

03-1293-CD
CITY FINANCIAL MORTGAGE CO. INC. et al vs. RICHARD D LLOYD

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 MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

vs.

RICHARD D. LLOYD
Mortgagor(s) and Real Owner(s)

1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 03-1293-CJ

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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 PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES 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

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

FILED

SEP 02 2003

William A. Shaw
Prothonotary/Clerk of Courts

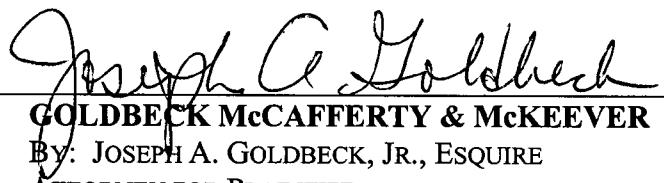
COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., 1111 Northpoint Drive, Building 4, Suite 100 Coppell, TX 75019-3931.
2. The name(s) and address(es) of the Defendant(s) is/are RICHARD D. LLOYD, 1028 West Hannah Street, Houtzdale, PA 16651, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On February 25, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book #200003045. 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 May 01, 2003, 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	\$45,212.76
Interest from 04/01/2003	\$5,316.60
through 08/31/2003 at 13.8900%	
Per Diem interest rate at \$17.44	
Attorney's Fee at 5.0% of Principal Balance	\$2,260.64
Costs of suit and Title Search	\$900.00
	<hr/>
Escrow Debit	\$53,690.00
Fees	+ \$85.00
	<hr/>
	+\$12.00
	<hr/>
	\$53,787.00

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.

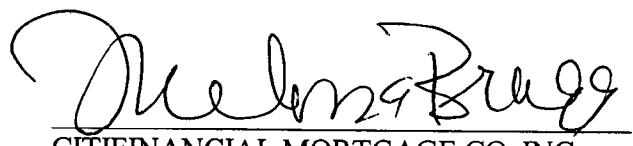
WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$53,787.00, together with interest at the rate of \$17.44, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 
GOLDBECK McCAFFERTY & McKEEVER
By: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Melissa Bragg, 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: 8-25-03


Melissa Bragg
CITIFINANCIAL MORTGAGE CO. INC.

FROM:
LEONARD KRYSIAK, a/k/a LEONARD T. KRYSIAK and FRANCES KRYSIAK, a/k/a
FRANCES M. KRYSIAK, husband and wife

MAIL TO:
RICHARD D. LLOYD, Unmarried

Houtzdale, PA 16651

[Space Above This Line for Recording]

Special Warranty Deed

This Indenture, Made the 25th day of February 2000 Between
LEONARD KRYSIAK, a/k/a LEONARD T. KRYSIAK and FRANCES KRYSIAK
a/k/a FRANCES M. KRYSIAK, husband and wife, grantors, and
RICHARD D. LLOYD, Unmarried, grantee.

Witnesseth, that said GRANTORS for and in consideration of the sum of

----- FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) -----
paid to the GRANTORS by the GRANTEE do grant, bargain, sell and convey unto the said GRANTEE, their heirs and assigns,

ALL those certain lots or parcels of ground situate in the Township
of Woodward, County of Clearfield and Commonwealth of Pennsylvania,
bounded and described as follows to-wit:

TRACT NO. 1 - BEINNING at a point on the Northwest corner of Lot No.
6 and the Western extension of the Borough of Houtzdale (West
Houtzdale) near Township Road leading from Township Road to Madera;
thence along said Road South 69° East 50 feet to a post; thence South
45° West 175 feet to a post; thence North 69° West 50 feet to a post;
thence North 45° East 177 feet to the place of beginning; and being a
portion of Lot No. 6 in West Houtzdale, containing 1/4 of an acre +
or -.

TRACT NO. 2 - BEGINNING at a point on the public road leading from
Houtzdale to Madera and running North 21° East 150 feet to a post on
a public street; thence North 69° West 50 feet to a post, corner of
Lot No. 23; thence South 21° West 150 feet to a post on the public
road aforesaid; and then South 69° East 50 feet to a post, and the
place of beginning, and being known as Lot No. 22 in the general plan
of the Village of West Houtzdale.

TRACT NO. 3 - FRONTING 50 feet on the public road leading from
Houtzdale to Madera, and extending back in length and depth 150 feet
to a public street; being bounded on the North by a street; on the
East by Lot No. 22 (hereinabove described); on the West by an alley
and on the South by said public road, and herein known as Lot No. 23
in the general plan of said Village of West Houtzdale; and having
erected thereon a two story frame dwelling house.

(Continued on Attached)

with the appurtenances: To Have and To Hold the same to and for the use of the said GRANTEE, their heirs and assigns
forever. And the GRANTORS for their heirs and assigns hereby covenant and agree that they will WARRANT SPECIALLY
the property hereby conveyed.

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

[This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957,
P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Special Warranty Deed - Page 4

TRACT NO. 4 - BEGINNING at a point North 69° West 42 feet from the Northwest corner of Lot No. 6, on the Township Road leading from Houtzdale to Madera; thence on same course along said road 50 feet to a post; thence South 28° 15 minutes West, 165 feet, more or less, to Beaver Run; thence South along the line of Beaver Run, 50 feet to a post; thence North 28° 15' East, 160 feet to a post and place of beginning and known as part of Lot No. 7 in the general plan of West Houtzdale.

It is mutually agreed by and between the parties hereto, their heirs and assigns, that each of them shall have the free and uninterrupted use, liberty and privilege, and passage in and along a certain private alley of passage as at present located on or between parts of Lots Nos. 6 and 7 extending from the public road aforesaid, in a Southerly direction to the common Southern line of said lots; together with free ingress, egress, and regress to and fore the parties hereto, and common with the other, their heirs and assigns, their tenants and under-tenants.

UNDER AND SUBJECT to all existing conditions, restrictions, covenants and easements of record.

BEING the same premises which Alex and Sophia Dufour, husband and wife, by deed dated May 5, 1951 and recorded May 7, 1951 at Deed Book Volume 412, at page 366 granted and conveyed unto Leonard T. and Frances M. Krysiak, husband and wife, the grantors herein; And

BEING the same premises which John F. and Victoria Miscavish, husband and wife, by deed dated August 5, 1955 and recorded August 8, 1955 at Deed Book Volume 444 at page 424 granted and conveyed unto Leonard Krysiak, a/k/a Leonard T. Krysiak, and Frances Krysiak, a/k/a Frances M. Krysiak, husband and wife, the grantors herein.

ACT 91 NOTICE ~~EXHIBIT B~~ ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 21, 2003

**TO: Richard D. Lloyd
1028 West Hanna Street
Houtzdale, PA 16651**

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

This is an official notice that the mortgage on your home is in default and the lender intends to foreclosure. 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 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **Richard D. Lloyd**
PROPERTY ADDRESS: **1028 West Hanna Street, Houtzdale, PA 16651**
LOAN ACCT. NO.: **80220002126427**
ORIGINAL LENDER: **Citifinancial Mortgage Company, Inc.**
CURRENT LENDER/SERVICER: **Citifinancial Mortgage Company, Inc.**

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

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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 three (33) 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 a 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 three (33) days of your face-to-face meeting.

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time,

no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: **1028 West Hanna Street, Houtzdale, PA 16651** 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: Start/End: **05/01/03** through **07/01/03** at **\$576.33** per month.

Monthly Payments Plus Late Charges Accrued	\$1,728.99
NSF:	\$12.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
Total amount to cure default	\$1,740.99

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

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,740.99**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (877) 428-9956 Ext. 453 (toll-free) and ask for Judith Burns. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to Citifinancial Mortgage Company, Inc. 2533 Mount Holly Road Burlington, NJ 08016 Attention: Collections Department/Judith Burns. You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) **N/A**.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) 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 mortgage property could be held would be approximately 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: **Citifinancial Mortgage Company, Inc.**
2533 Mount Holly Road
Burlington, NJ 08016
Attention: Judith Burns
(877) 428-9956 Ext. 453 (toll-free)

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 or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost 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 NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from the

receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested in writing within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

Federman and Phelan, L.L.P
On Behalf of Citifinancial Mortgage Company, Inc.

By: _____
Frank Federman

FF: jmm

Cc: Citifinancial Mortgage Company, Inc.
Attn: Collections Department

Account No.: 80220002126427

Mailed by 1st Class Mail and by Certified Mail No: 7003 0500 0005 3028 1758

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL MORTGAGE CO. INC.

VS.

LLOYD, RICHARD D.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14531

03-1293-CD

SHERIFF RETURNS

NOW OCTOBER 8, 2003 AFTER DILIGENT SEARCH IN MY BALIWICK I RETURN THE
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO RICHARD D.
LLOYD, DEFENDANT. DEFENDANT MOVED TO NEW MILLPORT, PA., ACCORDING TO
POST OFFICE DEFENDANT UNKNOWN.

Return Costs

Cost	Description
36.69	SHERIFF HAWKINS PAID BY: ATTY CK# 182138
10.00	SURCHARGE PAID BY: ATTY CK# 182139

Sworn to Before Me This

8 Day Of 2003 2003
Chester A. Hawkins

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

FILED
OCT 08 2003
013:30 PM
William A. Shaw
Prothonotary/Clerk of Courts

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 MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

vs.

RICHARD D. LLOYD
Mortgagor(s) and Real Owner(s)

1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

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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 PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y 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

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

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

SEP 02 2003

Attest.

William A. Ritter
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE
I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED.

1. Plaintiff is CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., 1111 Northpoint Drive, Building 4, Suite 100 Coppell, TX 75019-3931.
2. The name(s) and address(es) of the Defendant(s) is/are RICHARD D. LLOYD, 1028 West Hannah Street, Houtzdale, PA 16651, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On February 25, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book #200003045. 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 May 01, 2003, 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	\$45,212.76
Interest from 04/01/2003	\$5,316.60
through 08/31/2003 at 13.8900%	
Per Diem interest rate at \$17.44	
Attorney's Fee at 5.0% of Principal Balance	\$2,260.64
Costs of suit and Title Search	\$900.00
	<hr/>
Escrow Debit	\$53,690.00
Fees	+ \$85.00
	<hr/>
	+\$12.00
	<hr/>
	\$53,787.00

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 \$53,787.00, together with interest at the rate of \$17.44, 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, Melissa Bragg, 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: 8-25-03



Melissa Bragg

CITIFINANCIAL MORTGAGE CO. INC.

FROM:

LEONARD KRYSIAK, a/k/a LEONARD T. KRYSIAK and FRANCES KRYSIAK, a/k/a
FRANCES M. KRYSIAK, husband and wife

MAIL TO:

RICHARD D. LLOYD, Unmarried

Houtzdale, PA 16651

[Space Above This Line for Recording]

Special Warranty Deed

This Indenture, Made the 25th day of February 2000 Between
LEONARD KRYSIAK, a/k/a LEONARD T. KRYSIAK and FRANCES KRYSIAK
a/k/a FRANCES M. KRYSIAK, husband and wife, grantors, and
RICHARD D. LLOYD, Unmarried, grantee.

Witnesseth, that said GRANTORS for and in consideration of the sum of

----- FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) -----
paid to the GRANTORS by the GRANTEE do grant, bargain, sell and convey unto the said GRANTEE, their heirs and assigns,
ALL those certain lots or parcels of ground situate in the Township
of Woodward, County of Clearfield and Commonwealth of Pennsylvania,
bounded and described as follows to-wit:

TRACT NO. 1 - BEGINNING at a point on the Northwest corner of Lot No.
6 and the Western extension of the Borough of Houtzdale (West
Houtzdale) near Township Road leading from Township Road to Madera;
thence along said Road South 69° East 50 feet to a post; thence South
45° West 175 feet to a post; thence North 69° West 50 feet to a post;
thence North 45° East 177 feet to the place of beginning; and being a
portion of Lot No. 6 in West Houtzdale, containing 1/4 of an acre +
or -.

TRACT NO. 2 - BEGINNING at a point on the public road leading from
Houtzdale to Madera and running North 21° East 150 feet to a post on
a public street; thence North 69° West 50 feet to a post, corner of
Lot No. 23; thence South 21° West 150 feet to a post on the public
road aforesaid; and then South 69° East 50 feet to a post, and the
place of beginning, and being known as Lot No. 22 in the general plan
of the Village of West Houtzdale.

TRACT NO. 3 - FRONTING 50 feet on the public road leading from
Houtzdale to Madera, and extending back in length and depth 150 feet
to a public street; being bounded on the North by a street; on the
East by Lot No. 22 (hereinabove described); on the West by an alley
and on the South by said public road, and herein known as Lot No. 23
in the general plan of said Village of West Houtzdale; and having
erected thereon a two story frame dwelling house.

(Continued on Attached)

with the appurtenances: To Have and To Hold the same to and for the use of the said GRANTEE, their heirs and assigns
forever. And the GRANTORS for their heirs and assigns hereby covenant and agree that they will WARRANT SPECIALLY
the property hereby conveyed.

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

[This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957,
P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Special Warranty Deed . Page 4

TRACT NO. 4 - BEGINNING at a point North 69° West 42 feet from the Northwest corner of Lot No. 6, on the Township Road leading from Houtzdale to Madera; thence on same course along said road 50 feet to a post; thence South 28° 15 minutes West, 165 feet, more or less, to Beaver Run; thence South along the line of Beaver Run, 50 feet to a post; thence North 28° 15' East, 160 feet to a post and place of beginning and known as part of Lot No. 7 in the general plan of West Houtzdale.

It is mutually agreed by and between the parties hereto, their heirs and assigns, that each of them shall have the free and uninterrupted use, liberty and privilege, and passage in and along a certain private alley of passage as at present located on or between parts of Lots Nos. 6 and 7 extending from the public road aforesaid, in a Southerly direction to the common Southern line of said lots; together with free ingress, egress, and regress to and fore the parties hereto, and common with the other, their heirs and assigns, their tenants and under-tenants.

UNDER AND SUBJECT to all existing conditions, restrictions, covenants and easements of record.

BEING the same premises which Alex and Sophia Dufour, husband and wife, by deed dated May 5, 1951 and recorded May 7, 1951 at Deed Book Volume 412, at page 366 granted and conveyed unto Leonard T. and Frances M. Krysiak, husband and wife, the grantors herein; And

BEING the same premises which John F. and Victoria Miscavish, husband and wife, by deed dated August 5, 1955 and recorded August 8, 1955 at Deed Book Volume 444 at page 424 granted and conveyed unto Leonard Krysiak, a/k/a Leonard T. Krysiak, and Frances Krysiak, a/k/a Frances M. Krysiak, husband and wife, the grantors herein.

ACT 91 NOTICE EXHIBIT A ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 21, 2003

TO: Richard D. Lloyd
1028 West Hanna Street
Houtzdale, PA 16651

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

This is an official notice that the mortgage on your home is in default and the lender intends to foreclosure. 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 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **Richard D. Lloyd**
PROPERTY ADDRESS: **1028 West Hanna Street, Houtzdale, PA 16651**
LOAN ACCT. NO.: **80220002126427**
ORIGINAL LENDER: **Citifinancial Mortgage Company, Inc.**
CURRENT LENDER/SERVICER: **Citifinancial Mortgage Company, Inc.**

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

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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 three (33) 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 a 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 three (33) days of your face-to-face meeting.

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time,

no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: **1028 West Hanna Street, Houtzdale, PA 16651** 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: Start/End: **05/01/03** through **07/01/03** at **\$576.33** per month.

Monthly Payments Plus Late Charges Accrued	\$1,728.99
NSF:	\$12.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
Total amount to cure default	\$1,740.99

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

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,740.99**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (877) 428-9956 Ext. 453 (toll-free) and ask for Judith Burns. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to Citifinancial Mortgage Company, Inc. 2533 Mount Holly Road Burlington, NJ 08016 Attention: Collections Department/Judith Burns. You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) **N/A**.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) 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 mortgage property could be held would be approximately 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: **Citifinancial Mortgage Company, Inc.**
2533 Mount Holly Road
Burlington, NJ 08016
Attention: Judith Burns
(877) 428-9956 Ext. 453 (toll-free)

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 or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost 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 NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from the

receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested in writing within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

Federman and Phelan, L.L.P
On Behalf of Citifinancial Mortgage Company, Inc.

By: _____
Frank Federman

FF: jmm

Cc: Citifinancial Mortgage Company, Inc.
Attn: Collections Department

Account No.: 80220002126427

Mailed by 1st Class Mail and by Certified Mail No: 7003 0500 0005 3028 1758

GOLDBECK McCAFFERTY &
McKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 5000 – MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
ATTORNEY FOR PLAINTIFF

CITIFINANCIAL MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

vs.

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 03-1293-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

1111 F C 1124

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL MORTGAGE CO. INC.

Sheriff Docket # 14531

VS.

03-1293-CD

LLOYD, RICHARD D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 28, 2004 AT 11:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICHARD D. LLOYD, DEFENDANT AT RESIDENCE, 1018 WEST HANNAH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEFF SHIMMEL, STEP-FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS.

NOW JANUARY 28, 2004 AT 11:03 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICHARD D. LLOYD, DEFENDANT AT 1018 WEST HANNAH ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEFF SHIMMEL, STEP-FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
1028 WEST HANNAH ST., HOUTZDALE IS "EMPTY"....

Return Costs

Cost	Description
55.50	SHERIFF HAWKINS PAID BY: ATTY CK# 189864
20.00	SURCHARGE PAID BY: ATTY CK# 189865

Sworn to Before Me This

27 Day Of Feb 2004
William A. Shaw

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

So Answers,

Chester A. Hawkins
by *Manly H. Hamer*
Chester A. Hawkins
Sheriff *EB*

FILED
01/30/2004
FEB 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY
COPY

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

CITIFINANCIAL MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

vs.

RICHARD D. LLOYD
Mortgagor(s) and Real Owner(s)

1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 03-1293-CJ

CIVIL ACTION: MORTGAGE
FORECLOSURE

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

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

RECUERDE: SI USTED NO RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR 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.

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

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

1-9-04 Document
Reinstated/Resumed to Sheriff/Attorney
for service.

W.A. Shaw
Deputy Prothonotary

*FILED
Clerk
SEP 02 2003*

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE
ATTORNEY THE RENEWAL HEREBY CERTIFY THAT THIS
COPY IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED.

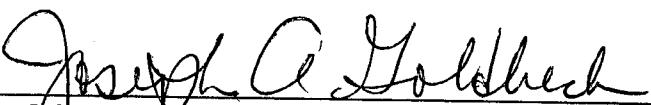
1. Plaintiff is CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., 1111 Northpoint Drive, Building 4, Suite 100 Coppell, TX 75019-3931.
2. The name(s) and address(es) of the Defendant(s) is/are RICHARD D. LLOYD, 1028 West Hannah Street, Houtzdale, PA 16651, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On February 25, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book #200003045. 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 May 01, 2003, 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	\$45,212.76
Interest from 04/01/2003	\$5,316.60
through 08/31/2003 at 13.8900%	
Per Diem interest rate at \$17.44	
Attorney's Fee at 5.0% of Principal Balance	\$2,260.64
Costs of suit and Title Search	\$900.00
	<hr/>
Escrow Debit	\$53,690.00
Fees	+ \$85.00
	<hr/>
	+\$12.00
	<hr/>
	\$53,787.00

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 \$53,787.00, together with interest at the rate of \$17.44, 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, Melissa Bragg, 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: 8-25-03


CITIFINANCIAL MORTGAGE CO. INC.

FROM:

LEONARD KRYSIAK, a/k/a LEONARD T. KRYSIAK and FRANCES KRYSIAK, a/k/a
FRANCES M. KRYSIAK, husband and wife

MAIL TO:

RICHARD D. LLOYD, Unmarried

Houtzdale, PA 16651

[Space Above This Line for Recording]

Special Warranty Deed

This Indenture, Made the 25th day of February 2000, Between
LEONARD KRYSIAK, a/k/a LEONARD T. KRYSIAK and FRANCES KRYSIAK
a/k/a FRANCES M. KRYSIAK, husband and wife, grantors, and
RICHARD D. LLOYD, Unmarried, grantee.

Witnesseth, that said GRANTORS for and in consideration of the sum of

----- FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) -----
paid to the GRANTORS by the GRANTEE do grant, bargain, sell and convey unto the said GRANTEE, their heirs and assigns,
ALL those certain lots or parcels of ground situate in the Township
of Woodward, County of Clearfield and Commonwealth of Pennsylvania,
bounded and described as follows to-wit:

TRACT NO. 1 - BEGINNING at a point on the Northwest corner of Lot No.
6 and the Western extension of the Borough of Houtzdale (West
Houtzdale) near Township Road leading from Township Road to Madera;
thence along said Road South 69° East 50 feet to a post; thence South
45° West 175 feet to a post; thence North 69° West 50 feet to a post;
thence North 45° East 177 feet to the place of beginning; and being a
portion of Lot No. 6 in West Houtzdale, containing 1/4 of an acre +
or -.

TRACT NO. 2 - BEGINNING at a point on the public road leading from
Houtzdale to Madera and running North 21° East 150 feet to a post on
a public street; thence North 69° West 50 feet to a post, corner of
Lot No. 23; thence South 21° West 150 feet to a post on the public
road aforesaid; and then South 69° East 50 feet to a post, and the
place of beginning, and being known as Lot No. 22 in the general plan
of the Village of West Houtzdale.

TRACT NO. 3 - FRONTING 50 feet on the public road leading from
Houtzdale to Madera, and extending back in length and depth 150 feet
to a public street; being bounded on the North by a street; on the
East by Lot No. 22 (hereinabove described); on the West by an alley
and on the South by said public road, and herein known as Lot No. 23
in the general plan of said Village of West Houtzdale; and having
erected thereon a two story frame dwelling house.

(Continued on Attached)

with the appurtenances: To Have and To Hold the same to and for the use of the said GRANTEE, their heirs and assigns
forever. And the GRANTORS for their heirs and assigns hereby covenant and agree that they will WARRANT SPECIALLY
the property hereby conveyed.

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

[This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957,
P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Special Warranty Deed - Page 4

TRACT NO. 4 - BEGINNING at a point North 69° West 42 feet from the Northwest corner of Lot No. 6, on the Township Road leading from Houtzdale to Madera; thence on same course along said road 50 feet to a post; thence South 28° 15 minutes West, 165 feet, more or less, to Beaver Run; thence South along the line of Beaver Run, 50 feet to a post; thence North 28° 15' East, 160 feet to a post and place of beginning and known as part of Lot No. 7 in the general plan of West Houtzdale.

It is mutually agreed by and between the parties hereto, their heirs and assigns, that each of them shall have the free and uninterrupted use, liberty and privilege, and passage in and along a certain private alley of passage as at present located on or between parts of Lots Nos. 6 and 7 extending from the public road aforesaid, in a Southerly direction to the common Southern line of said lots; together with free ingress, egress, and regress to and fore the parties hereto, and common with the other, their heirs and assigns, their tenants and under-tenants.

UNDER AND SUBJECT to all existing conditions, restrictions, covenants and easements of record.

BEING the same premises which Alex and Sophia Dufour, husband and wife, by deed dated May 5, 1951 and recorded May 7, 1951 at Deed Book Volume 412, at page 366 granted and conveyed unto Leonard T. and Frances M. Krysiak, husband and wife, the grantors herein; And

BEING the same premises which John F. and Victoria Miscavish, husband and wife, by deed dated August 5, 1955 and recorded August 8, 1955 at Deed Book Volume 444 at page 424 granted and conveyed unto Leonard Krysiak, a/k/a Leonard T. Krysiak, and Frances Krysiak, a/k/a Frances M. Krysiak, husband and wife, the grantors herein.

ACT 91 NOTICE EXHIBIT B ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 21, 2003

TO: Richard D. Lloyd
1028 West Hanna Street
Houtzdale, PA 16651

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

This is an official notice that the mortgage on your home is in default and the lender intends to foreclosure. 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 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **Richard D. Lloyd**
PROPERTY ADDRESS: **1028 West Hanna Street, Houtzdale, PA 16651**
LOAN ACCT. NO.: **80220002126427**
ORIGINAL LENDER: **Citifinancial Mortgage Company, Inc.**
CURRENT LENDER/SERVICER: **Citifinancial Mortgage Company, Inc.**

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

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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 three (33) 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 a 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 three (33) days of your face-to-face meeting.

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time,

no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: **1028 West Hanna Street, Houtzdale, PA 16651** 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: Start/End: **05/01/03** through **07/01/03** at **\$576.33** per month.

Monthly Payments Plus Late Charges Accrued	\$1,728.99
NSF:	\$12.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$0.00
Total amount to cure default	\$1,740.99

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

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,740.99**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (877) 428-9956 Ext. 453 (toll-free) and ask for Judith Burns. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to Citifinancial Mortgage Company, Inc. 2533 Mount Holly Road Burlington, NJ 08016 Attention: Collections Department/Judith Burns. You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) 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 mortgage property could be held would be approximately 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: **Citifinancial Mortgage Company, Inc.**
2533 Mount Holly Road
Burlington, NJ 08016
Attention: Judith Burns
(877) 428-9956 Ext. 453 (toll-free)

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 or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost 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 NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from the

receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested in writing within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

Federman and Phelan, L.L.P
On Behalf of Citifinancial Mortgage Company, Inc.

By: _____
Frank Federman

FF: jmm

Cc: Citifinancial Mortgage Company, Inc.
Attn: Collections Department

Account No.: 80220002126427

Mailed by 1st Class Mail and by Certified Mail No: 7003 0500 0005 3028 1758

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 MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff
vs.

RICHARD D. LLOYD
(Mortgagor(s) and Record owner(s))
1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

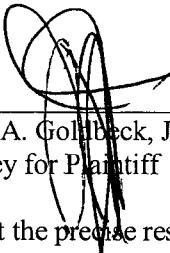
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

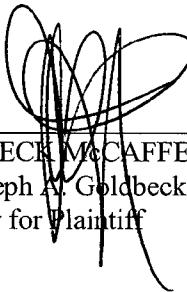
No. 03-1293-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC., and against RICHARD D. LLOYD 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 \$57,379.64.


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 MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC. 1111 Northpoint Drive Building 4, Suite 100 Coppell, TX 75019-3931 and that the name(s) and last known address(es) of the Defendant(s) is/are RICHARD D. LLOYD, 1028 West Hannah Street Houtzdale, PA 16651;


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

FILED

MAR 30 2004

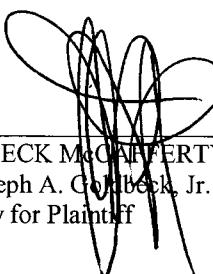
William A. Shaw
Prothonotary/Clerk of Courts

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$45,212.76
Interest from 04/01/2003 through 03/24/2004	\$8,909.24
Attorney's Fee at 5.0000% of principal balance	\$2,260.64
Late Charges	\$0.00
Costs of Suit and Title Search	\$900.00
Escrow Debit Fees	\$85.00 \$12.00
	<hr/> \$57,379.64


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

AND NOW, this 30th day of March, 2004 damages are assessed as above.



Pro Prothy

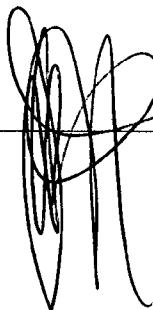
VERIFICATION OF NON-MILITARY SERVICE

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, RICHARD D. LLOYD, is about unknown years of age, that Defendant's last known residence is 1028 West Hannah Street, Houtzdale, PA 16651, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:

A handwritten signature in black ink, appearing to read "RICHARD D. LLOYD", is written over a horizontal line. The signature is somewhat stylized and cursive.

In the Court of Common Pleas of Clearfield County

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES
HOME EQUITY CONSUMER DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

VS.

RICHARD D. LLOYD
(Mortgagor(s) and Record Owner(s))
1028 West Hannah Street
Houtzdale, PA 16651

No. 03-1293-CD

Defendant(s)

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 RICHARD D. LLOYD by default for want of an Answer.

Assess damages as follows:

\$57 379 64

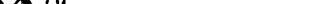
Debt

Interest - 04/01/2003 to 03/24/2004

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. Goltbeck, Jr.
Attorney for Plaintiff
I.D. #16134

AND NOW March 30, 2004, Judgment is entered in favor of
CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC.
and against RICHARD D. LLOYD by default for want of an Answer and damages assessed in the sum of \$57,379.64 as per
the above certification.

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.**

DATE OF THIS NOTICE: **March 10, 2004**

TO:

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

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

1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

vs.
RICHARD D. LLOYD
(Mortgagor(s) and Record Owner(s))
1028 West Hannah Street
Houtzdale, PA 16651

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 03-1293-CD

Defendant(s)

TO: **RICHARD D. LLOYD**
1028 West Hannah Street
Houtzdale, PA 16651

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

Rule of Civil Procedure No. 236 – Revised

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

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

No. 03-1293-CD

vs.

RICHARD D. LLOYD
(**Mortgagors and Record Owner(s)**)
1028 West Hannah Street
Houtzdale, PA 16651

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: William Shaw

3/30/04

Deputy

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

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

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

COPY

Citifinancial Mortgage Co., Inc.
f/k/a Associates Home Equity Consumer
Discount Co., Inc.
Plaintiff(s)

No.: 2003-01293-CD

Real Debt: \$57,379.64

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Richard D. Lloyd
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 30, 2004

Expires: March 30, 2009

Certified from the record this 30th day of March, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

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

CITIFINANCIAL MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff

vs.

RICHARD D. LLOYD

Mortgagor(s) and Record Owner(s)
1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1293-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

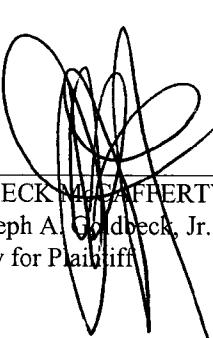
Amount Due

\$57,379.64

Interest from
04/01/2003 to
03/24/2004 at
13.8900%

(Costs to be added)

132.00 Prothonotary costs


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

FILED

MAR 30 2004

William A. Shew
Prothonotary/Clerk of Courts

Term
No. 03-1293-CD
IN THE COURT OF COMMON PLEAS

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

vs.

RICHARD D. LLOYD
(Mortgagor(s) and Record Owner(s))
1028 West Hannah Street
Houtzdale, PA 16651

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

FILED
1:30 PM
MAR 30 2004
William A. Shaw
Prothonotary Clerk of Courts

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

ALL those certain lots or parcels of ground situate in the Township of Woodward, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows to-wit:

TRACT NO. 1 - BEGINNING at a point on the Northwest corner of Lot No. 6 and the Western extension of the Borough of Houtzdale (West Houtzdale) near Township Road leading from Township Road to Madera; thence along said Road South 69° East 50 feet to a post; thence South 45° West 175 feet to a post; thence North 69° West 50 feet to a post; thence North 45° East 177 feet to the place of beginning; and being a portion of Lot No. 6 in West Houtzdale, containing 1/4 of an acre + or -.

TRACT NO. 2 - BEGINNING at a point on the public road leading from Houtzdale to Madera and running North 21° East 150 feet to a post on a public street; thence North 69° West 50 feet to a post, corner of Lot No. 23; thence South 21° West 150 feet to a post on the public road aforesaid; and then South 69° East 50 feet to a post, and the place of beginning, and being known as Lot No. 22 in the general plan of the Village of West Houtzdale.

TRACT NO. 3 - FRONTING 50 feet on the public road leading from Houtzdale to Madera, and extending back in length and depth 150 feet to a public street; being bounded on the North by a street; on the East by Lot No. 22 (hereinabove described); on the West by an alley and on the South by said public road, and herein known as Lot No. 23 in the general plan of said Village of West Houtzdale; and having erected thereon a two story frame dwelling house.

TRACT NO. 4 - BEGINNING at a point North 69° West 42 feet from the Northwest corner of Lot No. 6, on the Township Road leading from Houtzdale to Madera; thence on same course along said road 50 feet to a post; thence South 28° 15 minutes West, 165 feet, more or less, to Beaver Run; thence South along the line of Beaver Run, 50 feet to a post; thence North 28° 15' East, 160 feet to a post and place of beginning and known as part of Lot No. 7 in the general plan of West Houtzdale.

It is mutually agreed by and between the parties hereto, their heirs and assigns, that each of them shall have the free and uninterrupted use, liberty and privilege, and passage in and along a certain private alley of passage as at present located on or between parts of Lots Nos. 6 and 7 extending from the public road aforesaid, in a Southerly direction to the common Southern line of said lots; together with free ingress, egress, and regress to and fore the parties hereto, and common with the other, their heirs and assigns, their tenants and under-tenants.

UNDER AND SUBJECT to all existing conditions, restrictions, covenants and easements of record.

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 MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff
vs.

RICHARD D. LLOYD
(**Mortgagor(s) and Record Owner(s)**)
1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1293-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., 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:

1028 West Hannah Street
Houtzdale, PA 16651

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

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

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

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

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.

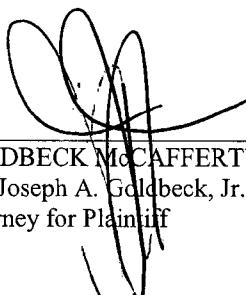
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
1028 West Hanna Street
Houtzdale, PA 16651

(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: March 24, 2004


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

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

COPY

CITIFINANCIAL MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

vs.

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

No. 03-1293-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: 1028 West Hannah Street Houtzdale, PA 16651

See Exhibit "A" attached

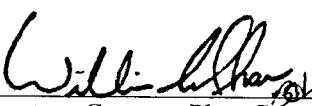
AMOUNT DUE	<u>\$57,379.64</u>
------------	--------------------

Interest From 04/01/2003
Through 03/24/2004

(Costs to be added)

132.00 Prothonotary
costs

Dated: 3/30/04


Will Shantz
Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 03-1293-CD

IN THE COURT OF COMMON PLEAS

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

vs.

RICHARD D. LLOYD

Mortagor(s)

1028 West Hannah Street Housdale, PA 16651

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$57,379.64
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 132.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

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It is mutually agreed by and between the parties hereto, their heirs and assigns, that each of them shall have the free and uninterrupted use, liberty and privilege, and passage in and along a certain private alley of passage as at present located on or between parts of Lots Nos. 6 and 7 extending from the public road aforesaid, in a Southerly direction to the common Southern line of said lots; together with free ingress, egress, and regress to and fore the parties hereto, and common with the other, their heirs and assigns, their tenants and under-tenants.

UNDER AND SUBJECT to all existing conditions, restrictions, covenants and easements of record.

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 MORTGAGE CO. INC. F/K/A

ASSOCIATES HOME EQUITY CONSUMER

DISCOUNT CO., INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019-3931

Plaintiff

vs.

RICHARD D. LLOYD

Mortgagor(s) and Record Owner(s)

1028 West Hannah Street

Houtzdale, PA 16651

Defendant(s)

FILED

JUN 14 2004

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION – LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1293-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).
 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).
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
 Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

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

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

Respectfully submitted,

Joseph Goldbeck Jr.
BY: Joseph A. Goldbeck, Jr.

Attorney for Plaintiff

7160 3901 9848 4066 7412

TO: LLOYD, RICHARD D.
RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
March 24, 2004

REFERENCE: LLOYD, RICHARD D. / CITX-0097
- Clearfield

PS Form 3800, June 2000

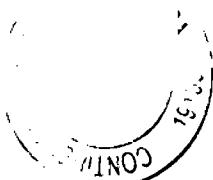
RETURN	Postage	
RECEIPT	Certified Fee	
SERVICE	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

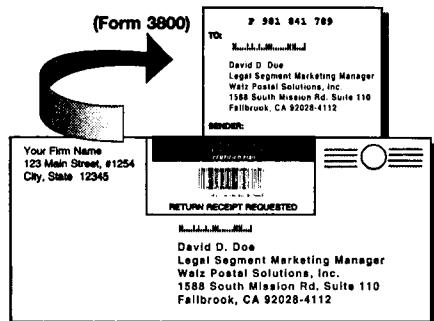
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



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

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



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

2. Article Number



COMPLETE THIS SECTION ON DELIVERY	
A. Received by (Please Print Clearly)	B. Date of Delivery
5-26-04	
C. Signature	
	
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee 	

7160 3501 9348 4056 7412

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

LLOYD, RICHARD D.

RICHARD D. LLOYD1028 West Hannah Street
Houtzdale, PA 16651GOLDBECK MCCAFFERTY & MCKEEVER
LLOYD, RICHARD D. / CTIX-0097 - Clearfield7/02/04
PS Form 3811, July 2001
Domestic Return Receipt

UNITED STATES POSTAL SERVICE

PM



● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

|||||
GOLDBECK MCCAFFERTY & MCKEEVER
STE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA PA 19106-1538

COLDBECK McCAFFERTY & MCKEEVER

Suite 500 The Bourse Building
111 S. Independence Mall East
Philadelphia, Pennsylvania 19106

Name and
Address
of Sender

If Registered Mail
check below:
Return Receipt Requested
Certified
Insured
COO

Line	Account Number	Address, Name, Street, and PO Address	Postage	Fees	Handling Charge	Actual Value (if Reg.)	Insured Value
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					
3		230 E Market Street Clearfield, PA 16830					
4		TENANTS/OCCUPANTS 1028 West Hanna Street Houzdale, PA 16651					
5							
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 employee:-

PS Form 3877, April 1999
111-125

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 documentation is \$500,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R500, SP13, and SP21 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 (A) and Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

Clearfield

City - 0097

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 MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

Plaintiff
vs.

RICHARD D. LLOYD
(**Mortgagor(s) and Record Owner(s)**)
1028 West Hannah Street
Houtzdale, PA 16651

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1293-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., 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:

1028 West Hannah Street
Houtzdale, PA 16651

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

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

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

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

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
1028 West Hanna Street
Houtzdale, PA 16651

(attach separate sheet if more space is needed)

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

DATED: June 1, 2004

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15554

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY 03-1293-CD

VS.
LLOYD, RICHARD D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 13, 2004 @ 10:55 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JULY 2, 2004 WAS SET.

Ebk **FILED**
6/3/83
NOV 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOW, MAY 13, 2004 @ 10:55 A.M. SERVED RICHARD D. LLOYD, DEFENDANT, AT HIS RESIDENCE 1026 WEST HANNAH STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HANNA SHIMMEL, MOTHER OF DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 2, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, NOVEMBER 9, 2004 PAID THE COSTS FROM THE ADVANCE.

NOW, NOVEMBER 10, 2004 RETURN THE WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE DEFENDANT FOR \$1.00 + COSTS.

NOW, NOVEMBER 10, 2004 A DEED WAS FILED.

**SHERIFF HAWKINS \$209.17
SURCHARGE \$20.00
PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15554

CITIFINANCIAL MORTGAGE CO. INC. F/K/A ASSOCIATES HOME EQUITY 03-1293-CD

VS.

LLOYD, RICHARD D.

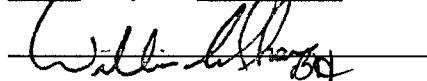
WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

10th Day Of Nov. 2004


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

So Answers,


by Cynthia Butler-Aeberle
Chester A. Hawkins
Sheriff

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

CITIFINANCIAL MORTGAGE CO. INC. F/K/A
ASSOCIATES HOME EQUITY CONSUMER
DISCOUNT CO., INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3931

vs.

RICHARD D. LLOYD
1028 West Hannah Street
Houtzdale, PA 16651

In the Court of Common Pleas of
Clearfield County

No. 03-1293-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: 1028 West Hannah Street Houtzdale, PA 16651

See Exhibit "A" attached

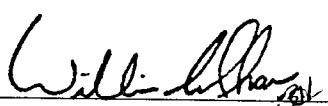
AMOUNT DUE	<u>\$57,379.64</u>
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Interest From 04/01/2003
Through 03/24/2004

(Costs to be added)

132.00 Prothonotary
costs

Dated: 3/30/04


Will H. Hansen
Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Received March 30, 2004 @ 4:00 P.M.
Chestn A. Hawkins
by Cynthia Butter Augherbaugh

Term
No. 03-1293-CD

IN THE COURT OF COMMON PLEAS

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

vs.

RICHARD D. LLOYD
Mortgor(s)

1028 West Hannah Street Houtzdale, PA 16651

WRT OF EXECUTION	
(Mortgage Foreclosure)	
REAL DEBT	\$ 357,379.64
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 132.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

ALL those certain lots or parcels of ground situate in the Township of Woodward, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows to-wit:

TRACT NO. 1 - BEGINNING at a point on the Northwest corner of Lot No. 6 and the Western extension of the Borough of Houtzdale (West Houtzdale) near Township Road leading from Township Road to Madera; thence along said Road South 69° East 50 feet to a post; thence South 45° West 175 feet to a post; thence North 69° West 50 feet to a post; thence North 45° East 177 feet to the place of beginning; and being a portion of Lot No. 6 in West Houtzdale, containing 1/4 of an acre + or -.

TRACT NO. 2 - BEGINNING at a point on the public road leading from Houtzdale to Madera and running North 21° East 150 feet to a post on a public street; thence North 69° West 50 feet to a post, corner of Lot No. 23; thence South 21° West 150 feet to a post on the public road aforesaid; and then South 69° East 50 feet to a post, and the place of beginning, and being known as Lot No. 22 in the general plan of the Village of West Houtzdale.

TRACT NO. 3 - FRONTING 50 feet on the public road leading from Houtzdale to Madera, and extending back in length and depth 150 feet to a public street; being bounded on the North by a street; on the East by Lot No. 22 (hereinabove described); on the West by an alley and on the South by said public road, and herein known as Lot No. 23 in the general plan of said Village of West Houtzdale; and having erected thereon a two story frame dwelling house.

TRACT NO. 4 - BEGINNING at a point North 69° West 42 feet from the Northwest corner of Lot No. 6, on the Township Road leading from Houtzdale to Madera; thence on same course along said road 50 feet to a post; thence South 28° 15 minutes West, 165 feet, more or less, to Beaver Run; thence South along the line of Beaver Run, 50 feet to a post; thence North 28° 15' East, 160 feet to a post and place of beginning and known as part of Lot No. 7 in the general plan of West Houtzdale.

It is mutually agreed by and between the parties hereto, their heirs and assigns, that each of them shall have the free and uninterrupted use, liberty and privilege, and passage in and along a certain private alley of passage as at present located on or between parts of Lots Nos. 6 and 7 extending from the public road aforesaid, in a Southerly direction to the common Southern line of said lots; together with free ingress, egress, and regress to and fore the parties hereto, and common with the other, their heirs and assigns, their tenants and under-tenants.

UNDER AND SUBJECT to all existing conditions, restrictions, covenants and easements of record.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LLOYD NO. 03-1293-CD

NOW, July 2, 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 2ND day of JULY 2004, I exposed the within described real estate of RICHARD D. LLOYD to public venue or outcry at which time and place I sold the same to CITIFINANCIAL MORTGAGE CO., INC. F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT CO., INC. he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.50
LEVY	15.00
MILEAGE	13.50
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	1.73
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	209.17
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	57,379.64
INTEREST FROM 4/1/03 TO 3/24/04	
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	57,379.64
COSTS:	
ADVERTISING	552.42
TAXES - collector TO 1/05	144.25
TAXES - tax claim TO SEPT	1,143.66
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	209.17
LEGAL JOURNAL AD	252.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	25.00
TOTAL COSTS	2,632.00

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