

03-352-CD  
CIRIFINANCIAL MORTGAGE CO -vs- RAYMOND J. ANGELETTI, JR  
PATRICIA D. ANGELETTI

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

CITIFINANCIAL MORTGAGE COMPANY  
8333 RIDGE POINT DRIVE  
ATTN: AVCO UNIT  
IRVING, TX 75063

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 03-352-CJ

CLEARFIELD COUNTY

RAYMOND J. ANGELETTI, JR.  
PATRICIA D. ANGELETTI  
1348 TREASURE LAKE  
DU BOIS, PA 15801

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

**FILED**

Loan #: 0003520501NZB

MAR 13 2003

William A. Shaw  
Prothonotary

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1. Plaintiff is

CITIFINANCIAL MORTGAGE COMPANY  
8333 RIDGE POINT DRIVE  
ATTN: AVCO UNIT  
IRVING, TX 75063

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

RAYMOND J. ANGELETTI, JR.  
PATRICIA D. ANGELETTI  
1348 TREASURE LAKE  
DU BOIS, PA 15801

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

3. On 9/17/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to FIRST FRANKLIN FINANCIAL CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 199916594. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
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 11/01/2002 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	\$16,677.40
Interest	958.44
10/01/2002 through 03/12/2003	
(Per Diem \$5.88)	
Attorney's Fees	1,250.00
Cumulative Late Charges	18.00
09/17/1999 to 03/01/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 19,453.84
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$ 19,453.84</b>

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

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 19,453.84, together with interest from 03/12/2003 at the rate of \$5.88 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.

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

ALL that certain tract of land formerly described as Lots No. 84 and No. 85, Section 8, "Santa Catalina", in the Treasure Lake Subdivision in SANDY TOWNSHIP, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25, hereinafter described as follows, TO WIT:

BEINGINNNG at a point on the right-of-way of Treasure Lake Road; said point being the Northwestern corner of the property herein described; thence South 66°40'11" East, 203.88 feet to a point; thence South 20°15'00" West, .60.49 feet to a point; thence South 71°39'38" West, 184.14 feet to a point on the right-of-way of Treasure Lake Road; thence along the right-of-way of Treasure Lake Road by a curve having an arc distance of 200.00', a chord bearing of North 2°29'43.5" East, and a chord distance of 195.62' to a point, and place of beginning. Containing 0.582 Acres, more or less.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.

BEING KNOWN AS: 1348 TREASURE LAKE.

VERIFICATION

TERESA SKINNER 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

DATE 3-7-03

  
TERESA SKINNER

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

## CITIFINANCIAL MORTGAGE COMPANY

**Sheriff Docket #** 13792

vs.

03-352-CD

ANGELETTI, RAYMOND J. JR. & PATRICIA D.

## COMPLAINT IN MORTGAGE FORECLOSURE

## SHERIFF RETURNS

NOW MAY 23, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO PATRICIA D. ANGELETTI AND RAYMOND J. ANGELETTI JR., DEFENDANTS.

FILED  
BPA 0 9:55 BA  
MAY 28 2003

William A. Shaw  
Prothonotary

## Return Costs

Cost	Description
31.35	SHERIFF HAWKINS PAID BY: ATTY C# 261824
20.00	SURCHARGE PAID BY: ATTY CK# 261825

## Sworn to Before Me This,

### So Answers,

28 Day Of May 2003  
William Chan

*Ches A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQ., Id. No. 12248  
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COURT OF COMMON PLEAS  
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We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN

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

Loan #: 0003520501N2B

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MAR 13 2003

Attest.

  
Prothonotary/  
Clerk of Courts

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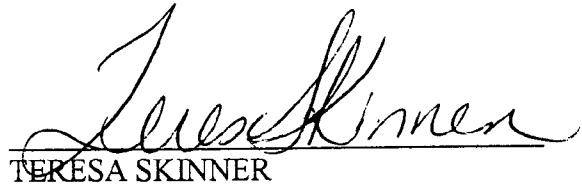
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Teresa Skinner

DATE 3/7/03

**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

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**CITIFINANCIAL MORTGAGE COMPANY**

vs.

**Plaintiff**

**Court of Common Pleas  
CLEARFIELD County  
No. 03-352-CD**

**RAYMOND J. ANGELETTI, JR.  
PATRICIA D. ANGELETTI**

**Defendant(s)**

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**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.

1/4/03  
Date

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

**FILED**

JAN 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED Notice  
M 4:00 PM JAN 12 2004  
Copy of Disc to C/A  
Disc to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
F/A

**COPY**

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

**CIVIL DIVISION**

**Citifinancial Mortgage Company**

**Vs.** **No. 2003-00352-CD**  
**Raymond J. Angeletti Jr. and**  
**Patricia D. Angeletti**

**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 January 12, 2004, marked:

Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of January A.D. 2004.

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William A. Shaw, Prothonotary