

04-128-CD
ASSOCIATES FIRST CAPITAL CORP. vs. JOHN CLONTZ, et al.

Assoc. First Capital Corp vs. Assoc. Con. Dis.
2004-128-CD

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

ASSOCIATES FIRST CAPITAL CORP., A
DELAWARE CORP. SUCCESSOR BY MERGER
WITH ASSOCIATES CONSUMER DISCOUNT
COMPANY
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.

No. 04-128-CD

JOHN CLONTZ
KATHY L. POLANDICK
(Mortgagor(s) and Record owner(s))
RR 8 Box 564
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

of Clearfield County

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of
your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

FILED

MAR 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED No cc *E. Shaw*
1:45 PM
MAR 25 2004
copy of Cert. of Sct. to CIA
William A. Shaw *Atty* indicated did not need
Prothonotary/Clerk of Courts a certificate.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



Associates First Capital Corp.
Associates Consumer Discount Company

Vs.

No. 2004-00128-CD

John Clontz
Kathy L. Polandick

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 25, 2004, marked:

Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Joseph A. Goldbeck, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of March A.D. 2004.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

ASSOCIATES FIRST CAPITAL CORP.

VS.

CLONTZ, JOHN & KATHY L. POLANDICK

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15137

04-128-CD

SHERIFF RETURNS

NOW FEBRUARY 12, 2004 AT 10:58 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN CLONTZ, DEFENDANT AT RESIDENCE, RR#8 BOX 564, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY POLANDICK, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

NOW FEBRUARY 12, 2004 AT 10:58 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY L. PLANDICK, DEFENDANT AT RESIDENCE, RR#8 BOX 564, UBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHY L. POLANDICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCLEARY/NEVLING.

Return Costs

Cost	Description
81.00	SHERIFF HAWKINS PAID BY: <i>Atty</i>
20.00	SURCHARGE PAID BY: ATT CK# 191485

Sworn to Before Me This

7 Day Of May 2004
William A. Shaw

So Answers,

Chester A. Hawkins
by: Maury H. Hays
Chester A. Hawkins
Sheriff

FILED

0 1:04 68

MAY 07 2004

WES

William A. Shaw
Prothonotary

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

FILED

JAN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

ASSOCIATES FIRST CAPITAL CORP., A
DELAWARE CORP. SUCCESSOR BY MERGER
WITH ASSOCIATES CONSUMER DISCOUNT
COMPANY
7467 New Ridge Road
Suite 222
Hanover, MD 21076

Plaintiff

vs.

JOHN CLONTZ
Mortgagor(s)
KATHY L. POLANDICK
Mortgagor(s) and Real Owner(s)

RR 8 Box 564
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No.

04-128-CD

**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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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.

RECUEDE: 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.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUNDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEGAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

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COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is ASSOCIATES FIRST CAPITAL CORP., A DELAWARE CORP. SUCCESSOR BY MERGER WITH ASSOCIATES CONSUMER DISCOUNT COMPANY, 7467 New Ridge Road, Suite 222 Hanover, MD 21076.
2. The name(s) and address(es) of the Defendant(s) is/are JOHN CLONTZ, RR 8 Box 564, Dubois, PA 15801, who is/are the mortgagor(s) and KATHY L. POLANDICK, RR 8 Box 564, Dubois, PA 15801, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On June 13, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ASSOCIATES FIRST CAPITAL CORP., A DELAWARE CORP. SUCCESSOR BY MERGER WITH ASSOCIATES CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 200008431. 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 August 20, 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	\$39,223.51
Interest from 07/20/2003	\$2,287.31
through 01/31/2004 at 10.8600%	
Per Diem interest rate at \$11.67	
Attorney's Fee at 5.0% of Principal Balance	\$1,961.18
Costs of suit and Title Search	<u>\$900.00</u>
	\$44,372.00
Title/Appraisal Fee	<u>+\$225.00</u>
	\$44,597.00

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 \$44,597.00, together with interest at the rate of \$11.67, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & MCKEEVER

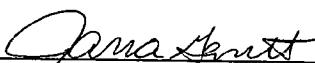
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 1-26-04



Jana Gantt
CITIFINANCIAL SERVICES INC.

This Indenture

MADE the twelfth (12th) day of June
in the year nineteen hundred and eighty-nine (1989)

BETWEEN JAMES E. JOHNSON, of Sandy Township, Clearfield County, Pennsylvania,
GRANTOR, Party of the First Part;

A
N
D

KATHY LYNN POLANDICK, single, of Sandy Township, Clearfield County, Pennsylvania,
GRANTEE, Party of the Second Part;

WITNESSETH, that
of the sum of ONE and 00/100 (\$1.00) DOLLAR,
receipt whereof is hereby acknowledged,

the said grantor ~~does~~ hereby release and quit claim to the said grantee

ALL of that certain piece or messuage of land situate in the Township of Sandy,
Clearfield County, Pennsylvania, and being bounded and described as follows,
to wit:

BEGINNING at intersection of a public road and an old
private road commonly known as the "Supply Road"; thence
by the courses and distances of the "Supply Road", a
general curve, 544 feet, along lands now or formerly of
Walter Reisinger, in part and in part by lands now or
formerly of Fye, to point in line of lands formerly of
Bell, Lewis & Yates; thence by the Bell, Lewis & Yates
line, Easterly 228 feet to corner now or formerly of
Simon Locomitis; thence still Easterly by line of Simon
Locomitis, a distance of 228 feet, to intersection of
the roads above mentioned, the place of beginning.

BEING the same premises which were conveyed to Kathy Lynn Polandick by deed
of The Savings & Trust Company of Pennsylvania, formerly The Union Banking
and Trust Company of Dubois, Pennsylvania, dated March 27, 1989, and recorded
in Clearfield County Deeds and Records Book Vol. 1282, Page 47, on May 12,
1989.

FAXED
12/29/03
11:56a.m.

EXHIBIT A ACT 91 NOTICE
DATE OF NOTICE: December 22, 2003
**TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE**

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
Fax (215) 627-7734

Certified Article Number

7160 3901 9848 1438 8756

SENDERS RECORD

Date: December 22, 2003

Homeowners Name: KATHY L. POLANDICK, JOHN CLONTZ

Property Address: RR 8 Box 564, Dubois, PA 15801

Loan Account No.: 2000510203142

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Servicer: CITIFINANCIAL SERVICES INC.

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR
CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE
PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your fact-to-face meeting.

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

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **RR 8 Box 564, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

- (a) Monthly payment from 08/20/2003 thru 12/22/2003
(5 mos. at \$464.52/month) \$2,322.60
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,322.60

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,322.60**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL SERVICES INC.

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

Phone Number: 888-800-5165

Fax Number:

Contact Person: Loss Mitigation Department

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT

HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department
Phone Number: 888-800-5165

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

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

INDIANA CO COMMUNITY ACTION PROGRAM
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

FILED
M 12:06 PM
JAN 28 2004
A47 pd.85.00

William A. Shaw
Prothonotary/Clerk of Courts