

02-1996-CD
CITIFINANCIAL MORTGAGE CO. INC. vs. BETHOLLY CONWAY

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQ., Id. No. 12248
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CITIFINANCIAL MORTGAGE COMPANY, INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY
1111 NORTHPOINT DRIVE
COPPELL, TX 75019

TERM

Plaintiff

v.

NO. 02-1996-C

CLEARFIELD COUNTY

BETHHOLLY CONWAY A/K/A
BETHHOLLY ALBRIGHT
308 SARAH STREET
OSCEOLA MILLS, PA 16666

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

FILED

Loan #: 0002679847

DEC 31 2002

Williams
7

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

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

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

1. Plaintiff is

CITIFINANCIAL MORTGAGE COMPANY, INC. F/K/A ASSOCIATES HOME
EQUITY CONSUMER DISCOUNT COMPANY
1111 NORTHPOINT DRIVE
COPPELL, TX 75019

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

BETHHOLLY CONWAY A/K/A
BETHHOLLY ALBRIGHT
308 SARAH STREET
OSCEOLA MILLS, PA 16666

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

3. On 04/21/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 19990, Page 6496.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 09/01/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$42,152.03
Interest	1,798.26
08/01/02 through 12/01/02	
(Per Diem \$14.62)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
04/21/99 to 12/01/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$45,750.29
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$45,750.29

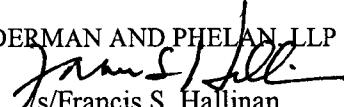
7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants; or
- Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,750.29, together with interest from 12/01/02 at the rate of \$14.62 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: s/Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL that certain tenement, messuage and tract of land with the improvements thereon situate, lying and being in the Borough of Osceola Mills, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEING Lot No. 250 in the Plan of Osceola Mills, Pennsylvania as laid out by the Moshannon Land and Lumber Company and being at the Northwest corner of Sarah Street and Henry Alley; containing in front on Sarah Street fifty (50) feet and extending back of that width and depth one hundred and fifty (150) feet.

Bounded on the North by Pine Alley; on the South by Sarah Street; on the East by Henry Alley, and on the West by Lot No. 246.

BEING further identified by Assessment Number 16-013-379-00001.

PROPERTY ADDRESS 308 SARAH STREET

VERIFICATION

DIANNE WHATLEY hereby states that she is NORTHEAST REGIONAL MANAGER of CITIFINANCIAL MORTGAGE COMPANY, INC., mortgage servicing agent for the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities

DIANNE WHATLEY
DIANNE WHATLEY

DATE 12/26/08

FILED
M 11/18/00 pg 35-00
1cc to Smith
DEC 31 2002 1cc to court

1cc to Smith

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13475

CITIFINANCIAL MORTGAGE COMPANY INC.

02-1996-CD

VS.

CONWAY, BETHHOLLY a/k/a BETHHOLLY ALBRIGHT

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW JANUARY 20, 2003 AT 11:20 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON BETHHOLLY CONWAY a/k/a BETHHOLLY
ALBRIGHT, DEFENDANT AT RESIDENCE, 1017 SUNNY SLOPES APT A,
PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
BETHHOLLY CONWAY A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
36.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY; ATTY.

01/23/03
FEB 07 2003 (em)

William A. Shaw
Prothonotary

Sworn to Before Me This

7th Day Of February 2003
Will A. Shaw

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

So Answers,

Chester Hawkins
by Marley Harry
Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN, LLP
By: Frank Federman, Esquire I.D. No. 12248
Lawrence T. Phelan, Esquire I.D. No. 32227
Francis S. Hallinan, Esquire I.D. No. 62695
One Penn Center at Suburban Station
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

**CITIFINANCIAL MORTGAGE COMPANY, INC.,
F/K/A ASSOCIATES HOME EQUITY
CONSUMER DISCOUNT COMPANY**

Plaintiff

vs.

Court of Common Pleas
CLEARFIELD County
No. 02-1196

02-1996

**BETHHOLLY CONWAY,
A/K/A BETHHOLLY ALBRIGHT**

Defendant(s)

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

9/25/03
Date

FILED
10/1/03 10:10 AM
to attorney

SEP 29 2003

Francis S. Hallinan
Frank Federman, Esquire
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Attorneys for Plaintiff

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Citifinancial Mortgage Company Inc.



Vs.
Bethholly Conway

No. 2002-01996-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 29, 2003, marked:

Discontinued, settled and ended.

Record costs in the sum of \$131.00 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of September A.D. 2003.

William A. Shaw, Prothonotary

WILLIAM A. SHAW
PROTHONOTARY
P.O. BOX 549
CLEARFIELD, PA 16830
(814)765-2641, Ext. 19

MEANS OF OBTAINING BIRTH CERTIFICATES

1.) PA. DEPT. OF HEALTH
Division of Vital Statistics
P.O. Box 1528
New Castle, PA 16103

(724) 656-3100

Approximately 4-5 days

2.) HOUSE OF REPRESENTATIVES

a.) Dan Surra
27 E. Park Ave.
DuBois, PA 15801

(814) 375-4688

b.) Camille Bud George
430 Spring Street
Houtzdale, PA 16651

(814) 378-6279

Approximately 7-10 days

3.) MAIL IN APPLICATION TO:

PA. Dept. of Health
Division of Vital Statistics
P.O. Box 1528
New Castle, PA 16103

ALLOW 4-6 WEEKS FOR RECEIPT OF BIRTH CERTIFICATE