAIL PERMIT NO. 1000 NEW YORK, NY 10108

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TERRY A SMITH  
RR1 Box 250  
Pleasantville, PA 16834

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature X

☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☒ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

70011940 8004 0576 9870

PS Form 3811, March 2001

Domestic Return Receipt

102895-01-M-1424

7001 1940 0004 6516 9810

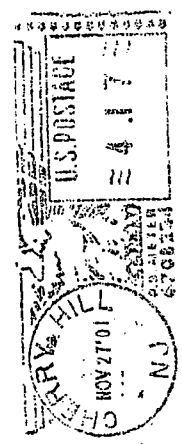
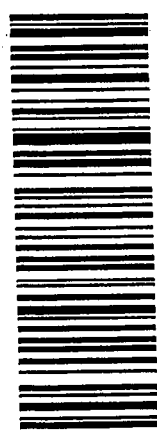
PS Form 3800, January 2001 See Reverse for Instructions

Sent To	JERRY A. SMITH		
Street, Apt. No., or PO Box No.	RR1 Box 256		
City, State, ZIP	Poncaville, PA 16836		

Postage	\$ 5.00	Postmark Here
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.19	

OFFICIAL USE

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only. No Insurance Coverage Provided)



**LAW OFFICES**  
**MARK J. UDREN & ASSOCIATE**  
 1040 N. KINGS HIGHWAY  
 SUITE 500  
 CHERRY HILL, NJ 08034

7001 1940 0004 6516 9810

*Jerry A. Smith*  
*RR1 Box 256*  
*Poncaville, PA 16836*

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tina L Smith  
P.O. Box 50  
Fremontville, Pa. 16828

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) \_\_\_\_\_ B. Date of Delivery \_\_\_\_\_

C. Signature \_\_\_\_\_

X

☐ Agent

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

7001 1940 0004 6576 9827

7001 1940 0004 6516 9827

PS Form 3800, January 2001 See Reverse for Instructions

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only. No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ .57
Certified Fee	2.16
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.17

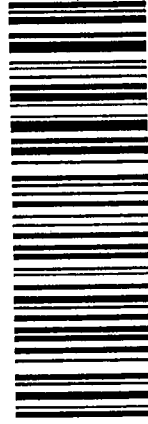
Sent To: *Tina L Smith*

Street, Apt. No.,  
 or PO Box No.: *P.O. Box 56*

City, State, ZIP+4: *Cherry Hill, NJ 08034*

Postmark Here

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIAT**  
**1040 N. KINGS HIGHWAY**  
**SUITE 500**  
**CHERRY HILL, NJ 08034**



7001 1940 0004 6516 9827



*Tina L. Smith*  
*P.O. Box 56*  
*Cherryville, PA 16836*

5616210

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

- ☐ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Tina Smith  
RR1 Box 252  
Frenchville, PA 16834

**COMPLETE THIS SECTION ON DELIVERY**

**A. Received by (Please Print Clearly)**

**B. Date of Delivery**

**C. Signature**

X

☐ Agent  
☐ Addressee

**D. Is delivery address different from item 1?** ☐ Yes  
If YES, enter delivery address below: ☐ No

**3. Service Type**

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)** ☐ Yes

**2. Article Number**

(Transfer from service label)

700119400004 65769803

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424



5613210

LAW OFFICES  
MARK J. UDREN & ASSOCIATES  
1040 N. KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034



7001 1940 0004 6516 9803



*Tina L Smith  
RR1 Box 256  
Frenchville, PA 16836*

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 5.59
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.19

Postmark  
Here

Sent to

*Tina L Smith*

Street, Apt. No.,  
or PO Box No.

*RR1 Box 256*

City, State, ZIP

*Frenchville, PA 16836*

PS Form 3800, January 2001

See Reverse for Instructions

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



---

Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES

MARK J. UDREN & ASSOCIATES  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
1040 N. KINGS HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034  
856-482-6900

ATTORNEY FOR PLAINTIFF

WE HEREBY CERTIFY THE  
WITHIN TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

CitiFinancial, Inc., f/k/a : COURT OF COMMON PLEAS  
Commercial Credit Corporation : CIVIL DIVISION  
M.A.C.R.O. :  
7467 New Ridge Road, Suite 222 : Clearfield County  
Hanover, MD 21076 :

Plaintiff

v.

Terry A. Smith  
Tina L. Smith  
P.O. Box 56  
Buck Run Road  
Frenchville, PA 16836

NO. 02-78-00

Defendant(s)

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

800-932-0311

717-238-6715

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

E-Mail: [info@pabar.org](mailto:info@pabar.org)

Internet: [www.pabar.org](http://www.pabar.org)

JAN 16 2002

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://www.pabar.org)**

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**LAW OFFICES OF MARK J. UDREN  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with P.A.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 56 Buck Run Road a/k/a RR1 Box 256

MUNICIPALITY/TOWNSHIP/BOROUGH: Girard Township

COUNTY: Clearfield

DATE EXECUTED: 04/11/96

DATE RECORDED: 04/12/96 BOOK: 1749 PAGE: 387

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by

said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.


6. The following amounts are due on the said Mortgage as of 11/14/01

Principal of debt due and unpaid	\$7,605.59
Interest at 14.47% from 6/27/01 to 11/14/01 (the per diem interest accruing on this debt is \$3.02 and that sum should be added each day after 11/14/01)	331.71
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 11/14/01)	0.00
Late Charges (monthly late charge of \$20.00 should be added on the fifteenth of each month after 11/14/01)	20.00
Fees	280.00
Attorneys Fees (anticipated and actual to 5% of principal)	380.28
TOTAL	\$9,147.58

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$9,147.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



---

Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES  
Attorney for Plaintiff  
Attorney I.D. No. 04302



VOL 1123 PAGE 94

## APPENDIX "A"

THE ADDRESS OF Box 256, Frenchville, PA 16836 Clearfield County  
AND IS DESCRIBED AS FOLLOWS:

All that certain piece or parcel of land situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 1 1/2" Iron pipe corner and being the Southwest corner of the lands herein described and also being the Southwest corner of the lands from which this is being conveyed; Thence, along line of lands of Alfred Tiemann North 8° 08' 31" East a distance of 575.18 feet to a 1 1/2" Iron pipe; Thence, along lands of John Fehrle North 8° 08' 31" East a distance of 436.89 feet to a 1" iron pipe; Thence, leaving said lands of John Fehrle along the residue of lands from which this is conveyed South 81° 51' 29" East a distance of 519.31 feet to a 1" iron pipe corner; Thence, still by same South 8° 08' 31" West a distance of 418.85 feet to a point being in the center of an unnamed tributary to Buck Run; Thence, along the centerline of said stream and the residue of lands from which this is conveyed the following courses and distances; South 42° 30' 00" West a distance of 42.50 feet; Thence, South 60° 22' 51" West a distance of 144.12 feet; Thence, South

CLERK FIELD COUNTY  
ENTERED OF RECORD  
TIME 1:20 pm 11-29-80  
BY *Michael R. Lytle*  
FEES 13.00  
Michael R. Lytle, Recorder

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Exhibit A

HOMEOWNER'S NAME(S):	Terry A. Smith Tina L. Smith
PROPERTY ADDRESS:	P.O. Box 56 Frenchville, PA 16836
LOAN ACCT. NO.:	38-0753-0207456
ORIGINAL LENDER:	Commercial Credit Corporation
CURRENT LENDER:	Citifinancial, Inc. f/k/a Commercial Credit Corporation

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the

program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face- to-face meeting.

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

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES 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:

P.O. Box 56  
Frenchville, PA 16836

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:

Partial Payment of \$121.36 from July 2001 = \$121.36

Monthly Payments of \$142.12 for August 28 2001 through October 28 2001 = \$426.36

Monthly Late Charges of \$20.00 for August 28 2001 through October 28 2001 = \$20.00

Other charges (explain/itemize): Title Report \$55.00

Appraisals \$225.00

**TOTAL AMOUNT PAST DUE:**

**\$847.72**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$847.72, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Mark J. Udren & Associates**  
**1040 N. Kings Highway, Suite 500**  
**Cherry Hill, NJ 08034**

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

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to 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 mortgaged property could be held would be **approximately 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:**

<b>Name of Lender/Service:</b>	<b>Citifinancial, Inc. M.A.C.R.O.</b>
<b>Address:</b>	<b>7467 New Ridge Road</b>
	<b>Suite 222</b>
	<b>Hanover, MD. 21076</b>
<b>Phone Number:</b>	<b>(800) 446-7876</b>
<b>Fax Number:</b>	<b>(410) 689-1610</b>
<b>Contact Person:</b>	<b>Meryl Kessler</b>

**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 not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

## **NOTICE**

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**LAW OFFICES OF MARK J. UDREN**  
/s/ Mark J. Udren, Esquire  
1040 N. Kings Highway, Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900

**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 DO 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.

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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**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 (412) 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 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

HERB 9T59 4000 046T 1002

8034

**SENDER: COMPLETE THIS SECTION**

- ☐ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

TERRY A. SMITH  
P.O. Box 56  
Frenchville, PA 16836

**COMPLETE THIS SECTION ON DELIVERY**

**A. Received by (Please Print Clearly)**

**B. Date of Delivery**

**C. Signature**

**X**

☐ Agent  
☐ Addressee

**D. Is delivery address different from Item 1?**  
If YES, enter delivery address below:

☐ Yes  
☐ No

**3. Service Type**

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)**

☐ Yes

**2. Article Number**

(Transfer from service label)

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

7001 1940 0004 6576 9834



→ 251524

LAW OFFICES  
MARK J. UDREN & ASSOCIATES  
1040 N. KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034

7001 1940 0004 6516 9834



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.  
**CERTIFIED MAIL**

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 4.59
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark  
Here

**Sent To** *Jersey A. Smith*  
**Street Apt. No. or PO Box No.** *P.O. Box 56*  
**City, State, ZIP** *Frenchville PA 16836*  
PS Form 3800, January 2001 See Reverse for Instructions

MAIL DELIVERED  
FIRST CLASS PERMIT NO. 1000  
PHILADELPHIA, PA 19104

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TERRY A SMITH  
RR1 Box 250  
Pleasantville, PA 16834

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☒ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

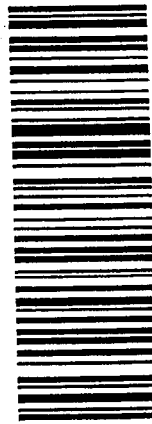
70611946 8804 6576 9810

PS Form 3811, March 2001

Domestic Return Receipt

102395-01-M-1424

LAW OFFICES  
MARK J. UDREN & ASSOCIATE  
1040 N. KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034



7001 1940 0004 6516 9810



*Jersey A. Smith*  
*RR1 Box 256*  
*Spencerville, PA 16836*

7001 1940 0004 6516 9810

OFFICIAL USE	
Postage	\$ 5.50
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.19

Sent To *Jersey A. Smith*  
Street, Apt. No.,  
or PO Box No. *RR1 Box 256*  
City, State, ZIP+4 *Spencerville, PA 16836*

PS Form 3800, January 2001 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tina L Smith  
P.O. Box 50  
Fremontville, Pa. 16828

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Registered

☐ Express Mail

☐ Insured Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

PS Form 3811, March 2001

Domestic Return Receipt

102935-01-M-1424

7001 1940 0004 6516 9827

PS Form 3800, January 2001 See Reverse for Instructions

**OFFICIAL USE**

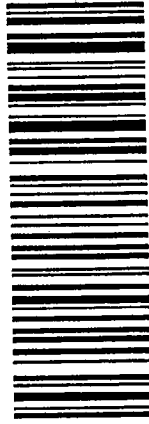
U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only. No Insurance Coverage Provided)

Postage	\$ 57
Certified Fee	2.16
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.17

Sent to: Tina L. Smith  
 Street, Apt. No. or Po Box No. P.O. Box 56  
 City, State, ZIP+4 Frenchville, PA 16836

Postmark Here

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIAT**  
 1040 N. KINGS HIGHWAY  
 SUITE 500  
 CHERRY HILL, NJ 08034



*Tina L. Smith*  
*P.O. Box 56*  
*Frenchville, PA 16836*

5616210

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE NUMBER OF THE RETURN ADDRESS. ADD AT DOTTED LINE.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tina Smith  
RR1 Box 252  
Frenchville, PA 16834

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent  
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

700119400004 65769803

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

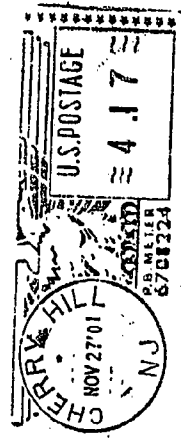
5613210

LAW OFFICES  
MARK J. UDREN & ASSOCIATES  
1040 N. KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NJ 08034



7001 1940 0004 6516 9803

*Tina L Smith  
RR1 Box 256  
Frenchville, PA 16836*



U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 5.79
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.17

Postmark  
Here

Sent to *Tina L Smith*  
Street, Apt. No.,  
or PO Box No. *RR1 Box 256*  
City, State, ZIP+4 *Frenchville, PA 16836*

PS Form 3800, January 2001

See Reverse for Instructions

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



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Mark J. Udren, ESQUIRE  
MARK J. UDREN & ASSOCIATES