

03-871-CD
CITIFINANCIAL SERVICE INC. vs. RONALD P. MCGARVEY, e

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

CITIFINANCIAL SERVICES INC.

VS.

Sheriff Docket #

14199

03-871-CD

MCGARVEY, TANYA C. & RONALD P.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 21, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO RONALD P. MCGARVEY and TANYA C. MCGARVEY, DEFENDANTS AT 306 PUNKIN RIDGE ROAD, LAJOSE, PA. And RD#1 BOX 528, LAJOSE, PA. ACCORDING TO POST OFFICE DEFENDANTS MOVED OUT OF THE COUNTY, NO FORWARDING ADDRESS.

Return Costs

Cost	Description
38.44	SHERIFF HAWKINS PAID BY: ATTY CK# 17916
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

22 Day Of July 2003

William A. Shaw

So Answers,

Chester A. Hawkins
My Mary Ann
Chester A. Hawkins
Sheriff

FILED

22A @ 10:00 PM
JUL 22 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

I HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED.

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
Mortgagor(s) and Real Owner(s)

RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

CIVIL ACTION: MORTGAGE
FORECLOSURE No. 03-871-CD

**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.

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

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERSENTADAS, 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.

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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.

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

JUN 13 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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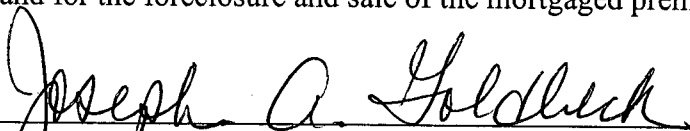
1. Plaintiff is CITIFINANCIAL SERVICES INC., 7467 New Ridge Road, Suite 222 Hanover, MD 21076.
2. The name(s) and address(es) of the Defendant(s) is/are TANYA C. MCGARVEY, 306 Punkin Ridge Road, Lajose, PA 15753 and RONALD P. MCGARVEY, 306 Punkin Ridge Road, Lajose, PA 15753, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On June 24, 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 #200210103. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. 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 November 11, 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	\$66,834.24
Interest from 10/11/2002	\$5,125.86
through 06/30/2003 at 10.6490%	
Per Diem interest rate at \$19.49	
Attorney's Fee at 5.0% of Principal Balance	\$3,341.71
Costs of suit and Title Search	\$900.00
	<hr/>
	\$76,201.81
Title/Appraisal Fee	+ \$225.00
	<hr/>
	\$76,426.81

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 \$76,426.81, together with interest at the rate of \$19.49, 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: 6/11/03



Jana Gantt
CITIFINANCIAL SERVICES INC.

WARRANTY DEED -- 1988

PLANKENHORN CO., WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the 3rd day of JUNE

in the year Two Thousand (2000)

BETWEEN RONALD C. McGARVEY and DEBRA McGARVEY, husband and wife, of Chest Township, Clearfield County, Pennsylvania, as tenants by the entireties, Grantors,

A
N
D

RONALD P. McGARVEY and TANYA C. McGARVEY, husband and wife, of R.D. 1, Box 528, LaJose, Pennsylvania 15753, Grantees,

WITNESSETH, That in consideration of One (\$1.00)

Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees ,

ALL that certain parcel of land situate in the Township of Chest, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of land now or formerly of Kenneth Hockenberry in the Northern line of Highway Route No. 17018, leading from Irvona to Westover; thence in part by said road, then crossing the same and leading along tract of 35 57/100 acres now or formerly owned by Kenneth McGarvey and Ruth Ann McGarvey, husband and wife, coming to the Southern edge of Route No. 17018 at the terminus of this course, the direction of which is south thirty-five (35) degrees forty (40) minutes west the length of which course is one thousand thirty (1030) feet, according to a survey of Guy A. Heil made in June 1971; thence by a line of land now or formerly of Michael Timko, Jr., south fifty-six (56) degrees east four hundred forty (440) feet to the Northwest corner of the two-acre parcel conveyed to Roger Coats and Carole Coats; thence by the land now or formerly of Coates north thirty-five (35) degrees east two hundred ninety-five (295) feet to a stake; thence still by land now or formerly of Coats south fifty-six (56) degrees east two hundred ninety-five (295) feet to a point in the line of land now or formerly of C.B. and W.B. Heil; thence by land now or formerly of Heil, marked by stones and trees, north thirty-five (35) degrees east six hundred twelve and five-tenths (612.5) feet to a stake in the line of land now or formerly of Kenneth Hockenberry, thence by the Hockenberry land north forty-five (45) degrees twenty-six (26) minutes west seven hundred twenty-eight (728) feet (crossing Route 17108 at the Eastern terminus of this road) and the place of beginning. Containing fourteen and thirty-seven one-hundredths (14 37/100) acres.

EXHIBIT A ACT 91 NOTICE

DATE OF NOTICE: May 7, 2003

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 notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida 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 2550 0707

SENDERS RECORD

Certified Article Number

7160 3901 9844 2550 0691

Certified Article Number

7160 3901 9844 2550 0684

SENDERS RECORD

Certified Article Number

7160 3901 9844 2550 0714

SENDERS RECORD

Date: May 7, 2003

Homeowners Name: TANYA C. MCGARVEY and RONALD P. MCGARVEY

Property Address: RD #1 Box 528, Lajose, PA

Loan Account No.: 2000510290940

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Service: 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: **RD #1 Box 528, Lajose, PA** 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 11/11/2002 thru 5/7/2003
(7 mos. at \$614.64/month) \$4,302.48
(b) Title/Appraisal Fees \$225.00
(c) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$4,527.48

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 \$ 4,527.48**, 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.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

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: 410-689-1669

Fax Number: 410-689-1610

Contact Person: Jana Gantt

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: Jana Gantt
Phone Number: 410-689-1669

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

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 - THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
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**I hereby certify this to be a true
and attested copy of the original
statement filed in this case.**

JUN 13 2003

Attest.

William L. Khan
Prothonotary/
Clerk of Courts

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IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED.

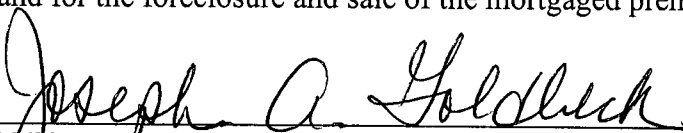
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4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due November 11, 2002, and each month thereafter are due and unpaid, and by the terms 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	\$66,834.24
Interest from 10/11/2002	\$5,125.86
through 06/30/2003 at 10.6490%	
Per Diem interest rate at \$19.49	
Attorney's Fee at 5.0% of Principal Balance	\$3,341.71
Costs of suit and Title Search	\$900.00
	<hr/> \$76,201.81
Title/Appraisal Fee	+ \$225.00
	<hr/> <hr/> \$76,426.81

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 \$76,426.81, together with interest at the rate of \$19.49, 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: 6-11-03



Jana Gantt
CITIFINANCIAL SERVICES INC.

WARRANTY DEED - 1988

PLANKENHORN CO., WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the 3rd day of June
in the year Two Thousand (2000)

BETWEEN RONALD C. MCGARVEY and DEBRA MCGARVEY, husband and wife, of Chest Township,
Clearfield County, Pennsylvania, as tenants by the entireties, Grantors,

A
N
D

RONALD P. MCGARVEY and TANYA C. MCGARVEY, husband and wife, of R.D. 1,
Box 528, LaJose, Pennsylvania 15753, Grantees,

WITNESSETH, That in consideration of One (\$1.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees, Dollars,

ALL that certain parcel of land situate in the Township of Chest, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of land now or formerly of Kenneth Hockenberry in the Northern line of Highway Route No. 17018, leading from Irvona to Westover; thence in part by said road, then crossing the same and leading along tract of 35 57/100 acres now or formerly owned by Kenneth McGarvey and Ruth Ann McGarvey, husband and wife, coming to the Southern edge of Route No. 17018 at the terminus of this course, the direction of which is south thirty-five (35) degrees forty (40) minutes west the length of which course is one thousand thirty (1030) feet, according to a survey of Guy A. Heil made in June 1971; thence by a line of land now or formerly of Michael Timko, Jr., south fifty-six (56) degrees east four hundred forty (440) feet to the Northwest corner of the two-acre parcel conveyed to Roger Coats and Carole Coats; thence by the land now or formerly of Coates north thirty-five (35) degrees east two hundred ninety-five (295) feet to a stake; thence still by land now or formerly of Coats south fifty-six (56) degrees east two hundred ninety-five (295) feet to a point in the line of land now or formerly of C.B. and W.B. Heil; thence by land now or formerly of Heil, marked by stones and trees, north thirty-five (35) degrees east six hundred twelve and five-tenths (612.5) feet to a stake in the line of land now or formerly of Kenneth Hockenberry, thence by the Hockenberry land north forty-five (45) degrees twenty-six (26) minutes west seven hundred twenty-eight (728) feet (crossing Route 17108 at the Eastern terminus of this road) and the place of beginning. Containing fourteen and thirty-seven one-hundredths (14 37/100) acres.

EXHIBIT AACT 91 NOTICE

DATE OF NOTICE: May 7, 2003

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 llamanda 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 2550 0707

SENDERS RECORD

Certified Article Number

7160 3901 9844 2550 0691

Certified Article Number

7160 3901 9844 2550 0684

SENDERS RECORD

Certified Article Number

7160 3901 9844 2550 0714

SENDERS RECORD

Date: May 7, 2003

Homeowners Name: **TANYA C. MCGARVEY and RONALD P. MCGARVEY**

Property Address: **RD #1 Box 528, Lajose, PA**

Loan Account No.: **2000510290940**

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: **RD #1 Box 528, Lajose, PA** 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 11/11/2002 thru 5/7/2003
(7 mos. at \$614.64/month) \$4,302.48
(b) Title/Appraisal Fees \$225.00
(c) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$4,527.48

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 \$ 4,527.48**, 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.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

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: 410-689-1669

Fax Number: 410-689-1610

Contact Person: Jana Gantt

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: Jana Gantt
Phone Number: 410-689-1669

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

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.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
Mortgagor(s) and Real Owner(s)

RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

CIVIL ACTION: MORTGAGE
FORECLOSURE No. *03-871-CD*

**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.

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

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 NOTIFICARJO, 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.

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

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211 1/2 E. Locust Street
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COMPLAINT IN MORTGAGE FORECLOSURE

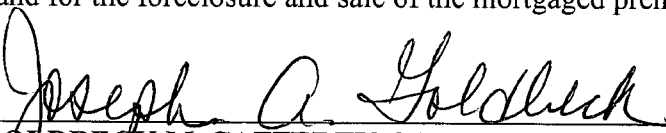
1. Plaintiff is CITIFINANCIAL SERVICES INC., 7467 New Ridge Road, Suite 222 Hanover, MD 21076.
2. The name(s) and address(es) of the Defendant(s) is/are TANYA C. MCGARVEY, 306 Punkin Ridge Road, Lajose, PA 15753 and RONALD P. MCGARVEY, 306 Punkin Ridge Road, Lajose, PA 15753, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On June 24, 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 #200210103. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. 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 November 11, 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:

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through 06/30/2003 at 10.6490%	
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WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$76,426.81, together with interest at the rate of \$19.49, 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: 6-11-03



Jana Gantt
CITIFINANCIAL SERVICES INC.

WARRANTY DEED - 1988

PLANKENHORN CO., WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the 3rd day of June
in the year Two Thousand (2000)

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A
N
D

RONALD P. McGARVEY and TANYA C. McGARVEY, husband and wife, of R.D. 1,
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WITNESSETH, That in consideration of One (\$1.00)

Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
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DATE OF NOTICE: May 7, 2003

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

Certified Article Number

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SENDERS RECORD

Certified Article Number

7160 3901 9844 2550 0714

SENDERS RECORD

Date: May 7, 2003

Homeowners Name: **TANYA C. MCGARVEY and RONALD P. MCGARVEY**

Property Address: **RD #1 Box 528, Lajose, PA**

Loan Account No.: **2000510290940**

Original Lender: **CITIFINANCIAL SERVICES INC.**

Current Lender/Servicer: **CITIFINANCIAL SERVICES INC.**

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**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: **RD #1 Box 528, Lajose, PA** 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 11/11/2002 thru 5/7/2003
(7 mos. at \$614.64/month) \$4,302.48
(b) Title/Appraisal Fees \$225.00
(c) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$4,527.48

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 \$ 4,527.48**, 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.
7467 New Ridge Road
Suite 222
Hanover, MD 21076

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: 410-689-1669

Fax Number: 410-689-1610

Contact Person: Jana Gantt

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: Jana Gantt
Phone Number: 410-689-1669

**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

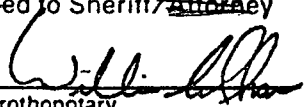
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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

8/13/03 Document
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~
for service.

~~Deputy~~ Prothonotary

FILED

JUN 13 2003

William A. Shaw
Prothonotary

CA

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.	:	IN THE COURT OF COMMON PLEAS
7467 New Ridge Road	:	
Suite 222	:	OF CLEARFIELD COUNTY
Hanover, MD 21076	:	
vs.	:	
	:	No. 03-871 CD
TANYA C. MCGARVEY	:	
RONALD P. MCGARVEY	:	
(Mortgagors and Real Owners)	:	
RD #1 Box 528	:	
Lajose, PA 15753	:	

ORDER

AND NOW, this 1st day of August 2003,
upon consideration of the Plaintiff's Motion for Substituted
Service under Pa.R.C.P. 430(a) and it appearing to the Court that
Plaintiff's good faith efforts to ascertain the present whereabouts
of Defendants has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or
Plaintiff is directed to Serve the Complaint in Mortgage
Foreclosure upon Defendants by posting a copy of the Complaint upon
the premises RD #1 Box 528, Lajose, PA 15753, and Plaintiff is
directed to serve the Complaint by certified and regular mail to
the Defendants' last known address at 306 Punkin Ridge Road,
Lajose, PA 15753, and that all further service of legal papers,

including but not limited to motions, petitions and rules be made by certified and regular mail to Defendants' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to Defendants' last known address by certified and regular mail and by posting the premises.

BY THE COURT:

J.

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be the name of a judge or court official.

FILED

AUG 01 2003

William A. Shaw
Prothonotary

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

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

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagors and Real Owners)
RD #1 Box 528
Lajose, PA 15753

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY
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:
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No. 03-871 CD

FILED

JUL 31 2003

m/11:26/no cc

William A. Shaw
Prothonotary

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.

MOTION FOR SUBSTITUTED SERVICE
UNDER PA.R.C.P. 430(a)

Plaintiff, by and through its attorney, Michael T. McKeever, Esquire, in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises RD #1 Box 528, Lajose, PA 15753, hereinafter, the "mortgaged premises".

2. Defendants, TANYA C. MCGARVEY and RONALD P. MCGARVEY, are the mortgagors and real owners of the mortgaged premises.

3. The last known address of Defendants' is 306 Punkin Ridge Road, Lajose, PA 15753 as set forth in Paragraph 2 of the Complaint.

4. The Sheriff has been unable to effect service of the Complaint upon Defendants at their last known address after numerous attempts.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendants.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Complaint upon Defendants by posting the premises and certified and regular mail to the Defendants' last known address.



BY: MICHAEL T. MCKEEVER, ESQUIRE

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.	:	IN THE COURT OF COMMON PLEAS
7467 New Ridge Road	:	
Suite 222	:	OF CLEARFIELD COUNTY
Hanover, MD 21076	:	
vs.	:	
	:	No. 03-871 CD
	:	
TANYA C. MCGARVEY	:	
RONALD P. MCGARVEY	:	
(Mortgagors and Real Owners)	:	
RD #1 Box 528	:	
Lajose, PA 15753	:	

VERIFICATION

I, MICHAEL T. MCKEEVER, ESQUIRE, Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service 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.



BY: MICHAEL T. MCKEEVER, ESQUIRE

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.	:	IN THE COURT OF COMMON PLEAS
7467 New Ridge Road	:	
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Hanover, MD 21076	:	
vs.	:	
	:	No. 03-871 CD
TANYA C. MCGARVEY	:	
RONALD P. MCGARVEY	:	
(Mortgagors and Real Owners)	:	
RD #1 Box 528	:	
Lajose, PA 15753	:	

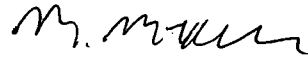
MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR SUBSTITUTED SERVICE UNDER Pa.R.C.P. 430(a)

Plaintiff has filed a Complaint in Mortgage Foreclosure against Defendants which the Sheriff has been unable to personally serve upon Defendants. As noted in the attached Motion, Plaintiff has made a good faith attempt to ascertain Defendants' whereabouts without success. Accordingly, the Court may approve alternative means of service. See Pa.R.C.P. 430(a).

CONCLUSION

For reasons stated above and in the attached Motion, the Court should enter an order allowing Plaintiff to serve the Complaint in Mortgage Foreclosure upon Defendants by posting the premises and certified mail and regular mail to the Defendants' last known address.

Respectfully submitted,



MICHAEL T. MCKEEVER, ESQUIRE

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **CIMD-0019**

Attorney Firm: **GOLDBECK, MCCAFFERTY & MCKEEVER**

Case Number:

Subject: **Tanya C and Ronald P Mcgarvey**

A.K.A.: **Tanya C Zunner**

Property Address: **Rd 1 Box 528**
La Jose, PA 15753

Last Known Address: **306 Punkin Ridge Road**
Lajose, PA 15753

Last Known Number: () -

Melissa Kozma, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On 5/9/2003, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

A. SOCIAL SECURITY NUMBER(S): - -

B. EMPLOYMENT SEARCH:

We were unable to verify current employment for Tanya C Mcgarvey or Ronald P Mcgarvey.

C. INQUIRY OF CREDITORS:

Creditors indicated the last reported address for Tanya C Mcgarvey and Ronald P Mcgarvey is 306 Punkin Ridge Road, Lajose, PA 15753 with no valid home number. Tanya and Ronald filed chapter 7 bankruptcy in February 2002 with attorney Mary K Wheeler. A release date of June 2002 is given. Case#02-21997.

INQUIRY OF TELEPHONE COMPANY -

A. DIRECTORY ASSISTANCE SEARCH:

Directory assistance had no listing for Tanya C Mcgarvey or Ronald P Mcgarvey. We called (717) 664-2087 and spoke with a relative who stated Tanya C Mcgarvey and Ronald P Mcgarvey are living at 306 Punkin Ridge Road, Lajose, PA 15753.

INQUIRY OF NEIGHBORS -

N/A

INQUIRY OF POST OFFICE -

A. NATIONAL ADDRESS UPDATE:

As of May 7, 2003 the National Change of Address (NCOA) has no change for Tanya C Mcgarvey or Ronald P Mcgarvey from 306 Punkin Ridge Road, Lajose, PA 15753.

MOTOR VEHICLE REGISTRATION -

A. MOTOR VEHICLE & DMV OFFICE:

The Pennsylvania Department of Motor Vehicles has Tanya C Mcgarvey and Ronald P Mcgarvey listed at 306 Punkin Ridge Road, Lajose, PA 15753.

OTHER INQUIRIES -

A. DEATH RECORDS:

As of May 7, 2003 the Social Security Administration has no death records on file for Tanya C Mcgarvey or Ronald P Mcgarvey and/or A.K.A's under the social security numbers provided.

B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):

None Found.

C. COUNTY VOTER REGISTRATION:

The Clearfield County Voters Registration Office has Tanya C Mcgarvey and Ronald P Mcgarvey listed at 306 Punkin Ridge Road, Lajose, PA 15753.

OTHER SEARCHES -

The social security number(s) provided have been verified.

ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:

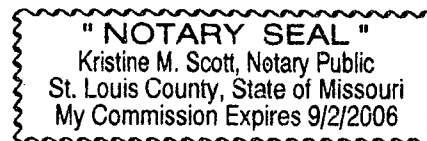
Tanya - We were unable to verify date of birth.

Ronald - October 1975


AFFIANT Melissa Kozma

Subscribed and sworn to before me on 05/09/2003


NOTARY PUBLIC



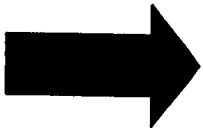
Players National Locator 113 Old State Road, Suite 104 St. Louis, MO 63021

Phone: (636) 230-9922 Fax: (636) 230-0558

SHERIFF'S DEPARTMENT CLEARFIELD COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ CITIFINANCIAL SERVICES INC.	COURT NUMBER	
DEFENDANT/S/ TANYA C. MCGARVEY and RONALD P. MCGARVEY	TYPE OF WRIT OR COMPLAINT MORTGAGE FORECLOSURE	

SERVE



AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE
TANYA C. MCGARVEY

ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code)
306 Punkin Ridge Road, Lajose, PA 15753

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

SIGNATURE OF ATTORNEY

Joseph A. Goldbeck, Jr.

TELEPHONE NUMBER
(215) 627-1322

DATE
June 3, 2003

ADDRESS OF ATTORNEY

GOLDBECK McCAFFERTY & McKEEVER
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106

SHERIFF'S DEPARTMENT CLEARFIELD COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ CITIFINANCIAL SERVICES INC.		COURT NUMBER
DEFENDANT/S/ TANYA C. MCGARVEY and RONALD P. MCGARVEY		TYPE OF WRIT OR COMPLAINT MORTGAGE FORECLOSURE

SERVE



AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE
RONALD P. MCGARVEY

ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code)
306 Punkin Ridge Road, Lajose, PA 15753

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

SIGNATURE OF ATTORNEY

Joseph A. Goldbeck, Jr.

TELEPHONE NUMBER
(215) 627-1322

DATE
June 3, 2003

ADDRESS OF ATTORNEY

GOLDBECK McCAFFERTY & McKEEVER
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106

SHERIFF'S DEPARTMENT CLEARFIELD COUNTY

SHERIFF SERVICE INSTRUCTIONS		
PLAINTIFF/S/ CITIFINANCIAL SERVICES INC.	COURT NUMBER	
DEFENDANT/S/ TANYA C. MCGARVEY and RONALD P. MCGARVEY	TYPE OF WRIT OR COMPLAINT MORTGAGE FORECLOSURE	

SERVE



AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE
TANYA C. MCGARVEY

ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code)
Rd #1 Box 528, Lajose, PA 15753

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

SIGNATURE OF ATTORNEY

Joseph A. Goldbeck, Jr.

TELEPHONE NUMBER
(215) 627-1322

DATE
June 3, 2003

ADDRESS OF ATTORNEY

GOLDBECK McCAFFERTY & McKEEVER
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL SERVICES INC.

VS.

MCGARVEY, TANYA C. & RONALD P.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14199

03-871-CD

COPY

SHERIFF RETURNS

NOW JULY 21, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO RONALD P. MCGARVEY and TANYA C. MCGARVEY, DEFENDANTS AT 306 PUNKIN RIDGE ROAD, LAJOSE, PA. And RD#1 BOX 528, LAJOSE, PA. ACCORDING TO POST OFFICE DEFENDANTS MOVED OUT OF THE COUNTY, NO FORWARDING ADDRESS.

Return Costs

Cost	Description
38.44	SHERIFF HAWKINS PAID BY: ATTY CK# 17916
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

____ Day Of _____ 2003

So Answers,



Chester A. Hawkins
Sheriff

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

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

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagors and Real Owners)
RD #1 Box 528
Lajose, PA 15753

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY
:
:
: No. 03-871 CD
:
:
:
:

CERTIFICATE OF SERVICE

MICHAEL T. MCKEEVER, Esquire, do hereby certify that true
and correct copies of the the foregoing Motion for Substituted
Service have been served upon the Defendants this 29th day of
July, 2003, by first class mail, postage prepaid.


BY: MICHAEL T. MCKEEVER, ESQUIRE

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.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

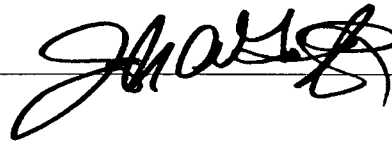
ACTION OF MORTGAGE FORECLOSURE

Term
No. 03-871-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

FILED

AUG 13 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

vs.

TANYA C. MCGARVEY and RONALD P.
MCGARVEY
Mortgagor(s)
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON
PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

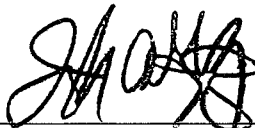
ACTION OF MORTGAGE
FORECLOSURE

Term
No. 03-871-CD

CERTIFICATE OF SERVICE

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on **8-20-03**
he did serve upon Defendant(s) TANYA C. MCGARVEY and RONALD P. MCGARVEY a true and
correct copy of the above-captioned Complaint by certified and regular mail in accordance with the Court
Order dated AUGUST 1, 2003. The undersigned understands that the statements herein and subject to
the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,




GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

FILED

ml 1:30 pm
AUG 25 2003

William A. Shaw
Prothonotary/Clerk of Courts

no c/c 

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL SERVICES INC.

VS.

MCGARVEY, TANYA C. & RONALD P.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14199

03-871-CD

SHERIFF RETURNS

NOW AUGUST 23, 2003 AT 10:53 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF RONALD P. MCGARVEY and TANYA C. MCGARVEY, DEFENDANTS AT RR#1 BOX 306, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA. TWO COPIES WERE POSTED.

Return Costs

Cost	Description
34.44	SHERIFF HAWKINS PAID BY: ATTY CK# 181100
20.00	SURCHARGE PAID BY: ATTY CK# 181101

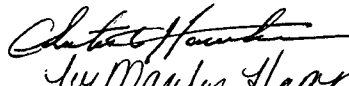
Sworn to Before Me This

2nd Day Of Sept 2003



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

So Answers,



Chester A. Hawkins
Sheriff

FILED

01/31/17/31
SEP 02 2003

William A. Shaw
Prothonotary/Clerk of Courts

In the Court of Common Pleas of Clearfield County

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

No. 03-871-CD

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 TANYA C. MCGARVEY and RONALD P. MCGARVEY by default for want of an Answer.

Assess damages as follows:

Debt

\$78,297.85

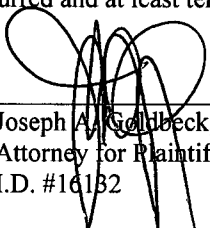
Interest - 10/11/2002 to 10/04/2003

Total

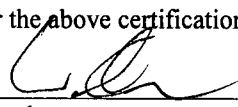
(Assessment of Damages attached)

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 OCT. 9, 2003, Judgment is entered in favor of CITIFINANCIAL SERVICES INC. and against TANYA C. MCGARVEY and RONALD P. MCGARVEY by default for want of an Answer and damages assessed in the sum of \$78,297.85 as per the above certification.


Prothonotary

FILED

OCT 09 2003

William A. Shaw
Prothonotary/Clerk of Courts

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: **September 15, 2003**

TO:

RONALD P. MCGARVEY

RD #1 Box 528
Lajose, PA 15753

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON
PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 03-871-CD

TO: **RONALD P. MCGARVEY**

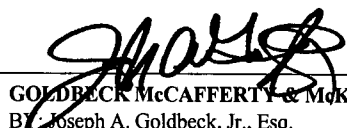
RD #1 Box 528
Lajose, PA 15753

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 215-627-132

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: **September 15, 2003**

TO:

TANYA C. MCGARVEY
RD #1 Box 528
Lajose, PA 15753

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON
PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 03-871-CD

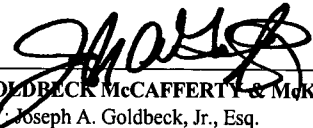
TO: **TANYA C. MCGARVEY**
RD #1 Box 528
Lajose, PA 15753

IMPORTANT NOTICE

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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 215-627-132

**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: **September 15, 2003**

TO:

RONALD P. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

Term
No. 03-871-CD

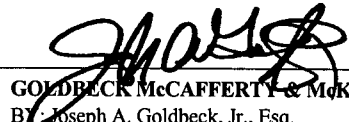
TO: **RONALD P. MCGARVEY**
306 Punkin Ridge Road
Lajose, PA 15753

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: **September 15, 2003**

TO:

TANYA C. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

Term
No. 03-871-CD

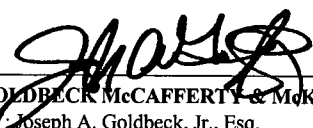
TO: **TANYA C. MCGARVEY**
306 Punkin Ridge Road
Lajose, PA 15753

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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P.O. Box 186
Harrisburg, PA 17108
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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

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

No. 03-871-CD

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagors and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

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 5000 – Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
215-627-1322

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagor(s) and Record owner(s))
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-871-CD

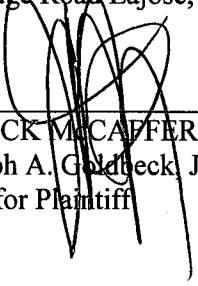
ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL SERVICES INC., and against TANYA C. MCGARVEY and RONALD P. MCGARVEY 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 \$78,297.85.



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 TANYA C. MCGARVEY, 306 Punkin Ridge Road Lajose, PA 15753 and RONALD P. MCGARVEY, 306 Punkin Ridge Road Lajose, PA 15753;



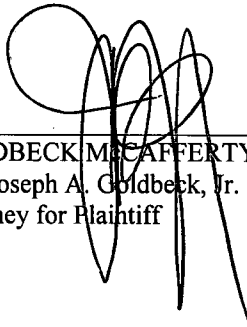
GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$66,834.24
Interest from 10/11/2002 through 10/04/2003	\$6,996.90
Attorney's Fee at 5.0000% of principal balance	\$3,341.71
Late Charges	\$0.00
Costs of Suit and Title Search	\$900.00
Title/Appraisal Fee	\$225.00 (\$0.00)
	<hr/>
	\$78,297.85



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

AND NOW, this 9 day of Oct., 2003 damages are assessed as above.



Pro Prothy

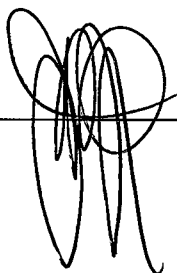
VERIFICATION OF NON-MILITARY SERVICE

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, TANYA C. MCGARVEY, is about unknown years of age, that Defendant's last known residence is 306 Punkin Ridge Road, Lajose, PA 15753, 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:



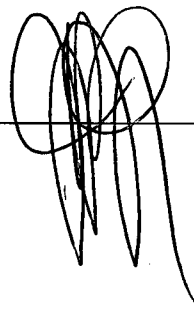
VERIFICATION OF NON-MILITARY SERVICE

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, RONALD P. MCGARVEY, is about unknown years of age, that Defendant's last known residence is 306 Punkin Ridge Road, Lajose, PA 15753, 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, consisting of several loops and a long vertical stroke, positioned over a horizontal line.

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

CitiFinancial Services, Inc.
Plaintiff(s)

No.: 2003-00871-CD

Real Debt: \$78297.85

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald P. McGarvey
Tanya C. McGarvey
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 9, 2003

Expires: October 9, 2008

Certified from the record this October 9, 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 4000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
Mortgagor(s) and Record Owner(s)
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-871-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

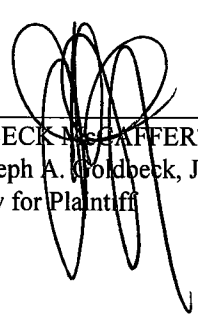
Amount Due

\$78,297.85

Interest from
10/11/2002 to
10/04/2003 at
10.6490%

(Costs to be added)

132.00 PAID TO PROTHONOTARY


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

FILED

OCT 09 2003
03:40 PM
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT W/ 6 WAYS TO
STAMP

ALL that certain parcel of land situate in the Township of Chest, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of land now or formerly of Kenneth Hockenberry in the Northern line of Highway Route No. 17018, leading from Irvona to Westover; thence in part by said road, then crossing the same and leading along tract of 35 57/100 acres now or formerly owned by Kenneth McGarvey and Ruth Ann McGarvey, husband and wife, coming to the Southern edge of Route No. 17018 at the terminus of this course, the direction of which is south thirty-five (35) degrees forty (40) minutes west the length of which course is one thousand thirty (1030) feet, according to a survey of Guy A. Heil made in June 1971; thence by a line of land now or formerly of Michael Timko, Jr., south fifty-six (56) degrees east four hundred forty (440) feet to the Northwest corner of the two-acre parcel conveyed to Roger Coats and Carole Coats; thence by the land now or formerly of Coates north thirty-five (35) degrees east two hundred ninety-five (295) feet to a stake; thence still by land now or formerly of Coats south fifty-six (56) degrees east two hundred ninety-five (295) feet to a point in the line of land now or formerly of C.E. and W.B. Heil; thence by land now or formerly of Heil, marked by stones and trees, north thirty-five (35) degrees east six hundred twelve and five-tenths (612.5) feet to a stake in the line of land now or formerly of Kenneth Hockenberry, thence by the Hockenberry land north forty-five (45) degrees twenty-six (26) minutes west seven hundred twenty-eight (728) feet (crossing Route 17108 at the Eastern terminus of this road) and the place of beginning. Containing fourteen and thirty-seven one-hundredths (14 37/100) acres.

FILED

OCT 09 2003

William A. Shaw
Prothonotary/Clerk of Courts

Term
No. 03-871-CD
IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

TANYA C. MCGARVEY and
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Jospeh A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
215-627-1322

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.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
RD #1 Box 528
Lajose, PA 15753

In the Court of Common Pleas of
Clearfield County

No. 03-871-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

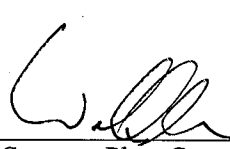
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: RD #1 Box 528 Lajose, PA 15753

See Exhibit "A" attached

AMOUNT DUE	<u>\$78,297.85</u>
Interest From 10/11/2002 Through 10/04/2003	<u> </u>
(Costs to be added)	<u>132.00</u>

Dated: OCT. 9, 2003



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 03-871-CD

IN THE COURT OF COMMON PLEAS

CITIFINANCIAL SERVICES INC.

vs.

TANYA C. MCGARVEY and
RONALD P. MCGARVEY
Mortagor(s)

RD #1 Box 528 Lajose, PA 15753

WRIT OF EXECUTION

(Mortgage Foreclosure)

\$78,297.85

REAL DEBT

INTEREST from

COSTS PAID:

PROTHY

SHERIFF

STATUTORY

COSTS DUE PROTHY

Office of Judicial Support

Judg. Fee

Cr.

Sat.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

ALL that certain parcel of land situate in the Township of Chest, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post in line of land now or formerly of Kenneth Hockenberry in the Northern line of Highway Route No. 17018, leading from Irvona to Westover; thence in part by said road, then crossing the same and leading along tract of 35 57/100 acres now or formerly owned by Kenneth McGarvey and Ruth Ann McGarvey, husband and wife, coming to the Southern edge of Route No. 17018 at the terminus of this course, the direction of which is south thirty-five (35) degrees forty (40) minutes west the length of which course is one thousand thirty (1030) feet, according to a survey of Guy A. Heil made in June 1971; thence by a line of land now or formerly of Michael Timko, Jr., south fifty-six (56) degrees east four hundred forty (440) feet to the Northwest corner of the two-acre parcel conveyed to Roger Coats and Carole Coats; thence by the land now or formerly of Coates north thirty-five (35) degrees east two hundred ninety-five (295) feet to a stake; thence still by land now or formerly of Coats south fifty-six (56) degrees east two hundred ninety-five (295) feet to a point in the line of land now or formerly of C.E. and W.B. Heil; thence by land now or formerly of Heil, marked by stones and trees, north thirty-five (35) degrees east six hundred twelve and five-tenths (612.5) feet to a stake in the line of land now or formerly of Kenneth Hockenberry, thence by the Hockenberry land north forty-five (45) degrees twenty-six (26) minutes west seven hundred twenty-eight (728) feet (crossing Route 17108 at the Eastern terminus of this road) and the place of beginning. Containing fourteen and thirty-seven one-hundredths (14 37/100) acres.

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.

TANYA C. MCGARVEY

RONALD P. MCGARVEY

Mortgagors and Record Owners

RD #1 Box 528

Lajose, PA 15753

Defendants

FILED

DEC 12 2003

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-871-CD

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). 10
- () Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
- () 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.

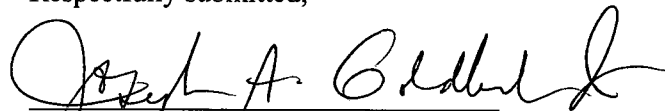
IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

- ☒ Premises was posted by Sheriff's Office/competent adult (copy of return attached). 10/30/03 PER LINDA
- () Certified Mail & ordinary mail by Sheriff's Office (copy of return attached). OF SHERIFF'S
- ☒ Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached). OFFICE

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

7160 3901 9848 1554 4571

TO: MCGARVEY, TANYA C.
TANYA C. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
October 8, 2003

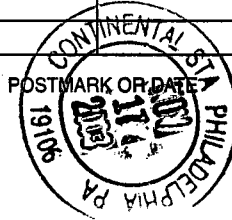
REFERENCE: MCGARVEY, TANYA C. / CIMD-0019
- Clearfield

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)

The illustration shows a curved arrow labeled "(Form 3800)" pointing to a small rectangular form (Form 3800) being inserted between a larger "RETURN RECEIPT REQUESTED" form and a mailpiece. The mailpiece has a return address and a postage meter stamp.

(Form 3800)

TO: P 981 841 789
 David D. Doe
 Legal Segment Marketing Manager
 Walz Postal Solutions, Inc.
 1588 South Mission Rd. Suite 110
 Fallbrook, CA 92028-4112

SENDER:

Your Firm Name
 123 Main Street, #1234
 City, State 12345

RETURN RECEIPT REQUESTED

David D. Doe
 Legal Segment Marketing Manager
 Walz Postal Solutions, Inc.
 1588 South Mission Rd. Suite 110
 Fallbrook, CA 92028-4112

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 3903 9848 1554 4564

TO: MCGARVEY, RONALD P.
RONALD P. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
October 8, 2003

REFERENCE: MCGARVEY, TANYA C. / CIMD-0019
- Clearfield

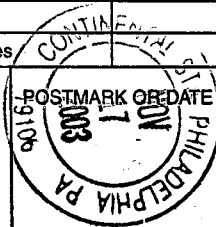
PS Form 3800, June 2000

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.
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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)

(Form 3800)

TO: P 961 841 789
David D. Doe
Legal Segment Marketing Manager
Weitz Postal Solutions, Inc.
1588 South Mission Rd. Suite 110
Fallsbrook, CA 92028-4112

SENDER: David D. Doe
Legal Segment Marketing Manager
Weitz Postal Solutions, Inc.
1588 South Mission Rd. Suite 110
Fallsbrook, CA 92028-4112

Your Firm Name
123 Main Street, #1254
City, State 12345

RETURN RECEIPT REQUESTED

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.

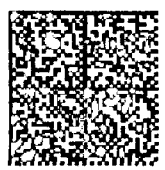
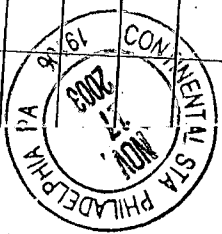
GOLDBECK McCAFFERTY & McKEEVER
 Suite 500 The Bourse Building
 111 S. Independence Mall East
 Philadelphia, Pennsylvania 19106

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (if Reg.)	Insured Value	Due Sender if COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1		PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675													
2		DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830													
3		TENANTS/OCCUPANTS RD #1 Box 528 Lajose, PA													
4		MCGARVEY, TANYA C. TANYA C. MCGARVEY 306 Punkin Ridge Road Lajose, PA 15753													
5		MCGARVEY, RONALD P. RONALD P. MCGARVEY 306 Punkin Ridge Road Lajose, PA 15753													
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office			Postmaster, Per (Name of receiving employ. -)									

PS Form 3877, April 1999

Complete by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece, subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise Domestic Mail Manual R900, R913, and R921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (4) and Standard Mail (6) parcels.



UNITED STATES POSTAGE
 02 1A
 0004340453
 \$04.50
 NOV 17 2003
 MAILED FROM ZIP CODE 19106

McGarvey, Ronald + Tanya
ATND-0019

Clearfield

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.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
Mortgagors and Record Owners

RD #1 Box 528
Lajose, PA 15753

Defendants

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-871-CD

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:

RD #1 Box 528
Lajose, PA 15753

1. Name and address of Owners or Reputed Owners:

TANYA C. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

RONALD P. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

2. Name and address of Defendants in the judgment:

TANYA C. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

RONALD P. MCGARVEY
306 Punkin Ridge Road
Lajose, PA 15753

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
RD #1 Box 528
Lajose, PA

(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: December 5, 2003


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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14717

CITIFINANCIAL SERVICES INC.

03-871-CD

VS.

MCGARVEY, RONALD P.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 30, 2003 @ 10:30 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 JANUARY 9, 2004 WAS SET.

NOW, NOVEMBER 3, 2003, MAILED BY REGULAR AND CERTIFIED MAIL TO TONYA C MCGARVEY AT 306 PUNKIN RIDGE ROAD, LAJOSE, PA A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, CERTIFIED #70022410000372241685, PER COURT ORDER

NOW, NOVEMBER 5, 2003 SERVED TANYA C. MCGARVEY BY CERTIFIED MAIL SIGNED FOR BY TANYA C. MCGARVEY AT 667 MURRAY AVE., APT #133, PATTON, PA 16668 WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, PER COURT ORDER.

NOW, NOVEMBER 3, 2003 MAILED BY REGUALR AND CERTIFIED MAIL TO RONALD P. MCGARVEY AT 306 PINKIN RIDGE ROAD, LAJOSE, PA 15753, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY, CERTIFIED #70022410000372241678, PER COURT ORDER.

NOW, NOVEMBER 6, 2003 SERVED RONALD P. MCGARVEY, DEFENDANT, BY CERTIFIED MAIL AT 306 PUNKIN RIDGE ROAD, LAJOE, PA WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY, PER COURT ORDER.

NOW, JANUARY 9, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$16,000.00 + COSTS.

FILED

APR 08 2004

3:00 PM

William A. Shaw

Prothonotary/Clerk of Courts

5.00
AUG 14

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14717

CITIFINANCIAL SERVICES INC.

03-871-CD

VS.

MCGARVEY, RONALD P.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 19, 2004 PLAINTIFF WAS BILLED FOR ADDITIONAL COSTS DUE.

NOW, JANUARY 29, 2004 RECEIVED A CHECK FROM THE ATTORNEY FOR
ADDITIONAL COSTS DUE.

NOW, APRIL 6, 2004 PAID COSTS FROM THE ADVANCE AND ADDITONAL CHECK
FROM THE ATTORNEY.

NOW, APRIL 8, 2004 RETURN THE WRIT AS A SALE BEING HELD ON THE
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE
PLAINTIFF FOR \$16,000.000 + COSTS.

NOW, APRIL 8, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$559.38
SURCHARGE \$40.00
PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14717

CITIFINANCIAL SERVICES INC.

03-871-CD

VS.

MCGARVEY, RONALD P.

WRIT OF EXECUTION

REAL ESTATE

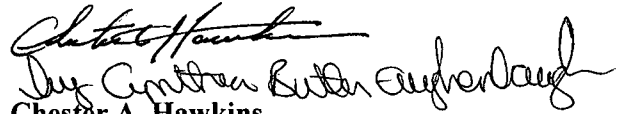
SHERIFF RETURNS

Sworn to Before Me This

So Answers,

8 Day Of April 2004





Chester A. Hawkins

Sheriff

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

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff

vs.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
Mortgagor(s) and Record Owner(s)
RD #1 Box 528
Lajose, PA 15753

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-871-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

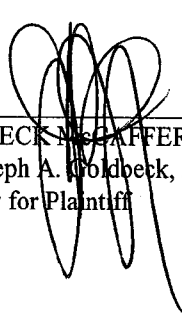
Amount Due

\$78,297.85

Interest from
10/11/2002 to
10/04/2003 at
10.6490%

(Costs to be added)

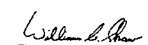
132.00 Paid Prothonotary


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

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

OCT 09 2003

Attest.


Prothonotary/
Clerk of Courts

Term
No. 03-871-CD
IN THE COURT OF COMMON PLEAS

CITIFINANCIAL SERVICES INC.

vs.

TANYA C. MCGARVEY and
RONALD P. MCGARVEY
(Mortgagor(s) and Record Owner(s))
RD #1 Box 528
Lajose, PA 15753

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Jospeh A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
215-627-1322

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.

TANYA C. MCGARVEY
RONALD P. MCGARVEY
RD #1 Box 528
Lajose, PA 15753

In the Court of Common Pleas of
Clearfield County

No. 03-871-CD

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: RD #1 Box 528 Lajose, PA 15753

See Exhibit "A" attached

AMOUNT DUE

\$78,297.85

Interest From 10/11/2002
Through 10/04/2003

(Costs to be added)

Dated: _____

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 03-871-CD

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

TANYA C. MCGARVEY and
RONALD P. MCGARVEY
Mortagor(s)
RD #1 Box 528 Lajose, PA 15753

WRIT OF EXECUTION	
(Mortgage Foreclosure)	
REAL DEBT	\$78,297.85
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
(215) 627-1322

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MCGARVEY NO. 03-871-CD

NOW, January 9, 2004 , 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 9TH day of JANUARY 2004, I exposed the within described real estate of TANYA C. MCGARVEY AND RONALD P. MCGARVEY 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 \$16,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	19.44
POSTING	15.00
CSDS	10.00
COMMISSION 2%	320.00
POSTAGE	14.94
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	16,000.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00
TOTAL SHERIFF COSTS	559.38

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	78,297.85
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	78,297.85

COSTS:

ADVERTISING	398.79
TAXES - collector	RETURNED
TAXES - tax claim	3,242.29
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	559.38
LEGAL JOURNAL AD	189.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS	4,694.96
--------------------	-----------------

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

COPY

8/13/03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Deputy Prothonotary

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

ATTORNEY
COPY

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

: IN THE COURT OF COMMON PLEAS
:
: OF CLEARFIELD COUNTY
:
:
: No. 03-871 CD

TANYA C. MCGARVEY
RONALD P. MCGARVEY
(Mortgagors and Real Owners)
RD #1 Box 528
Lajose, PA 15753

ORDER

AND NOW, this 1st day of August 2003,
upon consideration of the Plaintiff's Motion for Substituted
Service under Pa.R.C.P. 430(a) and it appearing to the Court that
Plaintiff's good faith efforts to ascertain the present whereabouts
of Defendants has been unsuccessful, it is,
ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or
Plaintiff is directed to Serve the Complaint in Mortgage
Foreclosure upon Defendants by posting a copy of the Complaint upon
the premises ~~X~~ RD #1 Box 528, Lajose, PA 15753, and Plaintiff is
directed to serve the Complaint by certified and regular mail to
the Defendants' last known address at ~~X~~ 306 Punkin Ridge Road,
Lajose, PA 15753, and that all further service of legal papers,

including but not limited to motions, petitions and rules be made by certified and regular mail to Defendants' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to Defendants' last known address by certified and regular mail and by posting the premises.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

AUG 01 2003

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

Ronald P. McCarvey
306 Punkin Ridge Road
Lafosse, PA 15753

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
 B. Received by ☒ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7002 2410 0003 7224 1678

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.65
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To

Tanya C. McCarvey

Street, Apt. No. 306 Punkin Ridge Road

or PO Box No.

City, State, ZIP+4 Lafosse, PA 15753

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

Tanya C. McCarvey
306 Punkin Ridge Road
Lafosse, PA 15753

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
 B. Received by ☒ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7002 2410 0003 7224 1685

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

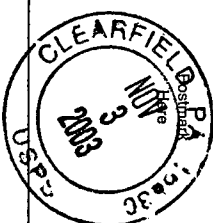
102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.65
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To

Ronald P. McCarvey

Street, Apt. No. 306 Punkin Ridge Road

or PO Box No.

City, State, ZIP+4 Lafosse, PA 15753

PS Form 3800, June 2002

See Reverse for Instructions