

03-107-CD

CITIFINANCIAL SERVICES INC. vs. TAMMY R. CONKLIN
et al.

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagor(s) and Real Owner(s)

HC1 Box 76
Madera, PA 1661

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 03-107-CD
No.
**CIVIL ACTION: MORTGAGE
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

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 the 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 claim 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.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

FILED

JAN 27 2003

William A. Shaw
Prothonotary

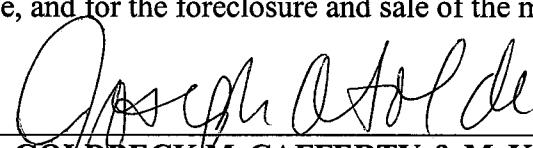
COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES INC., 7467 New Ridge Road, Suite 222 Hanover, MD 21076.
2. The name(s) and address(es) of the Defendant(s) is/are TAMMY R. CONKLIN, HC1 Box 76, Madera, PA 1661 and LESLIE W. CONKLIN, HC1 Box 76, Madera, PA 1661, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On January 14, 2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CITIFINANCIAL SERVICES INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200200850. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due August 18, 2002, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$39,576.43
Interest from 07/18/2002	\$2,936.08
through 01/31/2003 at 14.0000%	
Per Diem interest rate at \$14.98	
Attorney's Fee at 5.0% of Principal Balance	\$1,978.82
Costs of suit and Title Search	\$900.00
Prior interest due	\$45,391.33
Title/Appraisal fee	+\$435.75
	+\$225.00
	\$46,052.08

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 based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$46,052.08, together with interest at the rate of \$14.98, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & MCKEEVER

BY JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Jana Gantt, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 1-22-03

Jana Gantt
Jana Gantt
CITIFINANCIAL SERVICES INC.

WARRANTY DEED - 1994

Country Period Wk.

This Deed,

MADE the 8th day of June

MADE the 18th day of September, in the year nineteen hundred and Ninety-Eight, between Donna R. Polk of R.D., Box 422, Grampian, Pa., 16038, and Grantor.

AND

AND
Tammie R. Conklin and Leslie W. Conklin of H.C.1. Box 76,
Madera, Pa., 16661-06 Tenants by the Entireties.
Gretessa:

Grantee:

WITNESSETH, That in consideration of ZERO---(0)---

pollard

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does and convey to the said grantees, their successors and assigns, together with all its

Although three pieces or lots of land, together with all improvements thereon, situate in the Village of McCartney, Township of Jordan, Clearfield County, Pa., bounded and described as follows:

whose three pieces or lots of land, together with all improvements thereon, situate in the Village of McCartney, Township of Jordon, Clearfield County, Pa., bounded and described as follows: THE FIRST THEREOF, known in said plan in the Village of McCartney as Lot Number Eight (8), described as follows: Beginning at the corner of said lot and Pine alley; thence along said alley north eighty-five (85) degrees twenty nine (29) minutes east one hundred forty three and five tenths (143.5) feet to Oak alley; thence along Oak alley south four (4) degrees thirty one (31) minutes east sixty (60) feet to the line of Lot Number Seven (7); thence by lot Number Seven (7) in a southwesterly direction one hundred twenty eight and five tenths (128.5) feet to a post at a stake at State Highway; thence in a northwesterly direction one hundred five and five tenths (105.5) feet to Pine alley and place of beginning.

THE SECOND THEREOF, known as Lot Number Seven (7) in the plan of said Village of McCarty, described as follows: Beginning at a post on the east side of Township road, now the State Highway leading from McCarty to Tubbs Crossing; thence in a southerly direction along said road sixty (60) feet to a post at the line of Lot Number Six (6); thence along the south side of Lot Number Seven (7) one hundred thirty five (135) feet to Oak Alley; thence along said alley north twenty nine (29) degrees three one (31) minutes west forty seven (47) feet to a post at the line of Lot Number Eight (8); thence in a southwesterly direction forty one tenths (126.3) feet to post at the line of State Highway above mentioned and the place of beginning.

CLEARFIELD COUNTY

m 1950 lot 36

THE THIRD THEREOF, known in the plan of said village of McCartney as Lot Number One (1) or the Cemetery plot, described as follows: Beginning at a corner of Oak alley and the boundary line; thence north fifty three (53) degrees thirteen (13) minutes east four hundred thirty eight (438) feet to corner of Town plot; thence north thirty seven (37) degrees thirty (30) minutes west twenty two (22) feet to the line of Pine alley; thence south eighty-five (85) degrees twenty nine (29) minutes west along Pine alley four hundred seventy six (476) feet to corner on Oak alley; thence thirty one (31) minutes east two hundred seventy nine (279) feet to boundary line and place of beginning. Being known as the Cemetery lot or Lot Number one (1) on the original draft or plot of the village of McCartney, a reprint of which is recorded in Miscellaneous Book K, page 561.

BEING the same premises conveyed to the Grantor, as Tenant in Common, by deed dated January 26, 1998 and recorded in Clearfield County Deed Book 1978, page 389 on May 1, 1998. The entire title to these premises vested in the Grantor as of Grantee upon request of Grantor June 8, 1998.

THIS CONVEYANCE IS FROM PARENT TO DAUGHTER AND SON-IN-LAW AND IS THEREFORE EXEMPT FROM PENNSYLVANIA REAL ESTATE TRANSFER TAX.

THIS DOCUMENT MAY NOT SELL, COVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN. AND THE OWNER OR OWNERS OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

7-13-01
 CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME: 11:45 AM
 BY: Karen L. Stark
 FEES: \$1.50
 Karen L. Stark, Recorder

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark

Karen L. Stark
 Recorder of Deeds

EXHIBIT A

ACT 91 NOTICE

DATE OF NOTICE: December 18, 2002

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 any attorney in your area. The local bar association may be able to help you find a lawyer.

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada 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.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
Fax (215) 627-7734

Certified Article Number

7160 3901 9844 2549 9964

SENDERS RECORD

Certified Article Number

7160 3901 9844 2549 9971

SENDERS RECORD

Date: December 18, 2002

Homeowners Name: **TAMMY R. CONKLIN and LESLIE W. CONKLIN**
Property Address: **HC1 Box 76, Madera, PA 1661**
Loan Account No.: **2000510270975**
Original Lender: **CITIFINANCIAL SERVICES INC.**
Current Lender/Servicer: **CITIFINANCIAL SERVICES INC.**

**HOMEOWNERS'
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 designated 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 fact-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: **HC1 Box 76, Madera, PA 1661** 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:

(a) Monthly payment from 08/18/2002 thru 12/18/2002 (5 mos. at \$463.02/month)	\$2,315.10
(b) Title/Appraisal Fees	\$225.00
(c) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$2,540.10	

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 \$ 2,540.10**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

CITIFINANCIAL SERVICES INC.
C/o GOLDBECK, MCCAFFERTY & MCKEEVER
Suite 500, The Bourse Bldg
111 S. Independence Mall East
Philadelphia, PA 19106

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 brings 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.

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 four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL SERVICES INC.

Address: 7467 New Ridge Road
Suite 222
Hanover, MD 21076

Phone Number: 800-446-7876 ext. 1604

Fax Number: 410-689-1610

Contact Person: Meryl Kessler

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 sell or 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.

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.

Contact Person: Meryl Kessler
Phone Number: 800-446-7876 ext. 1604

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

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 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL SERVICES INC

Sheriff Docket # 13597

03-107-CD

VS.

CONKLIN, TAMMY R. & LESLIE W

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 26, 2003 AT 9:10 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LESLIE W. CONKLIN, DEFENDANT, AT RESIDENCE, HC1, BOX 76, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY CONKLIN, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW FEBRUARY 26, 2003 AT 9:10 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY R. CONKLIN, DEFENDANT AT RESIDENCE, HC 1, BOX 76, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY R. CONKLIN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
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75.00	SHFF. HAWKINS PAID BY: ATTY.
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20.00	SURCHARGE PAID BY; ATTY.
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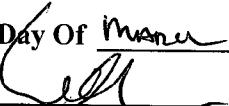
FILED

MAR 05 2003

William A. Shaw
Prothonotary

Sworn to Before Me This

So Answers,

5 Day Of March 2003


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


Chester A. Hawkins
Sheriff

In the Court of Common Pleas of Clearfield County

FILED

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

APR 15 2003

Plaintiff

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
(Mortgagor(s) and Record Owner(s))
HC1 Box 76
Madera, PA 1661

CD
No. 03-107-~~88~~

Defendant(s)

William A. Shaw
Prothonotary

PRAECIPE FOR JUDGMENT

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE
OF COLLECTING THE DEBT.**

Enter the Judgment in favor of Plaintiff and against TAMMY R. CONKLIN and LESLIE W. CONKLIN by default
for want of an Answer.

Assess damages as follows:

\$46,995.82

Debt

Interest - 07/18/2002 to 04/04/2003

Total

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW April 15, 2003, Judgment is entered in favor of
CITIFINANCIAL SERVICES INC. and against TAMMY R. CONKLIN and LESLIE W. CONKLIN by default for want of
an Answer and damages assessed in the sum of \$46,995.82 as per the above certification.

William A. Shaw
Prothonotary

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff
vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
(Mortgagor(s) and Record owner(s))
HC1 Box 76
Madera, PA 1661

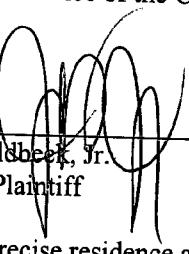
Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

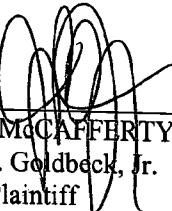
CIVIL ACTION LAW
ACTION OF MORTGAGE FORECLOSURE
No. 03-107-CS

ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL SERVICES INC., and against TAMMY R. CONKLIN and LESLIE W. CONKLIN for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$46,995.82.


Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is CITIFINANCIAL SERVICES INC. 7467 New Ridge Road Suite 222 Hanover, MD 21076 and that the name(s) and last known address(es) of the Defendant(s) is/are TAMMY R. CONKLIN, HC1 Box 76 Madera, PA 1661 and LESLIE W. CONKLIN, HC1 Box 76 Madera, PA 1661;

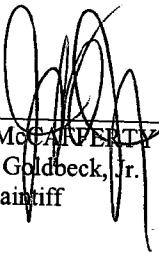

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

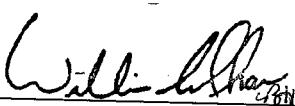
TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$39,576.43
Interest from 07/18/2002 through 04/04/2003	\$3,879.82
Attorney's Fee at 5.0000% of principal balance	\$1,978.82
Late Charges	\$0.00
Costs of Suit and Title Search	\$900.00
Prior Interest Due Title/Appraisal Fee	\$435.75 \$225.00
	<hr/> \$46,995.82


GOLDBECK McCARTHY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

AND NOW, this 15th day of April, 2003 damages are assessed as above.



Pro Prothy

VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, TAMMY R. CONKLIN, is about unknown years of age, that Defendant's last known residence is HC1 Box 76, Madera, PA 16611, and is engaged in the unknown business located at unknown address.
2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: _____



VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, LESLIE W. CONKLIN, is about unknown years of age, that Defendant's last known residence is HC1 Box 76, Madera, PA 1661, and is engaged in the unknown business located at unknown address.
2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:



A handwritten signature in black ink, appearing to read "Leslie W. Conklin", is written over a horizontal line. The signature is cursive and somewhat stylized.

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **March 19, 2003**

TO:

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.
TAMMY R. CONKLIN
LESLIE W. CONKLIN
(Mortgagor(s) and
Record Owner(s))
HC1 Box 76
Madera, PA 1661

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 03-107-CS

Defendant(s)

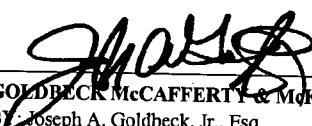
TO: **TAMMY R. CONKLIN**
HC1 Box 76
Madera, PA 1661

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646


GOLDBECK McCAFFERTY & MCKEEVER
By: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106 215-627-1322

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **March 19, 2003**

TO:

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.
TAMMY R. CONKLIN
LESLIE W. CONKLIN
(Mortgagor(s) and
Record Owner(s))
HC1 Box 76
Madera, PA 1661

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 03-107-CS

Defendant(s)

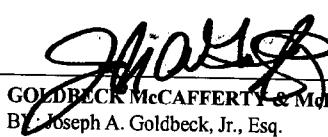
TO: **LESLIE W. CONKLIN**
HC1 Box 76
Madera, PA 1661

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646


GOLDBECK McCAFFERTY & MCKEEVER
By: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106 215-627-1322

FILED

Atty Pd.

2000

APR 15 2003

Notice to each Def.

Statement to Atty

William A. Shaw
Prothonotary

COPY

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

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

CD
No. 03-107-~~ES~~

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
(**Mortgagors and Record Owner(s)**)
HC1 Box 76
Madera, PA 1661

Defendant(s)

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw
Prothonotary

By: _____

Deputy

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.
Goldbeck McCafferty & McKeever
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

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

COPY

CitiFinancial Services, Inc.
Plaintiff(s)

No.: 2003-00107-CD

Real Debt: \$46,995.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tammy R. Conklin
Leslie W. Conklin
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 15, 2003

Expires: April 15, 2008

Certified from the record this 15th day of April, 2003.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagor(s) and Record Owner(s)
HC1 Box 76
Madera, PA 1661

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-107-C8

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$46,995.82

Interest from
07/18/2002 to
04/04/2003 at
14.0000%

125.00

(Costs to be added)

Prothonotary Costs

[Signature]
GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

FILED

APR 15 2003

William A. Shaw
Prothonotary

Term
No. 03-107-CS
IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

TAMMY R. CONKLIN and
LESLIE W. CONKLIN
(Mortgagor(s) and Record Owner(s))
HC1 Box 76
Madera, PA 1661

PRAECLPICE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

William A. Shway
Attala Rd. 30-00
Proposed
Court-ordered
foreclosure
APR 15 2003
FILED
1CC 47604521

ALL THOSE THREE PIECES OR LOTS OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE IN THE VILLAGE OF MCCARTNEY, TOWNSHIP OF JORDON, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF, KNOWN IN SAID PLAN IN THE VILLAGE OF MCCARTNEY AS LOT NUMBER 8, DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF LAND OF SAID LOT AND PINE ALLEY; THENCE ALONG SAID ALLEY NORTH 85 DEGREES 29 MINUTES EAST 143.5 FEET TO OAK ALLEY; THENCE ALONG OAK ALLEY SOUTH 4 DEGREES 31 MINUTES EAST 60 FEET TO THE LINE OF LOT NUMBER 7 THENCE BY LOT NUMBER 7 IN A SOUTHWESTERLY DIRECTION 128.5 FEET TO A POST AT A STAKE AT STATE HIGHWAY; THENCE IN A NORTHWESTERLY DIRECTION BY STATE HIGHWAY LEADING THROUGH MCCARTNEY 61.5 FEET TO PINE ALLEY AND PLACE OF BEGINNING.

THE SECOND THEREOF, KNOWN AS LOT NUMBER 7 IN THE PLAN OF SAID VILLAGE OF MCCARTNEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POST ON THE EAST SIDE OF TOWNSHIP ROAD, NOW THE STATE HIGHWAY LEADING FROM MCCARTNEY TO TUBBS CROSSING; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID ROAD 60 FEET TO A POST AT THE LINE OF LOT NUMBER 6; THENCE ALONG THE SOUTH SIDE OF LOT NUMBER 7, 135 FEET TO OAK ALLEY; THENCE ALONG SAID ALLEY NORTH 29 DEGREES 31 MINUTES WEST 47 FEET TO A POST AT THE LINE OF LOT NUMBER 8; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE LINE OF LOT NUMBER 8, 128.5 FEET TO POST AT THE LINE OF STATE HIGHWAY ABOVE MENTIONED AND THE PLACE OF BEGINNING.

THE THIRD THEREOF, KNOWN IN THE PLAN OF SAID VILLAGE OF MCCARTNEY AS LOT NUMBER 1 OR THE CEMETARY PLOT, DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF OAK ALLEY AND THE BOUNDARY LINE; THENCE NORTH 53 DEGREE 13 MINUTES EAST 438 FEET TO THE CORNER OF TOWN PLOT; THENCE NORTH 37 DEGREES 30 MINUTES WEST 22 FEET TO THE LINE OF PINE ALLEY; THENCE SOUTH 85 DEGREES 29 MINUTES WEST ALONG PINE ALLEY; THENCE SOUTH 85 DEGREES 29 MINUTES WEST ALONG PINE ALLEY 476 FEET TO CORNER ON OAK ALLEY, THENCE ALONG OR FRONTING ON OAK ALLEY SOUTH 29 DEGREES 31 MINUTES EAST 279 FEET TO BOUNDARY LINE AND PLACE OF BEGINNING.

BEING KNOWN AS THE CEMETARY LOT OR LOT NUMBER 1 ON THE ORIGINAL DRAFT OR PLOT OF THE VILLAGE OF MCCARTNEY, A REPRINT OF WHICH IS RECORDED IN MISCELLANEOUS BOOK K, PAGE 561.

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
(Mortgagor(s) and Record Owner(s))
HC1 Box 76
Madera, PA 1661

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-107-CS

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

HC1 Box 76
Madera, PA 1661

1. Name and address of Owner(s) or Reputed Owner(s):

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

2. Name and address of Defendant(s) in the judgment:

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

3. Name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

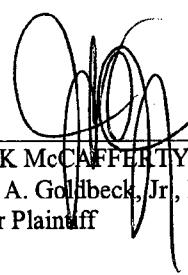
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS / OCCUPANTS
HC1 Box 76
Madera, PA 1661

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: April 4, 2003


GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

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

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

In the Court of Common Pleas of
Clearfield County

No. 03-107-CS

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

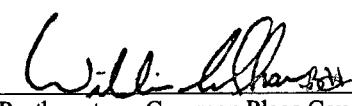
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: HC1 Box 76 Madera, PA 1661

See Exhibit "A" attached

AMOUNT DUE	\$46,995.82
Interest From 07/18/2002 Through 04/04/2003	
(Costs to be added)	Prothonotary Costs 125.00

Dated: 4/15/03


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 03-107-CS

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

TAMMY R. CONKLIN and
LESLIE W. CONKLIN
Mortagor(s)
HC1 Box 76 Madera, PA 1661

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$ 46,995.82
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 125.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
(215) 627-1322

ALL THOSE THREE PIECES OR LOTS OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE IN THE VILLAGE OF MCCARTNEY, TOWNSHIP OF JORDON, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

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GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortagor(s) and Real Owner(s)

HC1 Box 76
Madera, PA 1661

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

03-107-CD

No.

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

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 the 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 claim 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.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

FILED

JAN 27 2003

William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

as CITIFINANCIAL SERVICES INC., 7467 New Ridge Road, Suite 222 Hanover, MD 21076.

The name(s) and address(es) of the Defendant(s) is/are TAMMY R. CONKLIN, HC1 Box 76, Madera, PA 1661 and LESLIE W. CONKLIN, HC1 Box 76, Madera, PA 1661, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.

3. On January 14, 2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CITIFINANCIAL SERVICES INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200200850. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due August 18, 2002, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$39,576.43
Interest from 07/18/2002	\$2,936.08
through 01/31/2003 at 14.0000%	
Per Diem interest rate at \$14.98	
Attorney's Fee at 5.0% of Principal Balance	\$1,978.82
Costs of suit and Title Search	\$900.00
	<hr/>
	\$45,391.33
Prior interest due	+\$435.75
Title/Appraisal fee	+\$225.00
	<hr/>
	\$46,052.08

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 based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

In the Court of Common Pleas of Clearfield County

FILED

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

APR 15 2003

Plaintiff

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
(Mortgagor(s) and Record Owner(s))
HC1 Box 76
Madera, PA 1661

CD
No. 03-107-~~ES~~

Defendant(s)

William A. Shaw
Prothonotary

PRAECIPE FOR JUDGMENT

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE
OF COLLECTING THE DEBT.**

Enter the Judgment in favor of Plaintiff and against TAMMY R. CONKLIN and LESLIE W. CONKLIN by default
for want of an Answer.

Assess damages as follows:

\$46,995.82

Debt

Interest - 07/18/2002 to 04/04/2003

Total

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW April 15, 2003, Judgment is entered in favor of
CITIFINANCIAL SERVICES INC. and against TAMMY R. CONKLIN and LESLIE W. CONKLIN by default for want of
an Answer and damages assessed in the sum of \$46,995.82 as per the above certification.

Will A. Shaw
Prothonotary

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff
vs.
TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagor(s) and Record Owner(s)
HC1 Box 76
Madera, PA 1661
Defendant(s)

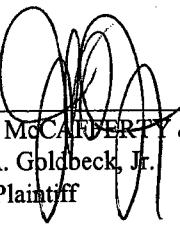
IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE
No. 03-107-C8

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
	\$46,995.82
Interest from 07/18/2002 to 04/04/2003 at 14.0000%	
<i>Prothonotary costs</i>	125.00
(Costs to be added)	


GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

FILED

APR 15 2003

William A. Shaw
Prothonotary

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.

7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff
vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagors and Record Owners

HC1 Box 76
Madera, PA 1661

Defendants

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-107-CS

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

Personal Service by the Sheriff's Office/competent adult (copy of return attached). 4/13/03 *Per CINDY*
 Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached). *© SHERIFF'S*
 Certified mail by Sheriff's Office. *OFFICE*
 Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

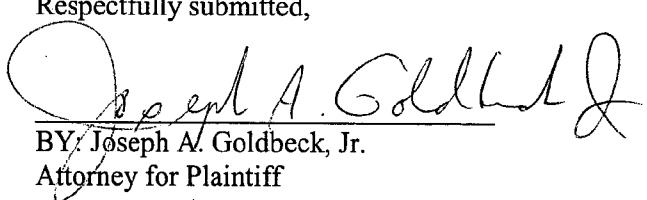
IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

Premises was posted by Sheriff's Office/competent adult (copy of return attached).
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
 Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,


BY Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

IN THE COURT OF COMMON PLEAS
of Clearfield County

Plaintiff
vs.

CIVIL ACTION - LAW

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagors and Record Owners

ACTION OF MORTGAGE FORECLOSURE

HC1 Box 76
Madera, PA 1661

No. 03-107-CS

Defendants

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

HC1 Box 76
Madera, PA 1661

1. Name and address of Owners or Reputed Owners:

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

2. Name and address of Defendants in the judgment:

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

3. Name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

PA DEPARTMENT OF PUBLIC WELFARE
Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

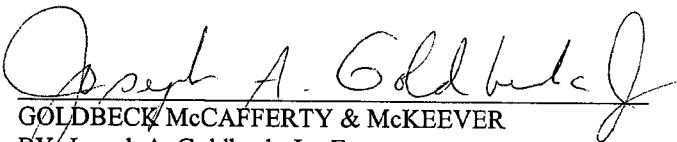
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS / OCCUPANTS
HC1 Box 76
Madera, PA 1661

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: June 11, 2003


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

DEFAULT O/E - BM

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

03-107-CD

IN RE: TAMMY R. CONKLIN
LESLIE W. CONKLIN
Debtor(s)

CITIFINANCIAL SERVICES INC.
v.
TAMMY R. CONKLIN
LESLIE W. CONKLIN
and
Lisa M. Swope
Trustee

BK. NO. 03-28572/BM

CHAPTER 7

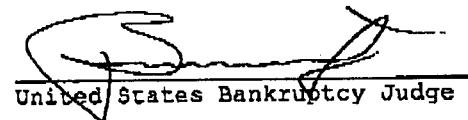
Doc. #11

ORDER MODIFYING SECTION 362 AUTOMATIC STAY

9-10-03

AND NOW, this day of , 2003, at
Pittsburgh, upon Motion of CITIFINANCIAL SERVICES INC., it is

ORDERED THAT: The Automatic Stay of all proceedings, as provided under Section 362 of the Bankruptcy Reform Act of 1979 (The Code), 11 U.S.C. Section 362 is modified with respect to premises HC,1 Box 76, Madera, PA 16661, as to allow the Petitioner to foreclose on its mortgage and allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal action for enforcement of its right to possession of said premises.


United States Bankruptcy Judge

cc: See attached service list:

FILED

SEP 10 2003

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

DEFAULT O/E - BM

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

03-107-CD

IN RE: TAMMY R. CONKLIN
LESLIE W. CONKLIN
Debtor(s)

CITIFINANCIAL SERVICES INC.
v.
TAMMY R. CONKLIN
LESLIE W. CONKLIN
and
Lisa M. Swope
Trustee

BK. NO. 03-28572/BM

CHAPTER 7

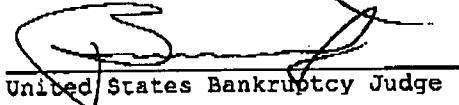
Doc. #11

ORDER MODIFYING SECTION 362 AUTOMATIC STAY

9-10-03

AND NOW, this day of , 2003, at
Pittsburgh, upon Motion of CITIFINANCIAL SERVICES INC., it is

ORDERED THAT: The Automatic Stay of all proceedings, as provided under Section 362 of the Bankruptcy Reform Act of 1979 (The Code), 11 U.S.C. Section 362 is modified with respect to premises HC,1 Box 76, Madera, PA 16661, as to allow the Petitioner to foreclose on its mortgage and allow the purchaser of said premises at Sheriff's Sale (or purchaser's assignee) to take any legal action for enforcement of its right to possession of said premises.


United States Bankruptcy Judge

cc: See attached service list:

FILED

SEP 10 2003

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14007

CITIFINANCIAL SERVICES INC.

03-107-CD

VS.

CONKLIN, LESLIE W.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 14, 2003 @ 11:15 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JULY 11, 2003 WAS SET.

FILED

DEC 18 2003

013:33 PM
William A. Shaw
Prothonotary

NOW, MAY 14, 2003 @ 2:15 P.M. O'CLOCK SERVED LESLIE W. CONKLIN, DEFENDANT, AT HIS RESIDENCE HC 1, BOX 76, MAERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMY CONKLIN, WIFE/DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, MAY 14, 2003 @ 2:15 P.M. SERVED TAMMY R. CONKLIN, DEFENDANT, AT HER RESIDENCE HC 1, BOX 76, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANIND TO TAMMY R. CONKLIN DEFENDANT, A TRUE AND ATTESTED COPY OF OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 11, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JULY 11, 2003 TO OCTOBER, 10, 2003 DUE TO A BANKRUPTCY FILING.

NOW, OCTOBER 10, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14007

CITIFINANCIAL SERVICES INC.

03-107-CD

VS.

CONKLIN, LESLIE W.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 20, 2003 BILLED THE ATTORNEY FOR COSTS DUE.

NOW, OCTOBER 28, 2003 RECEIVED A CHECK FROM THE ATTORNEY FOR COSTS DUE.

NOW, DECEMBER 18, 2003 PAID COSTS FROM THE ADVANCE AND ADDITIONAL CHECK FROM THE ATTORNEY.

NOW, DECEMBER 18, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, DECEMBER 18, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$230.68

SURCHARGE \$40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14007

CITIFINANCIAL SERVICES INC.

03-107-CD

VS.
CONKLIN, LESLIE W.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

____ Day Of _____ 2003

Chester A. Hawkins
By *Cynthia Bitter-Alphandafy*
Chester A. Hawkins
Sheriff

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

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

In the Court of Common Pleas of
Clearfield County

vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

No. 03-107-CS

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: HC1 Box 76 Madera, PA 1661

See Exhibit "A" attached

AMOUNT DUE	\$46,995.82
Interest From 07/18/2002 Through 04/04/2003	
Prothonotary Costs (Costs to be added)	125.00

Dated: 4/15/03


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Received 4-15-03 @ 3:45 PM.
Chester A. Hawkins
by Cynthia Butler Aughenbaugh

Deputy _____

Term
No. 03-107-CS

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

TAMMY R. CONKLIN and
LESLIE W. CONKLIN

Mortagor(s)

HC1 Box 76 Madera, PA 1661

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT
INTEREST from _____
COSTS PAID: \$ 46,995.82

PROTHY \$ 125.00
SHERIFF \$ _____
STATUTORY \$ _____

COSTS DUE PROTHY
Office of Judicial Support
Judg. Fee
Cr.
Sat.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
(215) 627-1322

ALL THOSE THREE PIECES OR LOTS OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE IN THE VILLAGE OF MCCARTNEY, TOWNSHIP OF JORDON, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF, KNOWN IN SAID PLAN IN THE VILLAGE OF MCCARTNEY AS LOT NUMBER 8, DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF LAND OF SAID LOT AND PINE ALLEY; THENCE ALONG SAID ALLEY NORTH 85 DEGREES 29 MINUTES EAST 143.5 FEET TO OAK ALLEY; THENCE ALONG OAK ALLEY SOUTH 4 DEGREES 31 MINUTES EAST 60 FEET TO THE LINE OF LOT NUMBER 7 THENCE BY LOT NUMBER 7 IN A SOUTHWESTERLY DIRECTION 128.5 FEET TO A POST AT A STAKE AT STATE HIGHWAY; THENCE IN A NORTHWESTERLY DIRECTION BY STATE HIGHWAY LEADING THROUGH MCCARTNEY 61.5 FEET TO PINE ALLEY AND PLACE OF BEGINNING.

THE SECOND THEREOF, KNOWN AS LOT NUMBER 7 IN THE PLAN OF SAID VILLAGE OF MCCARTNEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POST ON THE EAST SIDE OF TOWNSHIP ROAD, NOW THE STATE HIGHWAY LEADING FROM MCCARTNEY TO TUBBS CROSSING; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID ROAD 60 FEET TO A POST AT THE LINE OF LOT NUMBER 6; THENCE ALONG THE SOUTH SIDE OF LOT NUMBER 7, 135 FEET TO OAK ALLEY; THENCE ALONG SAID ALLEY NORTH 29 DEGREES 31 MINUTES WEST 47 FEET TO A POST AT THE LINE OF LOT NUMBER 8; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE LINE OF LOT NUMBER 8, 128.5 FEET TO POST AT THE LINE OF STATE HIGHWAY ABOVE MENTIONED AND THE PLACE OF BEGINNING.

THE THIRD THEREOF, KNOWN IN THE PLAN OF SAID VILLAGE OF MCCARTNEY AS LOT NUMBER 1 OR THE CEMETARY PLOT, DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF OAK ALLEY AND THE BOUNDARY LINE; THENCE NORTH 53 DEGREE 13 MINUTES EAST 438 FEET TO THE CORNER OF TOWN PLOT; THENCE NORTH 37 DEGREES 30 MINUTES WEST 22 FEET TO THE LINE OF PINE ALLEY; THENCE SOUTH 85 DEGREES 29 MINUTES WEST ALONG PINE ALLEY; THENCE SOUTH 85 DEGREES 29 MINUTES WEST ALONG PINE ALLEY 476 FEET TO CORNER ON OAK ALLEY, THENCE ALONG OR FRONTING ON OAK ALLEY SOUTH 29 DEGREES 31 MINUTES EAST 279 FEET TO BOUNDARY LINE AND PLACE OF BEGINNING.

BEING KNOWN AS THE CEMETARY LOT OR LOT NUMBER 1 ON THE ORIGINAL DRAFT OR PLOT OF THE VILLAGE OF MCCARTNEY, A REPRINT OF WHICH IS RECORDED IN MISCELLANEOUS BOOK K, PAGE 561.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME CONKLIN NO. 03-107-CD

NOW, October 10, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 10TH day of OCTOBER 2003, I exposed the within described real estate of TAMMY R. CONKLIN AND LESLIE W. CONKLIN to public venue or outcry at which time and place I sold the same to CITIFINANCIAL SERVICES INC.

he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	15.12
LEVY	15.00
MILEAGE	15.12
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00

ADD'L POSTING

ADD'L MILEAGE

ADD'L LEVY

BID AMOUNT

RETURNS/DEPUTIZE

COPIES/BILLING

	1.00
	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF

COSTS 230.68

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	
TOTAL DEED	
COSTS	30.50

PLAINTIFF COSTS, DEBIT & INTEREST:

	DEBT-AMOUNT DUE	46,995.82
	INTEREST	
	TO BE ADDED	TO SALE DATE
	ATTORNEY FEES	
	PROTH. SATISFACTION	
	LATE CHARGES & FEES	
	COST OF SUIT -TO BE ADDED	
	FORECLOSURE FEES/ESCROW DEFICIT	
	ATTORNEY COMMISSION	
	REFUND OF ADVANCE	
	REFUND OF SURCHARGE	
	SATISFACTION FEE	
	ESCROW DEFICIENCY	
TOTAL DEBT & INTEREST		46,995.82

COSTS:

ADVERTISING	449.82
TAXES - collector	540.90
TAXES - tax claim	818.76
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	230.68
LEGAL JOURNAL AD	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	2,660.66

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

CHESTER A. HAWKINS, Sheriff

**GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 500 - THE BOURSE BUILDING
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
FAX (215) 627-7734**

July 11, 2003

Clearfield

Chester A. Hawkins
SHERIFF OF CLEARFIELD COUNTY
Sheriff's Office
230 E. Market Street
Clearfield, PA 16830

BOOK WRIT

RE: **CITIFINANCIAL SERVICES INC.**
vs.
TAMMY R. CONKLIN and LESLIE W. CONKLIN
Term No. 03-107-CS

Property address:

**HC1 Box 76
Madera, PA 1661**

Sheriff's Sale Postpone Date: July 11, 2003

Dear Sir/Madam:

Kindly **POSTPONE**, due to a bankruptcy filing, the above-captioned Sheriff's Sale scheduled for July 11, 2003 to October 10, 2003.

Thank you for your cooperation.

Very truly yours,
Goldbeck McCafferty & McKeever

BY: Joseph A. Goldbeck, Jr.
JOSEPH A. GOLDBECK, JR.

JAG/cak

cc:

Bankruptcy Information: Chapter 7, Case Number #03-28572, Filing Date: 07/10/2003

GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff
vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagors and Record Owners

HC1 Box 76
Madera, PA 1661

Defendants

FILED
m 11 2003 NO CC
JUN 16 2003
EJ
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-107-CS

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

() Personal Service by the Sheriff's Office/competent adult (copy of return attached). 4/13/03 PER CINDY
() Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached). @ SHERIFF'S
() Certified mail by Sheriff's Office.
() Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
() Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
() Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

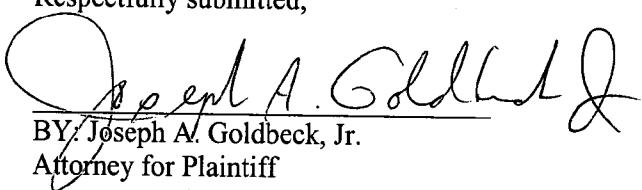
() Premises was posted by Sheriff's Office/competent adult (copy of return attached).
() Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
() Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff



Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff
vs.

TAMMY R. CONKLIN
LESLIE W. CONKLIN
Mortgagors and Record Owners

HC1 Box 76
Madera, PA 1661

Defendants

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-107-CS

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

HC1 Box 76
Madera, PA 1661

1. Name and address of Owners or Reputed Owners:

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

2. Name and address of Defendants in the judgment:

TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

3. Name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

PA DEPARTMENT OF PUBLIC WELFARE
Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS / OCCUPANTS
HC1 Box 76
Madera, PA 1661

(attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: June 11, 2003


GOLDBECK, McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

7160 3901 9844 3518 8131

TO: CONKLIN, LESLIE W.
LESLIE W. CONKLIN
HC1 Box 76
Madera, PA 1661

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
April 4, 2003

REFERENCE: CONKLIN, TAMMY R. / ACD-1750
- Clearfield **JUL 11 2003**

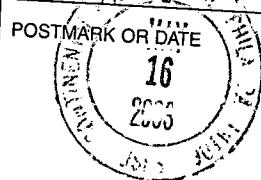
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

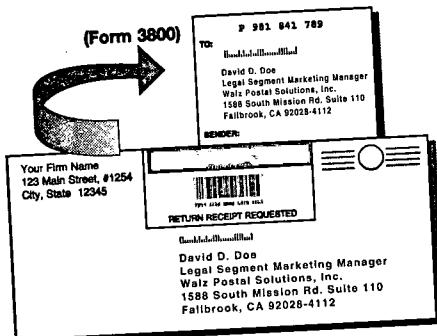
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS
POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND
CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt, by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7160 3901 9844 3518 8124

TO: CONKLIN, TAMMY R.
TAMMY R. CONKLIN
HC1 Box 76
Madera, PA 1661

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
April 4, 2003

REFERENCE: CONKLIN, TAMMY R. / ACD-1750
- Clearfield **JUL 11 2003**

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

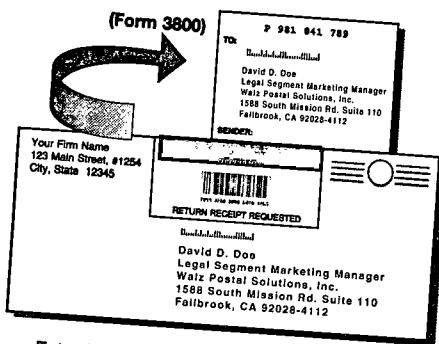
US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS
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