

04-195-CD
CITIFINANCIAL SERVICES, INC. vs. DAWN M. PETERS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

VS.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE 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.**

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 this 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 claimed 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]. 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
200 E. MARKET STREET
CLEARFIELD, PA. 16830; (814) 765-2641 EXT. 5982

FRANK L. MAJCZAK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. #17638

FILED

FEB 09 2004

9-27-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

William A. Shaw
Prothonotary/Clerk of Courts

FRANK L. MAJCZAN, JR., ESQUIRE
Attorney I.D. No. 17638
3644 Route 378, Suite A
Bethlehem, PA 18015
(610) 317-0778

Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076

Plaintiff

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL DIVISION

: NO.

: CIVIL ACTION - MORTGAGE FORECLOSURE

COMPLAINT

Plaintiff, CITIFINANCIAL SERVICES, INC., by its counsel, FRANK L. MAJCZAN, JR., ESQUIRE, respectfully presents the following Complaint for consideration by Your Honorable Court:

1. Plaintiff, Citifinancial Services, Inc., is a lending institution which maintains an office for the conduct of its business at 7467 New Ridge Road, Suite 200, Hanover, Maryland 21076.

2. Defendant, Dawn M. Peters, Mortgagor and Owner of property located in the Township of Bigler, Clearfield County, Pennsylvania, known as 2405 Belsena Road, Madera, Clearfield County, Pennsylvania 16661 is an adult individual whose last known address is 9065 Shiloh Road, Woodland, Clearfield County, Pennsylvania 16881.

3. On December 16, 2002, Defendant made, executed and delivered a Note secured by a Mortgage executed by Defendant, upon premises hereinafter described, to Plaintiff in the amount of Forty-Nine Thousand Three Hundred Six and 79/100 (\$49,306.79) Dollars, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, at Instrument #200220172. A copy of said Mortgage is attached hereto, marked Exhibit "A", and is intended to become a part hereof.

4. Said Mortgage has not been assigned.

5. The premises subject to said Mortgage is described as follows:

SEE EXHIBIT "B" ATTACHED HERETO

6. Defendant is in default under the terms of said Mortgage in that she has failed to make full payments from October, 2003, to the present, pursuant to said Mortgage as outlined in Paragraph Nine (9) below, and the Plaintiff does hereby exercise its right to accelerate the payment of debt and to demand payment in full thereon.

7. Notice was mailed to Defendant according to the provisions of Act 160 of 1998 (previously known as Act 91 of 1983 and the provisions of Act 6 of 1974) on December 7, 2003. A copy of said Notice is attached hereto, marked Exhibit "C", and is intended to become a part hereof.

8. Plaintiff is entitled to be reimbursed for reasonable attorney collection fees incurred in the prosecution of the instant action pursuant to the terms in Exhibit "A" attached hereto.

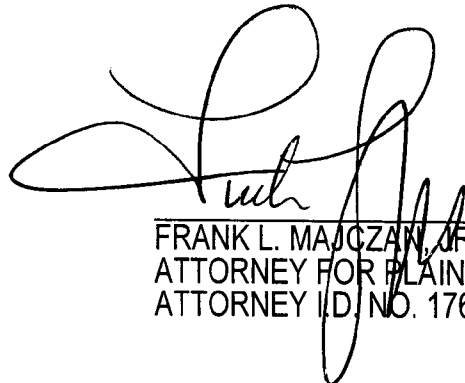
9. The following amounts are due on account of said Mortgage as of February 5, 2004:

Principal of Mortgage debt due and unpaid -----	\$48,668.02
Interest up to and including 2/5/04-----	\$ 1,520.99
(Each day add Nine and 81/100 (\$9.81) Dollars after February 5, 2004)	
Title/Appraisal Fees -----	\$ 225.00
Late charges to date -----	\$ 39.30
Attorney fees (anticipated and actual to Ten (10%) percent of the principal) -----	<u>\$ 4,866.81</u>
TOTAL	<u>\$55,320.12</u>

The attorney 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 fees will be charged based on work actually performed.

WHEREFORE, Plaintiff demands Judgment against Defendant, pursuant to this Complaint, in the amount of Fifty-Five Thousand, Three Hundred Twenty and 12/100 Dollars (\$55,320.12), together with interest at the contract rate of Nine and 81/100 (\$9.81) per diem from February 5, 2004, together with other charges and costs incidental thereto to the date of Sheriff's Sale and all costs of suit.

DATED: FEBRUARY 5, 2004



FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

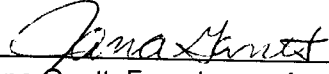
VERIFICATION

I, Jana Gantt, Foreclosure Analyst, of

CITIFINANCIAL SERVICES, INC. , hereby verify that the
statements made in COMPLAINT IN MORTGAGE FORECLOSURE are true and correct to the best
of my knowledge, 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: FEBRUARY 5, 2004



Jana Gantt, Foreclosure Analyst

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200220172

RECORDED ON

Dec 17, 2002

1:49:03 PM

Total Pages: 8

RECORDING FEES - \$21.00

RECORDED IMPROVEMENT \$2.00

REORDER IMPROVEMENT \$3.00

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After recording, return to:
CITIFINANCIAL SERVICES,
INC.
RD4 BOX 35B
TYRONE PA 16686

MORTGAGE

THIS MORTGAGE is made this 16th day of December, 2002, between the Mortgagor,
DAWN M. PETERS

(herein "Borrower"),

and the Mortgagee, CITIFINANCIAL SERVICES, INC.,
a corporation organized and existing under the laws of Pennsylvania,
whose address is RD4 BOX 35B TYRONE PA 16686
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 49,306.79, which
indebtedness is evidenced by Borrower's note dated 12/16/2002 and extensions and renewals thereof (herein
"Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not
sooner paid, due and payable on 12/20/2022;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the
payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of
this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower
does hereby mortgage, grant and convey to Lender the following described property located in the County of
CLEARFIELD, State of Pennsylvania:

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF BIGLER, CLEARFIELD
COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN
INST# 200114968, ID#103.K13-683-24, BEING KNOWN AND DESIGNATED AS LOT
35, VILLAGE OF BELSENA.

BEING premises which are more fully described in a deed dated the 18th day of SEPTEMBER, 2001,
and recorded in the Office of the Recorder of Deeds of CLEARFIELD
County, Pennsylvania, in Record Book 200114, Volume, Page 968.

PA 0042-8 7/2000 Original(Recorded) Copy(Branch) Copy(Customer)

Page 1 of 7

EXHIBIT "A"

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.

Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to

Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of

condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver.

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is

prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

(Intentionally left blank)

DAWN M PETERS

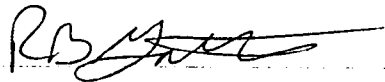
12/16/2002

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:




Dawn M. Peters

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: P.O. Box L Tyrone, PA 16686

On behalf of the Lender. By: Erin Kelly Title Manager

COMMONWEALTH OF PENNSYLVANIA, Blair County ss:

On this, the 16th day of December, 2002, before me,

Erin M. Miller the undersigned officer, personally appeared
Dawn M. Peters

known to me (or satisfactorily proven) to be the person whose name subscribed
to the within instrument and she executed the same for the
purposes hereinafter contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal
Erin M. Miller, Notary Public
Altoona, Blair County
My Commission Expires Oct. 4, 2004
Member, Pennsylvania Association of Notaries


Title of Officer

PA 0042-8-7/2000

Original (Recorded) Copy (Branch) Copy (Customer)

Page 7 of 7

Commonwealth of Pennsylvania

County of

ss.

Recorded on this day of

, in the Office for

Recording Deeds of said County, in Mortgage Book No.

, Page

RECORDER

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 16th day of December, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage or Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Disclosure Statement, Adjustable Rate Note and Security Agreement (the "Note") to CITIFINANCIAL SERVICES, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument located at:
2405 BLSENA RD MADERA, PA 16661
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES: The Note provides for an initial interest rate set forth in the Note. The Note provides for changes in the interest rate and the monthly payments, as follows:

The interest rate Borrower will pay may change on the 12 month anniversary of the Date of Note and every 6 months thereafter. Each date on which Borrower's interest rate could change is called a "Change Date."

Beginning with the first Change Date and every 6 months thereafter, Borrower's interest rate will be changed to the Index Rate plus a margin as set forth in the Note. The "Index Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* on the calendar day immediately preceding the Change Date; or, if the index was not published on that day, that rate on the next preceding day on which it was published.

ALTERNATE INDEX: If the Index Rate is no longer available, Lender will choose a new Index Rate which it believes will most closely approximate the former Index Rate.

LIMITS ON RATE CHANGES: The maximum and minimum interest rates during the life of this loan are set forth in the Note.

MONTHLY PAYMENTS: Principal and interest shall be payable in consecutive monthly installments. If the rate of interest changes, the number of monthly payments will not change. The amount of the monthly payments will change to the monthly amount needed to repay the remaining unpaid principal balance plus interest as changed in the remaining number of payments, assuming that all payments due after the calculation are made are paid as scheduled. The first change, if any, in the monthly payment amount will become effective on the 12 month anniversary date of the first payment due date. Subsequent changes in the monthly payment amount may occur on the payment due date every 6 months thereafter. Each new payment amount will remain in effect until the effective date of the next payment change.

DEFAULT: If Borrower fails to pay any payments when due, Lender may exercise any remedies permitted by the Security Instrument in the case of default.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

..... Dawn M. Petrus

(Seal)
-Borrower

(Seal)
-Borrower

Statement, Adjustable Rate Note and Security Agreement

Borrower(s) (Name and mailing address)	Lender (Name, address, city and state)	Account No.
DAWN M PETERS 2405 BLSENA RD MADERA PA 16661	CITIFINANCIAL SERVICES, INC. RD4 BOX 35B TYRONE PA 16686	204123
		Date of Loan 12/16/2002

ANNUAL PERCENTAGE RATE The cost of Borrower's credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost Borrower.	Amount Financed The amount of credit provided to Borrower or on Borrower's behalf.	Total of Payments The amount Borrower will have paid after Borrower has made all payments as scheduled.
7.77 %	\$ 46,496.94	\$ 47,820.66	\$ 94,317.60

Payment Schedule:

Number of Payments	Amount of Payments *	When Payments Are Due
240	\$ 392.99	MONTHLY BEGINNING 01/20/2003
	\$	
	\$	
	\$	

Security: Borrower is giving a security interest in:

- ☒ Real Property
☐ Mobile Home or Manufactured Home

Late Charge: If a payment is more than 15 days late, Borrower will be charged a late charge of the greater of \$20.00 or 10.0% of the payment amount.

Prepayment: If Borrower pays off early, Borrower:

- ☒ will not ☐ may have to pay a penalty, and
☐ will not ☒ may be entitled to a refund of part of the finance charge.

This loan is a variable rate loan. Borrower acknowledges receipt of the variable rate loan disclosures which have been provided to Borrower earlier.
 See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

* Does not include any insurance premium.

Additional Information:

Total amount of first month's payment including insurance premiums, if any.	PRINCIPAL	POINTS/FEES	INITIAL RATE OF INTEREST	MARGIN	PERCENTAGE POINTS
\$ 476.77	\$ 49,306.79	\$ 1,436.13	7.360	3.110	
DATE CHARGES BEGIN 12/20/2002					

Required Insurance Disclosure:

If Borrower grants Lender a security interest as indicated in this document, insurance to protect the Lender's interest in the collateral may be required. If this loan is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision and/or comprehensive casualty insurance is required naming Lender as loss payee, until the loan is fully paid. The amount of such insurance must be sufficient to satisfy the unpaid balance of the loan, or be equal to the value of the collateral, whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender.

Optional Insurance Disclosure:

Borrower is not required to purchase optional insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment Insurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance.

Coverage will not be provided unless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above.

Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates.

If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable monthly premiums.

I/We request the following insurance:

Premium Due with the First Month's Loan Payment	First Year's Premium *	Insurance Type:
\$ 34.76	\$ 412.83	SINGLE CREDIT LIFE
\$ 23.25	\$ 279.00	SINGLE CREDIT DISAB
\$ 25.77	\$ 309.23	SINGLE INVOL UNEMP

Dawn M. Peters
First Borrower's Signature

12/16/02
Date

Second Borrower's Signature

Date

(* First year's premiums are calculated on the assumption that monthly loan payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loan. However, failure to pay premiums may result in termination of insurance as described below.

Termination of Insurance:

Borrower may cancel any of the optional insurance products offered at any time. The optional insurance will terminate upon the earliest of the following occurrences:

- (1) the Lender's receipt of Borrower's written request for termination;
- (2) on the date when the sum of past due premiums equal or exceed four times the first month premium;
- (3) termination pursuant to the provisions of the insurance certificate;
- (4) payment in full of Borrower's Loan;
- (5) death of Borrower.

INITIAL RATE OF INTEREST: The Initial Rate of Interest per annum on the unpaid Principal is shown above.

Applicable Block Checked:

☒ ADJUSTABLE RATE
FIRST MORTGAGE LOAN

☐ SECONDARY MORTGAGE LOAN

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

Notice to Borrower: This Document Contains Provisions for a Variable Interest Rate.

TERMS: In this Note the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the lender whose name and address are shown above.

PROMISE TO PAY: In return for a loan that Borrower has received, Borrower promises to pay to the order of Lender the Principal amount shown above, which includes any Points/Fees shown above, plus interest on the unpaid Principal balance from the Date Charges Begin shown above at the Initial Rate of Interest shown above in consecutive monthly installments beginning on the first payment due date. Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan. On the 12 month anniversary of the Date of Loan and every 6 months thereafter ("Change Date"), the interest rate will be changed to the Index Rate plus a Margin shown above unless the rate "caps" "caps" set forth below limit the amount of change in the interest rate. The "Index Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* on the calendar day immediately preceding the Change Date; or, if the index was not published on that day, that rate on the next preceding day on which it was published.

Borrower's Initials: *DMP*

If the Index Rate is no longer available, Lender will choose a new Index Rate which it believes will most closely approximate the former Index Rate.

The interest rate cannot increase or decrease by more than 2 percentage points on any single Change Date. During the 12-month period beginning with the first Change Date, and during each subsequent 12-month period, the interest rate cannot increase or decrease by more than 2 percentage points from the rate in effect immediately prior to the beginning of such 12-month period. The interest rate shall never be greater than 18.90 % or less than 0.50 percentage points below the Initial Rate of Interest shown above during the life of this loan. Notwithstanding any other provision of this or any other document to the contrary, Borrower will never be required to pay interest or charges in excess of those permitted by law.

Principal and interest shall be payable in monthly installments in the initial amount shown above. If the rate of interest changes, the number of monthly payments will not change, but the amount of the monthly payments will change to the monthly amount needed to repay the remaining unpaid principal balance plus interest as changed in the remaining number of payments, assuming that all payments due after the calculation is made are paid as scheduled. The first change, if any, in the monthly payment amount will become effective on the 12 month anniversary of the first payment due date. Subsequent changes in the monthly payment amount may occur on the payment due date every 6 months thereafter. Each new payment amount will remain in effect until the effective date of the next payment change.

Each payment shall be applied as follows: (1) monthly loan payments due (first to interest, then principal), (2) insurance premiums due, (3) unpaid interest to the date of payment, if any, then (4) principal.

Any amount shown above as Points/Fees has been paid by Borrower as Points/Fees. This amount is considered a prepaid charge and is in addition to the above Initial Rate of Interest. Points/Fees are earned prior to any other interest on the loan balance. In the event of prepayment of the loan, Points/Fees will be refunded only if required by state law.

SECURITY: Borrower's loan is secured by a Mortgage, Deed of Trust or Deed to Secure Debt dated 12/16/2002 on real property located at 2405 BLSENA RD MADERA, PA 16661

See the Mortgage, Deed of Trust or Deed to Secure Debt for terms applicable to Lender's interest in Borrower's real property ("Property").

LATE CHARGE: If any installment is paid more than 15 days after the scheduled payment date, Borrower agrees to pay a late charge of the greater of \$ 20.00 or 10.0% of the installment amount. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payment.

PREPAYMENT: Borrower may make a full or partial prepayment of the unpaid Principal balance at any time (check applicable box):

☒ without penalty.

☐ if this loan is secured primarily by a Mortgage or Deed of Trust on residential real property and Borrower prepays this loan in full during the first three (3) years from the Date of Loan, Borrower agrees to pay a prepayment charge, in addition to any accrued interest and charges, equal to six (6) months interest on the average balance of the principal obligation outstanding as of the last business day of each month for the prior six (6) months, or such lesser period as shall have elapsed from the Date Charges Begin, at the Rate of Interest prevailing under this Disclosure Statement, Note and Security Agreement. If prepayment occurs after three (3) years from the Date of Loan, there will be no prepayment fee.

When Borrower makes a prepayment, Borrower will tell Lender in a letter that Borrower is doing so. Lender will use Borrower's prepayments to reduce the amount of unpaid interest and charges and the amount of principal that Borrower owes under this Note. Partial prepayment and the application of a Refund to the unpaid balance of the loan will not affect the amount or due date of subsequent scheduled payments on the loan, unless Lender agrees in writing to any such delay or change, but may reduce the number of such payments. Borrower understands if the terms of this paragraph provide for a prepayment penalty, such terms do not apply to a renewal or refinancing of this loan by Lender, nor to the prepayment of this loan from the proceeds of any loan made in the future by Lender to Borrower. No prepayment charge will be collected if the loan is accelerated due to Borrower's default or Lender's exercise of any due on sale clause in the Deed of Trust securing this obligation.

TAXES AND FEES: Borrower will pay all taxes, assessments, and other fees payable on the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan.

INSURANCE: If the Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

LOAN CHARGES: If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT: Borrower will be in default if 1) Borrower does not make any scheduled payment on time; 2) Borrower is, or any person puts Borrower, in bankruptcy, insolvency or receivership; 3) Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including Property securing this loan; 4) Borrower fails to fulfill any promise made under this agreement; or 5) Borrower defaults in the performance of any terms, conditions or provisions of any mortgage, deed of trust or deed to secure debt securing the payment of this Note or any other mortgage, deed of trust or deed to secure debt on the real property.

Subject to Borrower's right to any notice of default, right to cure default, and any other applicable laws, if Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this agreement or the Mortgage, Deed of Trust or Deed to Secure Debt.

In the case of default Lender may exercise any or all of its rights under the Mortgage, Deed of Trust or Deed to Secure Debt. If this debt is referred for collection to an attorney not a salaried employee of Lender, Lender shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, court costs and reasonable attorneys fees as permitted by law.

OTHER RIGHTS: Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

OTHER TERMS: Each Borrower under this Disclosure Statement, Adjustable Rate Note and Security Agreement, if more than one, agrees that Lender may obtain approval from one Borrower to change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement, without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Unless otherwise required by applicable law, Lender does not have to notify Borrower before instituting suit if the note is not paid. Lender can sue any or all Borrowers upon the default by any Borrower.

Borrower, endorers, sureties and guarantors, to the extent permitted by law, jointly and severally waive notice of acceptance, presentment, demand, protest, notice of extension and notice of nonpayment, and agree that Lender may renew, extend, modify, release, or discharge Borrower, or otherwise settle or compromise Borrower's obligation to Lender, or extend additional credit to Borrower, or accept late or partial payments of Borrower's obligation to Lender, or release, exchange, substitute or take additional collateral, or waive any of Borrower's default, or delay in enforcing Lender's rights in the event of any default by Borrower, without releasing, or impairing the Mortgage, Deed of Trust or other security agreement given to Lender by the Borrower, endorers, sureties and guarantors. Borrower waives all benefit of homestead and other exemption laws now in force or passed during the period of this loan on any Property securing this loan.

This Disclosure Statement, Adjustable Rate Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

Borrower's Initials: JMP

If any part of the Disclosure Statement, Adjustable Rate Note and Security Agreement and, if applicable, the Mortgage, Deed of Trust or Deed to Secure Debt and accompanying Itemization of Amount Financed is unenforceable, this will not make any other part unenforceable.

BILLING INQUIRIES: Any questions about billing or anything else about this loan may be directed to Lender at the address shown on page 1.

RETURNED CHECK FEE: Lender may charge a \$ 20.00 fee if a check, negotiable order of withdrawal or share draft is returned for insufficient funds or insufficient credit.

Lender, at its option, may collect interest from and after maturity upon the then unpaid Principal amount of this Note, at (a) the maximum rate permitted by then applicable law or (b) the rate of interest prevailing under this Note at maturity.

This Note shall be governed and construed by the alternative mortgage provisions of The Garn-St. Germain Depository Institutions Act of 1982 (the "Act"), other applicable federal laws, and the laws of the state where Lender's office shown above is located to the extent such state laws are not preempted by applicable federal law.

REFINANCING: The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

NOTICE OF ARBITRATION PROVISION

THIS ARBITRATION PROVISION PROVIDES THAT ALL DISPUTES BETWEEN BORROWER AND LENDER, EXCEPT THOSE SPECIFIED BELOW, WILL BE RESOLVED BY MANDATORY, BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR MATTERS THAT ARE EXCLUDED FROM ARBITRATION AS SPECIFIED BELOW). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

In consideration of Lender making the extension of credit described above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, You and We agree that either You or We have an absolute right to demand that any Claim be submitted to an arbitrator in accordance with this Arbitration Provision. If either You or We file a lawsuit, counterclaim, or other action in court, the other party has the absolute right to demand arbitration following the filing of such action.

Definitions for Arbitration Provision. As used in this Arbitration Provision ("Provision"), the following definitions will apply:

"You" or "Your" means any or all of Borrower(s) who execute this Disclosure Statement, Note and Security Agreement, and their heirs, survivors, assigns, and representatives.

"We" or "Us" means the Lender under this Disclosure Statement, Note and Security Agreement, American Health & Life Insurance Company, Triton Insurance Company, and any assignee of Lender, together with all of their respective corporate parents, subsidiaries, affiliates, predecessors, assignees, successors, employees, agents, directors, and officers (whether acting in their corporate or individual capacity).

"Credit Transaction" means any one or more past, present, or future extension, application, or inquiry of credit or forbearance of payment such as a loan, retail credit agreement, or otherwise from any of Us to You.

"Claim" means any case, controversy, dispute, tort, disagreement, lawsuit, or claim now or hereafter existing between You and Us. A Claim includes, without limitation, anything related to:

- This Provision, its enforceability, and the arbitrability of any Claim pursuant to this Provision, including but not limited to the scope of this Provision and any defenses to enforcement of this Provision;
- Any Credit Transaction;
- Any past, present, or future insurance, service, or other product that is offered or purchased in connection with a Credit Transaction;
- Any documents or instruments that contain information about any Credit Transaction, insurance, service, or product;
- Any act or omission by any of Us;
- Fraud or misrepresentation, including claims for failing to disclose material facts;
- Any federal or state statute or regulation, or any alleged violation thereof, including without limitation insurance, usury, and lending laws;
- Any party's execution of this Provision and/or willingness to be bound by its terms and provisions; or
- Any dispute about closing, servicing, collecting, or enforcing a Credit Transaction.

Agreement to Arbitrate Claims. Upon written request by either party that is submitted according to the applicable rules for arbitration, any Claim, except those specified below in this Provision, shall be resolved by binding arbitration in accordance with (i) the Federal Arbitration Act, (ii) the Financial Services Arbitration Rules and Procedures of JAMS/Endispute, Inc. ("Administrator"), and (iii) this Provision, unless we both agree in writing to forgo arbitration. The terms of this Provision shall control any inconsistency between the rules of the Administrator and this Provision. You may obtain a copy of the arbitration rules by calling (800) 448-1660 or by accessing the Administrator's internet site at www.jamsadr.com/financial_rules.asp. At Your request, We will obtain and provide to You copies of the Administrator's rules and other materials, including a form Demand for Arbitration. Any party to this Provision may bring an action, including a summary or expedited proceeding, to compel arbitration of any Claim, and/or to stay the litigation of any Claim pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if a Claim is part of a lawsuit, up until the entry of a final judgment. Pursuant to this Provision, You and We also agree to submit to final, binding arbitration not only all Claims, but also any claim or dispute You or We have against (i) all persons or entities involved with any Credit Transaction or any other matter covered by this Disclosure Statement, Note and Security Agreement, (ii) all persons who signed or executed any document relating to any Credit Transaction or Claim, and (iii) all persons or entities who may be jointly or severally liable to either You or any of Us regarding any Claim.

Judgment. Judgment upon any arbitration award may be entered in any court having jurisdiction. If timely requested by either party, the arbitrator shall provide a brief written statement of the reasons for any award.

Claims Excluded from Arbitration. The following types of matters will not be arbitrated. This means that neither one of us can require the other to arbitrate:

- Any action to effect a foreclosure to transfer title to the property being foreclosed, or exercise of extra-judicial or self-help repossession under applicable law; or
- Any matter where all parties collectively (including multiple named parties) seek monetary relief in the aggregate of \$15,000.00 or less in total relief, including but not limited to compensatory, statutory and punitive damages; restitution; disgorgement; costs and fees (including attorneys' fees), or any Claims brought in a small claims court. In the event You attempt to assert any of Your Claims on behalf of a putative class of persons, in violation of other terms in this Provision, the value of Your Claims will, for purposes of this exclusion, be deemed to exceed \$15,000.00. In the event that any party fails to specify the amount being sought for any relief, or any form or component of relief, the amount being sought shall, for purposes of this exclusion, be deemed to exceed \$15,000.00.

However, should either party initiate arbitration, the other party, at its option, may seek injunctive and monetary relief in arbitration. Participating in a lawsuit or seeking enforcement of this section by a court shall not waive the right to arbitrate any other Claim.

Additional Terms.

Administration of Arbitration. Arbitration shall be administered by the Administrator, but if it is unable or unwilling to administer the arbitration, then the American Arbitration Association will administer any arbitration required under this Provision pursuant to its Commercial Arbitration Rules and Expedited Procedures. The arbitrator shall make his or her decision in accordance with the applicable law, and shall be empowered to award any damages or other relief provided for under the applicable law.

Place of Arbitration. The arbitration shall be conducted in the county of Your residence, unless all parties agree to another location.

Appeal. Either You or We may appeal the arbitrator's award in accordance with the Optional Appeals Procedures of the Administrator, and the award may be subject to judicial review on the grounds stated in 9 U.S.C. § 10.

No Class Actions/No Joinder of Parties. You agree that any arbitration proceeding will only consider Your Claims. Claims by or on behalf of other borrowers will not be arbitrated in any proceeding that is considering Your Claims. Because You have agreed to arbitrate all Claims, You may not serve as a class representative or participate as a class member in a putative class action against any party entitled to compel arbitration under this Provision.

Borrower's Initials: DXP

Depositions. After a demand for arbitration is made, You and We may conduct a limited number of depositions by mutual agreement. Any disagreements concerning the taking of depositions will be resolved by the arbitrator.

Costs. The cost of any arbitration proceeding shall be divided as follows:

- The party making demand upon the Administrator for arbitration shall pay the initial filing fee up to \$125.00 to the Administrator when the demand is made. We will pay any balance.
- We will pay to the Administrator all other costs for the arbitration proceeding up to a maximum of one day (eight hours) of hearings.
- All costs of the arbitration proceeding that exceed one day of hearings will be advanced by the party that initiated the arbitration. To the extent allowed by the applicable arbitration rules and applicable law, the arbitrator may tax or assess costs of the arbitration to any party.
- In the case of an appeal, the appealing party will advance any costs of initiating an appeal. The non-prevailing party shall pay all costs, fees, and expenses of the appeal proceeding and, if applicable, shall reimburse the prevailing party for the cost of filing an appeal.
- Each party shall pay his/her own attorney, expert, and witness fees and expenses, unless otherwise required by law or by other terms of this Disclosure Statement, Note and Security Agreement.

Governing Law. This Provision is governed by federal law and by the laws of the state where the closing of the Credit Transaction took place, but only to the extent that such state laws are consistent or compatible with federal law.

Severability. If the arbitrator or any court determines that one or more terms of this Provision or the arbitration rules are unenforceable, or would make this Provision unenforceable, only such terms(s) shall be deemed unenforceable and shall be deemed stricken from this Provision, but such determination shall not impair or affect the enforceability of the other terms of this Provision or the arbitration rules.

Special Acknowledgments. You understand and acknowledge by signing Your name to this Provision that (i) a court and/or jury will not hear or decide any Claim governed by this Provision, (ii) the funding for Your Credit Transaction will come in whole or in part from sources outside this state, which will constitute interstate commerce within the meaning of the United States Arbitration Act, 9 U.S.C. §§1-9, (iii) discovery in an arbitration proceeding can be much more limited than in a court proceeding, (iv) rights to appeal an arbitration award are very limited, and (v) the rights of the parties hereunder may not be exactly mutual in all respects.

READ THE ABOVE ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN REDRESS THROUGH COURT ACTION.


DAWN M PETERS

(Seal)

-Borrower

(Seal)

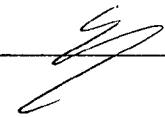
-Borrower

MEANING OF WORDS: Where the context requires, a singular word also means the plural and a plural word also means the singular. References to the masculine gender may be read to apply to the feminine gender.

The terms of this Disclosure Statement, Adjustable Rate Note and Security Agreement are contained on all pages of this document. By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a handbook entitled "Consumer Handbook on Adjustable Rate Mortgages", Early Disclosure Statement, the Mortgage, Deed of Trust or Deed to Secure Debt and the accompanying Itemization of Amount Financed, and authorizes the disbursements shown therein. Borrower acknowledges that Lender reviewed fully the terms and conditions of this loan, including any insurance requested by Borrower, in advance of Lender presenting the loan documents to Borrower for execution and this document did not contain any blank spaces when Borrower signed it.

WITNESSES:





SIGNED:


DAWN M PETERS

(Seal)

-Borrower

(Seal)

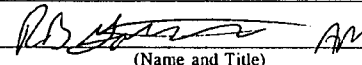
-Borrower

(Seal)

-Borrower

CITIFINANCIAL SERVICES, INC.

By:



(Name and Title)

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING Lot No. 35 in the Plot of the Village of Belsena and being bounded and described as follows:

ON the East by a street; on the North by Lot No. 34; on the South by Lot No. 36; on the West by an alley, being two hundred (200) feet deep and sixty (60) feet front.

BEING further identified by Clearfield County Assessment Map No. 103-K13-683-24.

TAX PARCEL NO. 103-K13-683-24

EXHIBIT "B"

REPRESENTATION OF PRINTED DOCUMENT
7107 8381 6540 0500 8722

71810 000076
DAWN M PETERS
9065 SHILOH ROAD
WOODLAND PA 16881

RE: CitiFinancial Loan#: 38-0082-0204123
Property Address: 2405 BLSENA RD
MADERA PA 16661

ACT 91 NOTICE
DATE OF NOTICE: December 7, 2003

**TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE**

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

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

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

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

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

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

Prepared by: CITIFINANCIAL SERVICES, INC.
RD 4 BOX 35 B
TYRONE PA 16686

INTERNET REPRINT A18700

EXHIBIT "C"

REPRESENTATION OF PRINTED DOCUMENTDate: **December 7, 2003**

Homeowners Name: **DAWN M PETERS**
 Property Address: **2405 BLSNA RD**
MADERA PA 16661
 Loan Account No.: **38-0082-0204123**
 Lender/Service: **CITIFINANCIAL SERVICES, INC.**

**HOMEOWNERS'
 EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

REPRESENTATION OF PRINTED DOCUMENT

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: **2405 BLSENA RD, MADERA PA 16661**
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 payments (including late charges) from 10/01/03 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$1193.30

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 \$1193.30 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and send to**

CITIFINANCIAL SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686

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

REPRESENTATION OF PRINTED DOCUMENT

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:

Address:

Phone Number:

Contact Person:

BRANCH MANAGER

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 not 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.

REPRESENTATION OF PRINTED DOCUMENT**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.

If you are represented by an Attorney, please refer this letter to such Attorney and provide us with such Attorney's name, address and telephone number.

To the extent your obligations have been discharged, or are subject to an automatic stay of bankruptcy order under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation.

REPRESENTATION OF PRINTED DOCUMENT

**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

REPRESENTATION OF PRINTED DOCUMENT
7107 8381 6540 0500 8715

71810 000075
DAWN M PETERS
2405 BLSENA RD
MADERA PA 16661

RE: CitiFinancial Loan#: 38-0082-0204123
Property Address: 2405 BLSENA RD
MADERA PA 16661

ACT 91 NOTICE
DATE OF NOTICE: December 7, 2003

**TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE**

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

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

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

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

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

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

Prepared by: CITIFINANCIAL SERVICES, INC.
RD 4 BOX 35 B
TYRONE PA 16686

REPRESENTATION OF PRINTED DOCUMENTDate: **December 7, 2003**

Homeowners Name: **DAWN M PETERS**
 Property Address: **2405 BLSENA RD**
MADERA PA 16661
 Loan Account No.: **38-0082-0204123**
 Lender/Service: **CITIFINANCIAL SERVICES, INC.**

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If you are represented by an Attorney, please refer this letter to such Attorney and provide us with such Attorney's name, address and telephone number.

To the extent your obligations have been discharged, or are subject to an automatic stay of bankruptcy order under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation.

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

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL SERVICES, INC.

Sheriff Docket # 15177

VS.

04-195-CD

PETERS, DAWN M.

COMPLAINT IN MORTGAGE FORECLOSURE

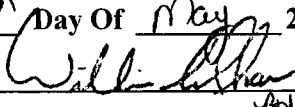
SHERIFF RETURNS

NOW MARCH 4, 2004 AT 4:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAWN M. PETERS, DEFENDANT AT RESIDENCE, 9065 SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAWN M. PETERS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs


Cost	Description
29.25	SHERIFF HAWKINS PAID BY: ATTY CK# 3965
10.00	SURCHARGE PAID BY: ATTY CK# 3966

Sworn to Before Me This

5th Day Of May 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

0/3:30:00
MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against: Defendant for want of an appearance and/or responsive pleading

(x) Assess damages as follows:

Debt -----	\$ 50,453.31
Interest from <u>2/5/04 to 4/14/04</u> ---	\$ 676.89
Attorney's Commission -----	\$ 4,866.81
TOTAL -----	\$ 55,997.01

(x) I certify that the 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.

() Pursuant to Pa.R.C.P. 237 (notice of praecipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

(x) Pursuant to Pa.R.C.P. 237.1, 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/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this Praecipe and a copy of the notice is attached.

DATE: APRIL 14, 2004

FILED

MAY 17 2004

Signature: 

Print Name: FRANK L. MAJCZAN, JR., ESQUIRE

Attorney for: PLAINTIFF

Address: 3644 ROUTE 378, SUITE A

BETHLEHEM, PA 18015

Telephone: (610) 317-0778

Supreme Court ID No.: 17638

NOW, May 17, 2004, William A. Shaw
Prothonotary JUDGMENT IS ENTERED AS ABOVE.


Prothonotary/Clerk, Civil Division

by: _____

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

TO: DAWN M. PETERS
9065 SHILOH ROAD
WOODLAND, PA. 16881

DATE OF NOTICE: MARCH 29, 2004


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.

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]. 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.

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


FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638
901 W. LEHIGH STREET, SUITE 200
BETHLEHEM, PA 18018
(610) 882-2111
(610) 882-2588 (FAX)

(This notice is given in accordance with Pa.R.C.P. 236.)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF *Maryland*

COUNTY OF *Baltimore*

)
) SS.:
)

The undersigned, being duly sworn according to law, deposes and says that to the best of his/her knowledge, information and belief, the Defendant, Dawn M. Peters, is an adult individual; that her last known address is 9065 Shiloh Road, Woodland, Pennsylvania, 16881; that her employment is in private industry; and that she is not in the Military or Naval Service of the United States of America or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, and/or its amendments.

SWORN TO AND SUBSCRIBED
before me this *5th* day
of *April*, 2004.

Carisa Allen
NOTARY PUBLIC

Jana Gantt
JANA GANTT, FORECLOSURE ANALYST
CITIFINANCIAL SERVICES, INC.



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

CitiFinancial Services, Inc.
Plaintiff(s)

No.: 2004-00195-CD

Real Debt: \$55,997.01

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dawn M. Peters
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 17, 2004

Expires: May 17, 2009

Certified from the record this 17th day of May, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.,
7467 New Ridge Road, Suite 200
Hanover, MD 21076

Plaintiff,

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

: File No. 04-195-CD
: (To be completed by Attorney)
: Amount \$55,997.01
: Interest from 4/14/2004 at a per diem
: rate of \$9.81
: Costs _____
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: Deft. Paid _____
: Due Proth/Clerk _____
: Other Costs _____

Prothonotary costs: \$125.00

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

FILED

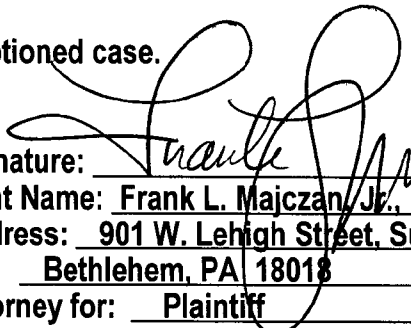
TO THE PROTHONOTARY/CLERK OF SAID COURT:

JUN 01 2004

Issue writ of execution in the above captioned case.

William A. Shaw
Prothonotary/Clerk of Courts

DATE: May 28, 2004

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
Attorney for: Plaintiff
Telephone: (610) 882-2111
Supreme Court ID No.: 17638

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clearfield) ss:

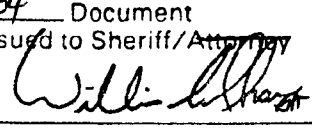
TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

DATE: 6/1/04


Prothonotary/Clerk, Civil Division

9-27-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

by: _____
~~Deputy~~

ALL THAT CERTAIN piece or parcel of land situate, lying and being in Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING Lot No. 35 in the Plot of the Village of Belsena and being bounded and described as follows:

ON the East by a street; on the North by Lot No. 34; on the South by Lot No. 36; on the West by an alley, being two hundred (200) feet deep and sixty (60) feet front.

BEING further identified by Clearfield County Assessment Map No. 103-K13-683-24.

TAX PARCEL NO. 103-K13-683-24

Property Being Known As: 2405 Belsena Road, Madera, Pennsylvania 16661.

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of DAWN M. PETERS

ALL THAT CERTAIN REAL ESTATE SITUATED IN THE TOWNSHIP OF BIGLER,
CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A
RESIDENTIAL DWELLING KNOWN AS 2405 BELSENA ROAD, MADERA,
PENNSYLVANIA 16661. ASSESSMENT NUMBER 103-K13-683-24

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

NOTICE PURSUANT TO R.C.P. 3129.1 OF
THE SUPREME COURT OF PENNSYLVANIA

TO THE FOLLOWING DEFENDANT AND OWNER:

DAWN M. PETERS

THIS NOTICE IS GIVEN TO YOU AS OWNER AND DEFENDANT IN AN
EXECUTION PROCEEDING BROUGHT BEFORE THE SHERIFF IN CLEARFIELD
COUNTY, PENNSYLVANIA, BY CITIFINANCIAL SERVICES, INC., PLAINTIFF,
RELATIVE TO THE FOLLOWING JUDGMENT AND EXECUTION NO. 04-195-CD.

THE PROPERTY TOGETHER WITH ITS LOCATION AND IMPROVEMENTS ARE
DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS NOTICE; SAID PREMISES
WILL BE OFFERED BY THE SHERIFF FOR SALE ACCORDING TO THE
INFORMATION SET FORTH IN THIS NOTICE.

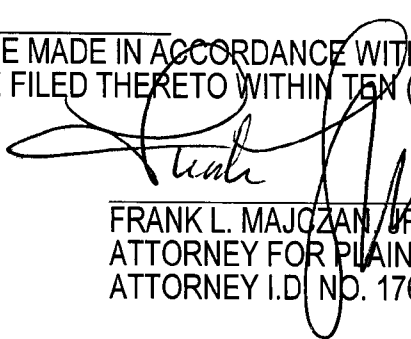
THE SHERIFF'S SALE OF PROPERTY WILL BE HELD

ON: _____, _____, 200____
AT: 10:00 A.M.
IN: OFFICE OF THE SHERIFF, CLEARFIELD COUNTY COURTHOUSE,
1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PENNSYLVANIA.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON

AND DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE
UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS FROM
THE DATE OF FILING.

DATED: MAY 28, 2004


FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

1. The name(s) and last known address(es) of the owner(s) is Dawn M. Peters, 9065 Shiloh Road, Woodland, Clearfield County, Pennsylvania 16881.
2. The name(s) and last known address(es) of the Defendant(s) in Judgment is Dawn M. Peters, 9065 Shiloh Road, Woodland, Clearfield County, Pennsylvania 16881.
3. The name and last known address of every Judgment creditor whose Judgment is a record lien on the real property to be sold is:
 - (i) Citifinancial Services, Inc.
7467 New Ridge Road, Suite 200
Hanover, MD 21076
No. 04-195-CD
Entered on May 17, 2004
Amount of Judgment - \$55,997.01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

AFFIDAVIT OF ADDRESS/OWNERSHIP

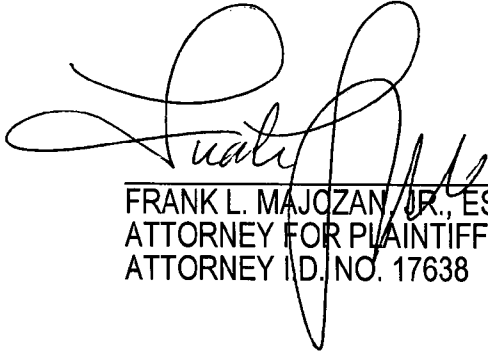
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *LEHIGH*

SS:

I, FRANK L. MAJCZAN, JR., ESQUIRE, being duly sworn according to law, hereby depose and say I am the counsel for Citifinancial Services, Inc., and to the best of my knowledge, information and belief, the last known address of Dawn M. Peters, Defendant in the within action, is 9065 Shiloh Road, Woodland, Pennsylvania 16881; and that the above-named Defendant is the owner of the property involved in this action.

SWORN TO AND SUBSCRIBED
before me this 28th day
of May, 2004.


FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY ID. NO. 17638


NOTARY PUBLIC

NOTARIAL SEAL
JEAN B. KELLER, Notary Public
City of Bethlehem, Lehigh County, PA
My Commission Expires July 10, 2005

4. The names and addresses of the last recorded holders of every Mortgage of record

are:

- (i) Citifinancial Services, Inc.
7467 New Ridge Road, Suite 200
Hanover, MD 21076
Recorded on December 17, 2002
Instrument #200220172
Mortgage Amount - \$49,306.72

5. The names and addresses of every other person who has any record lien on the property affected by the sale:

None

6. The names and addresses of every other person who has any record interest in the property which may be affected by the sale:

None

7. The names and addresses of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

- (i) Domestic Relations Office
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (ii) Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

- (iii) Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830
- (iv) Occupant(s)
2405 Belsena Road
Madera, Pa. 16661

The addresses listed above are the last known reasonably ascertainable addresses after a reasonable search conducted by the Plaintiff.

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: MAY 28, 2004



FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.,
7467 New Ridge Road, Suite 200
Hanover, MD 21076
Plaintiff,

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881
Defendant

: File No. 04-195-CD
: (To be completed by Attorney)
: Amount \$55,997.01
: Interest from 4/14/2004 at a per diem
: rate of \$9.81
: Costs _____
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: Deft. Paid _____
: Due Proth/Clerk _____
: Other Costs _____
Prothonotary costs: \$125.00

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

FILED

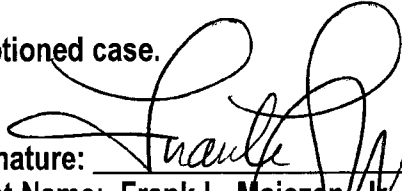
TO THE PROTHONOTARY/CLERK OF SAID COURT:

JUN 01 2004

Issue writ of execution in the above captioned case.

William A. Shaw
Prothonotary/Clerk of Courts

DATE: May 28, 2004

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
Attorney for: Plaintiff
Telephone: (610) 882-2111
Supreme Court ID No.: 17638

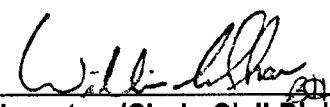
WRIT OF EXECUTION - MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Clearfield)

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

DATE: 6/1/04


Prothonotary/Clerk, Civil Division

4-27-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

by: _____
Deputy

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 16033

CITIFINANCIAL SERVICES, INC.

04-195-CD

VS.

PETERS, DAWN M.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 21, 2004 RETURN THE WRIT OF EXECUTION NOT SERVED
"TIME EXPIRED". ON JULY 12, 2004 ATTORNEY FAXED LETTER TO PLACE
SALE ON HOLD DUE TO BANKRUPTCY FILING.

FILED
BY 0121580
SEP 21 2004

Prothonotary, Clearfield County

Sworn to Before Me This

21st Day Of SEP 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
Dy. Catherine Butler - Clearfield Co.

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.,
7467 New Ridge Road, Suite 200
Hanover, MD 21076
Plaintiff,

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881
Defendant

: File No. 04-195-CD
: (To be completed by Attorney)
: Amount \$55,997.01
: Interest from 4/14/2004 at a per diem
: rate of \$9.81
: Costs _____
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: Deft. Paid _____
: Due Proth/Clerk _____
: Other Costs _____

Prothonotary costs: \$125.00

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

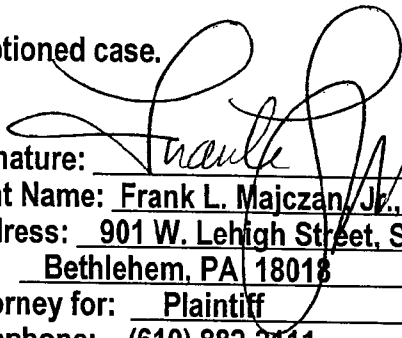
TO THE PROTHONOTARY/CLERK OF SAID COURT:

Issue writ of execution in the above captioned case.

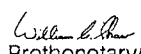
DATE: May 28, 2004

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

JUN 01 2004

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
Attorney for: Plaintiff
Telephone: (610) 882-2111
Supreme Court ID No.: 17638

Attest.


Prothonotary/
Clerk of Court

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clearfield) ss:

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

DATE: 6.1.104


Prothonotary/Clerk, Civil Division

by:

Deputy

*Received June 2, 2004 @ 2:30 p.m.
Chester A. Hunkeler
by Cynthia Butler-Aughenbaugh*

ALL THAT CERTAIN piece or parcel of land situate, lying and being in Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING Lot No. 35 in the Plot of the Village of Belsena and being bounded and described as follows:

ON the East by a street; on the North by Lot No. 34; on the South by Lot No. 36; on the West by an alley, being two hundred (200) feet deep and sixty (60) feet front.

BEING further identified by Clearfield County Assessment Map No. 103-K13-683-24.

TAX PARCEL NO. 103-K13-683-24

Property Being Known As: 2405 Belsena Road, Madera, Pennsylvania 16661.

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of DAWN M. PETERS

ALL THAT CERTAIN REAL ESTATE SITUATED IN THE TOWNSHIP OF BIGLER,
CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A
RESIDENTIAL DWELLING KNOWN AS 2405 BELSENA ROAD, MADERA,
PENNSYLVANIA 16661. ASSESSMENT NUMBER 103-K13-683-24

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.,
7467 New Ridge Road, Suite 200
Hanover, MD 21076
Plaintiff,

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881
Defendant

: File No. 04-195-CD
: (To be completed by Attorney)
: Amount \$55,997.01
: Interest from 4/14/2004 at a per diem
: rate of \$9.81
: Costs _____
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: Deft. Paid _____
: Due Proth/Clerk _____
: Other Costs _____

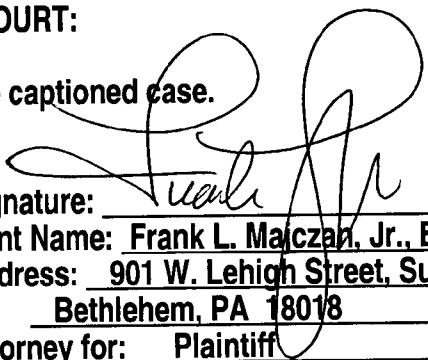
Pro. Costs \$125.00

PRAECIPE TO RE-ISSUE WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Re-issue writ of execution in the above captioned case.

DATE: September 21, 2004

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
Attorney for: Plaintiff
Telephone: (610) 882-2111
Supreme Court ID No.: 17638

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss:

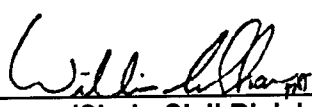
FILED
M 2:22 PM Sep 27 2004
6 cc Reissue Writ to Shro
SEP 27 2004

TO THE SHERIFF OF SAID COUNTY:

William A. Shaw
Prothonotary

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

DATE: 9-27-04


Prothonotary/Clerk, Civil Division

by: _____
Deputy

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

CITIFINANCIAL SERVICES, INC.
7467 New Ridge Road, Suite 200
Hanover, MD 21076,

Plaintiff

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881

Defendant

NO. 04-195-CD

CIVIL ACTION - MORTGAGE FORECLOSURE

CERTIFICATE OF MAILING NOTICE

The undersigned certifies that Notice of the Sheriff's Sale of real property scheduled for Friday, December 3, 2004 at 10:00 A.M. in the above-captioned matter was sent to the following by mailing such Notice on October 12, 2004, by First Class Mail/Certificate of Mailing, true and correct copies of which are attached hereto:

Occupant(s)
2405 Belsena Road
Madera, Pa. 16661

Domestic Relations Office
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, Pa. 16830

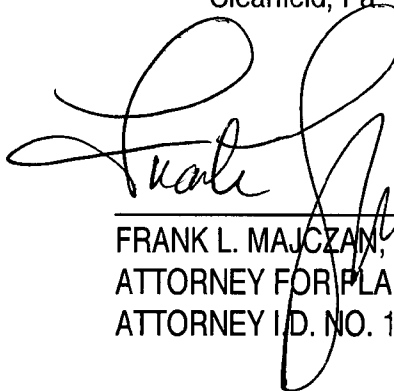
DATED: OCTOBER 13, 2004

ELK

10-13-04

M 2-248# NOCC

OCT 15 2004



FRANK L. MAJCZAN, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF
ATTORNEY I.D. NO. 17638

William A. Shaw
Prothonotary

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 12, 2004

Domestic Relations Office
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT


Please be advised that the property and improvements, if any, located in the **Township of Bigler, Clearfield County, Pennsylvania, and known as 2405 Belsena Road, Madera, Pennsylvania 16661**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 2004 at 10:00 A.M. in the Office of the Sheriff, Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, Pennsylvania**, pursuant to a judgment entered in the amount of \$55,997.01 in the Court of Common Pleas of Clearfield County as No. 04-195 - CD in favor of Plaintiff, CitiFinancial Services, Inc. and against Dawn M. Peters in the aforesaid judgment.

A search of the records, inspection of the property or other information received indicates that you may have a lien or mortgage on the above premises securing an obligation owed to you or may have a right to possession of the premises which will be terminated by this Sheriff's Sale. When the Sheriff's Sale takes place your lien, if any, may be removed from the above premises whether or not the sale price is sufficient to pay your obligation or any part of it and your right to occupy the premises, if any, may be terminated.

You may have an interest in this property by virtue of any spousal and/or child support arrearages against the above individual.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,


FRANK L. MAJCZAN, JR.
FLM, JR./dmd
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FOUNDED AS BUTTERFIELD & JOACHIM

Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 12, 2004

Child Support Enforcement Agency
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, PA 16830

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT


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You may have an interest in this property by virtue of any child support arrearages against the above individual.

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Very truly yours,


FRANK L. MAJCZAN, JR.
FLM,JR:dmd
Enclosure

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**LAW OFFICES
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Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 12, 2004

Occupant(s)
2405 Belsena Road
Madera, Pa. 16661

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT

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Very truly yours,



FRANK L. MAJCZAN, JR.

FLM,JR:dmd
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FOUNDED AS BUTTERFIELD & JOACHIM

Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

**LAW OFFICES
MAJCZAN-SCHAEDLER-KELLEHER**

Frank L. Majczan, Jr.
Richard J. Schaedler
Kevin J. Kelleher

901 West Lehigh Street
Suite 200
Bethlehem, PA 18018

Telephone 610-882-2111
Facsimile 610-882-2588

October 12, 2004

Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street, Third Floor
Clearfield, Pa. 16830

NOTICE OF SALE OF REAL PROPERTY TO POSSIBLE LIEN HOLDER OR OCCUPANT


Please be advised that the property and improvements, if any, located in the **Township of Bigler, Clearfield County, Pennsylvania, and known as 2405 Belsena Road, Madera, Pennsylvania 16661**, as described on the sheet attached hereto, will be sold by the Sheriff of Clearfield County on **Friday, December 3, 2004 at 10:00 A.M. in the Office of the Sheriff, Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, Pennsylvania**, pursuant to a judgment entered in the amount of \$55,997.01 in the Court of Common Pleas of Clearfield County as No. 04-195 - CD in favor of Plaintiff, CitiFinancial Services, Inc. and against Dawn M. Peters in the aforesaid judgment.

A search of the records, inspection of the property or other information received indicates that you may have a lien or mortgage on the above premises securing an obligation owed to you or may have a right to possession of the premises which will be terminated by this Sheriff's Sale. When the Sheriff's Sale takes place your lien, if any, may be removed from the above premises whether or not the sale price is sufficient to pay your obligation or any part of it and your right to occupy the premises, if any, may be terminated.

You may have a lien against this property for delinquent real estate taxes.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of filing of said schedule. You should check with the Clearfield County Sheriff's Office by calling **(814) 765-2641** to determine the actual date of filing of said schedule.

Very truly yours,



FRANK L. MAJCZAN, JR.
FLM, JR:dmd
Enclosure

FIRST CLASS MAIL/CERTIFICATE OF MAILING

FOUNDED AS BUTTERFIELD & JOACHIM
Thomas E. Butterfield, Jr. (1914-1990) and William B. Joachim, Jr. (1918-2002)

ALL THAT CERTAIN piece or parcel of land situate, lying and being in Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEING Lot No. 35 in the Plot of the Village of Belsena and being bounded and described as follows:

ON the East by a street; on the North by Lot No. 34; on the South by Lot No. 36; on the West by an alley, being two hundred (200) feet deep and sixty (60) feet front.

BEING further identified by Clearfield County Assessment Map No. 103-K13-683-24.

TAX PARCEL NO. 103-K13-683-24

Property Being Known As: 2405 Belsena Road, Madera, Pennsylvania 16661.

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of DAWN M. PETERS

MAJCZAN-SCHAEDELER-KELLEHER
901 WEST LEHIGH STREET
SUITE 200
BETHLEHEM, PA 18018

Name and
Address
of Sender

CERTIFICATE OF MAILING

Check type of mail:
☐ Express
☐ Registered
☐ Insured
☐ COD

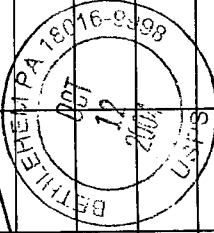
Return Receipt (RR) for Merchandise
☐ Certified
☐ Int'l Rec. Del.
☐ Del. Confirmation (DC)

If Registered Mail, check below:
☐ Insured
☐ Not Insured

Postmark and
Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	CE/PETERS	Occupant(s), 2405 Belsena Road Madera, Pa. 16861	37	30											
2		Domestic Relations Office, Clearfield County Courthouse, 230 E. Market Street, Third Floor Clearfield, Pa. 16830	37	30											
3		Child Support Enforcement Agency, Clearfield County Courthouse, 230 E. Market Street, Third Floor Clearfield, Pa. 16830	37	30											
4		Tax Claim Bureau, Clearfield County Courthouse, 230 E. Market Street, Third Floor Clearfield, Pa. 16830	37	30											
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															

UNPAID
 115
 3032 901.00 OCT 12 04
 9262 MAILED FROM ZIP CODE 18015



Postmaster, Per (Name of receiving employee)

Total Number of Pieces
Received at Post Office

Total Number of Pieces
Listed by Sender

4

4

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16033
NO: 04-195-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: DAWN M. PETERS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT:

LEVY TAKEN 10/01/2004 @ 11:39 AM
POSTED 10/01/2004 @ 11:39 AM
SALE HELD 12/03/2004
SOLD TO CITIFINANCIAL SERVICES, INC.
SOLD FOR AMOUNT \$1.00 PLUS COSTS
WRIT RETURNED 04/11/2005
DATE DEED FILED 04/11/2005

PROPERTY ADDRESS 2405 BELSENA ROAD MADERA, PA 16661 , PA

FILED

APR 11 2005

6/10/2005
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

10/11/2004 @ 9:27 AM SERVED DAWN PETERS

SERVED DAWN PETERS, DEFENDANT, AT HER RESIDENCE 9065 SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAWN PETERS

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16033
NO: 04-195-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: DAWN M. PETERS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN


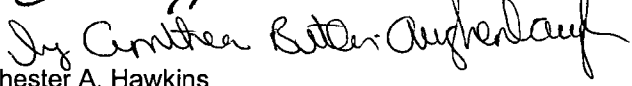
SHERIFF HAWKINS \$219.94

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC.,
7467 New Ridge Road, Suite 200
Hanover, MD 21076

Plaintiff,

vs.

DAWN M. PETERS
9065 Shiloh Road
Woodland, Pa. 16881
Defendant

: File No. 04-195-CD
: (To be completed by Attorney)
: Amount \$55,997.01
: Interest from 4/14/2004 at a per diem
: rate of \$9.81
: Costs _____
: (To be completed by Proth/Clerk)
: Pltf. Paid _____
: Deft. Paid _____
: Due Proth/Clerk _____
: Other Costs _____

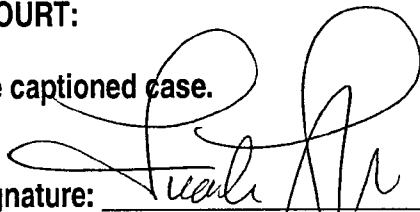
Pro Costs \$125.00

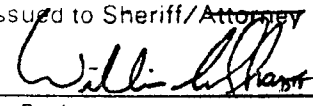
PRAECIPE TO RE-ISSUE WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Re-issue writ of execution in the above captioned case.

DATE: September 21, 2004

Signature: 
Print Name: Frank L. Majczan, Jr., Esquire
Address: 901 W. Lehigh Street, Suite 200
Bethlehem, PA 18018
Attorney for: Plaintiff
Telephone: (610) 882-2111
Supreme Court ID No.: 17638

9/27/04 Document
Reissued to Sheriff/Attorney
Service.

Deputy Prothonotary

WRIT OF EXECUTION - MORTGAGE FORECLOSURE


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

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Clearfield)

ss:

SEP 27 2004

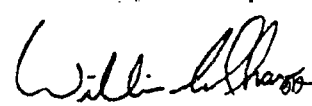
Attest.


Prothonotary/
Clerk of Courts

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are
directed to levy upon and sell the property described in the attached description.

DATE: 9-27-04


Prothonotary/Clerk, Civil Division

by:

Deputy

Received September 27, 2004 @ 3:00 PM.
Chester A. Hawkins
by Cynthia Butler-Aughenbaugh

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Property Being Known As: 2405 Belsena Road, Madera, Pennsylvania 16661.

IMPROVEMENTS: Residential dwelling.

Seized and Taken in Execution as the Property of DAWN M. PETERS

ALL THAT CERTAIN REAL ESTATE SITUATED IN THE TOWNSHIP OF BIGLER,
CLEARFIELD COUNTY, PENNSYLVANIA. HAVING ERECTED THEREON A
RESIDENTIAL DWELLING KNOWN AS 2405 BELSENA ROAD, MADERA,
PENNSYLVANIA 16661. ASSESSMENT NUMBER 103-K13-683-24

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DAWN PETERS

NO. 04-195-CD

NOW, March 19, 2005, 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 December 03, 2004, I exposed the within described real estate of Dawn M. Peters to public venue or outcry at which time and place I sold the same to CITIFINANCIAL SERVICES, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	3.75
LEVY	15.00
MILEAGE	15.75
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	15.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$219.94

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	55,997.01
INTEREST @ 9.8100 %	2,285.73
FROM 04/14/2004 TO 12/03/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$58,302.74

COSTS:

ADVERTISING	215.16
TAXES - COLLECTOR	
TAXES - TAX CLAIM	1,086.68
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	219.94
LEGAL JOURNAL COSTS	108.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,928.28

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