

04-1410-CD
CITIFINANCIAL SERVICES INC. VS. JUSTIN WILLIAMS

Citifinancial vs Justin Williams
2004-1410-CD

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES INC.

7467 New Ridge Road

Suite 222

Hanover, MD 21076

Plaintiff

vs.

JUSTIN WILLIAMS

Mortgagor and Real Owner

3545 Main Street

PO Box 191

Karthus, PA 16845

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

04-1410-CJ

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

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

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

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

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

AVISO

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

RECUERDE: SI USTED NO RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

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

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

FILED *ICC SAff*
m/2/06 8/1 Atty pd.
SEP 10 2004 *85.00*

William A. Shaw
Prothonotary/Clerk of Courts

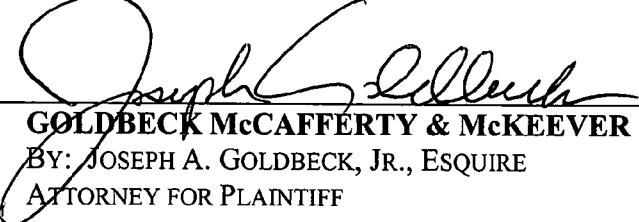
COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES INC., 7467 New Ridge Road, Suite 222 Hanover, MD 21076.
2. The name and address of the Defendant is JUSTIN WILLIAMS, 3545 Main Street, PO Box 191 Karthaus, PA 16845, who is the mortgagor and real owner of the mortgaged premises hereinafter described. Original Mortgagor ELMA J. WILLIAMS is deceased and is hereby released of record.
3. On September 25, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CITIFINANCIAL SERVICES INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200115351. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due January 05, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$45,417.76
Interest from 12/05/2003	\$3,648.11
through 09/30/2004 at 9.7480%	
Per Diem interest rate at \$12.12	
Attorney's Fee at 5.0% of Principal Balance	\$2,270.89
[Redacted]	
Costs of suit and Title Search	\$900.00
	<hr/>
Title/Appraisal	\$52,236.76
	<hr/>
	+ \$225.00
	<hr/>
	\$52,461.76

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$52,461.76, together with interest at the rate of \$12.12, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

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

VERIFICATION

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

Date: 9-7-04



Jana Gantt
CITIFINANCIAL SERVICES INC.

K & DOB WARRANTY DEED

Kathy Stollmeyer Clapp, Clearfield, Pa.

VOL 821 PAGE 247

This Deed,

Made the twenty-third day of October in the year Nineteen
Hundred and Eighty-One

Between COUNTY NATIONAL BANK, a National Banking Association,
organized and existing under the laws of the United States
of America, with its principal office and place of business
in the Borough of Clearfield, County of Clearfield, and
State of Pennsylvania, hereinafter called GRANTOR, party of
the first part,

AND JUSTIN WILLIAMS and ELMA J. WILLIAMS, husband and wife,
of the Village of Karthaus, Township of Karthaus, County of
Clearfield, and State of Pennsylvania, hereinafter called
GRANTEEES, parties of the second part,

Witnesseth, that in consideration of Three Thousand Five Hundred Thirty-Four
Dollars Four Cents (\$3534.04) ----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does
hereby grant and convey to the said grantees ,

All that certain piece or parcel of land situate in the Village of Karthaus,
Township of Karthaus, County of Clearfield, and State of
Pennsylvania, bounded and described as follows:

BEGINNING at a point on the North side of Main Street one hundred
eighty (180) feet Easterly from the corner of Potter and Main
Streets; thence running along North side of Main Street East thirty
(30) feet to a post; thence about North by a line parallel with the
West side of Lot No. 11, one hundred and eighty (180) feet to an
alley; thence running along the South side of said alley West
thirty (30) feet to Lot No. 9; thence running along the East side
of said lot about South one hundred and eighty (180) feet to the
place of beginning. Having a frontage on Main Street of thirty
(30) feet and extending back one hundred and eighty (180) feet in
depth, and being known as the Western half of Lot No. 10 in the
plot of the Village of Karthaus.

BEING the same premises which were conveyed to the Grantor herein
by William Charney, Sheriff of Clearfield County, by deed dated
the twelfth day of March, 1973 and recorded in Deed Book 629,
page 5.

EXHIBIT A

ACT 91 NOTICE

DATE OF NOTICE: August 3, 2004

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

Certified Article Number

7160 3901 9848 3830 7238

SENDERS RECORD

Certified Article Number

7160 3901 9848 3830 7245

SENDERS RECORD

Date: August 3, 2004

Homeowners Name: JUSTIN WILLIAMS and ELMA J. WILLIAMS

Property Address: 3545 Main Street, PO Box 191, Karthaus, PA 16845

Loan Account No.: 2000510214270

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Servicer: CITIFINANCIAL SERVICES INC.

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **3545 Main Street, PO Box 191, Karthaus, PA 16845** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 01/05/2004 thru 8/3/2004
(8 mos. at \$502.62/month) \$4,020.96
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$4,020.96

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 4,020.96**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

CITIFINANCIAL SERVICES INC.
311 New Rodgers Road
Levittown, PA 19056

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL SERVICES INC.

Address: 311 New Rodgers Road
Levittown, PA 19056

Phone Number: 877-675-3656

Fax Number: _____

Contact Person: Loss Mitigation Department

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loss Mitigation Department
Phone Number: 877-675-3656

**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

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIFINANCIAL SERVICES INC.

VS.

WILLIAMS, JUSTIN

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16273

04-1410-CD

SHERIFF RETURNS

NOW OCTOBER 1, 2004 AT 11:24 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JUSTIN WILLIAMS, DEFENDANT AT RESIDENCE, 2496 MAIN ST. , APT A, KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA (SAME AS 3545 MAIN ST., KARTAUS, PA.) BY HANDING TO JUSTIN WILLIAMS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/HUNTER

Return Costs

Cost	Description
35.25	SHERIFF HAWKINS PAID BY: ATTY CK# 207994
10.00	SURCHARGE PAID BY: ATTY CK# 207995

Sworn to Before Me This

21 Day Of October 2004
Chester A. Hawkins

So Answers,


Chester A. Hawkins
Sheriff

FILED
EGK

OCT 21 2004

William A. Shaw
Prothonotary

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

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

Plaintiff
vs.

JUSTIN WILLIAMS
(Mortgagor(s) and Record owner(s))
3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s) No. 04-1410-CD

IN THE COURT OF COMMON PLEAS

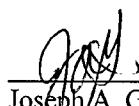
of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL SERVICES INC., and against JUSTIN WILLIAMS for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$52,946.56.


Joseph A. Goldbeck, Jr.

Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is CITIFINANCIAL SERVICES INC. 7467 New Ridge Road Suite 222 Hanover, MD 21076 and that the name(s) and last known address(es) of the Defendant(s) is/are JUSTIN WILLIAMS, 3545 Main Street PO Box 191 Karthaus, PA 16845;


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

FILED

NOV 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE TO DEFENDANT

2 APPENDIX

STATEMENT TO ATTOR

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$45,417.76
Interest from 12/05/2003 through 11/09/2004	\$4,132.91
Attorney's Fee at 5.0000% of principal balance	\$2,270.89
Late Charges	\$0.00
Costs of Suit and Title Search	\$900.00
Title/Appraisal	\$225.00 (\$0.00)
	<hr/> \$52,946.56


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

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

Pro Prothy

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, JUSTIN WILLIAMS, is about unknown years of age, that Defendant's last known residence is 3545 Main Street PO Box 191, Karthaus, PA 16845, and is engaged in the unknown business located at unknown address.

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

Date:

A handwritten signature in black ink, appearing to read "Justin Williams", is written over a horizontal line. The signature is fluid and cursive.

In the Court of Common Pleas of Clearfield County

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

Plaintiff

vs.

JUSTIN WILLIAMS
(Mortgagor(s) and Record Owner(s))
3545 Main Street
PO Box 191
Karthaus, PA 16845

No. 04-1410-CD

Defendant(s)

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against JUSTIN WILLIAMS by default for want of an Answer.

Assess damages as follows:

\$52,946.56

Debt

Interest - 12/05/2003 to 11/09/2004

Total

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1


Joseph A. Goldbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW November, 2004, Judgment is entered in favor of
CITIFINANCIAL SERVICES INC. and against JUSTIN WILLIAMS by default for want of an Answer and damages
assessed in the sum of \$52,946.56 as per the above certification.


Prothonotary

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

DATE OF THIS NOTICE: October 26, 2004

TO:

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

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

Plaintiff

vs.

JUSTIN WILLIAMS
(Mortgagor(s) and Record Owner(s))
3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s)

TO: JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

IN THE COURT OF COMMON
PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

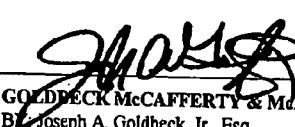
Term
No. 04-1410-CD

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9546

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


GOLDBECK McCAFFERTY & McKEEVER
By Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106 215-627-1322

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

DATE OF THIS NOTICE: October 26, 2004

TO:

JUSTIN WILLIAMS
2496 Main Street, Apt A
Karthaus, PA 16845

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

vs.
JUSTIN WILLIAMS
(Mortgagor(s) and Record Owner(s))
3545 Main Street
PO Box 191
Karthaus, PA 16845

Plaintiff

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

**ACTION OF
MORTGAGE FORECLOSURE**

Term
No. 04-1410-CD

Defendant(s)

TO: **JUSTIN WILLIAMS**
2496 Main Street, Apt A
Karthaus, PA 16845

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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


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

Rule of Civil Procedure No. 236 – Revised

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

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

Plaintiff

No. 04-1410-CD

vs.

JUSTIN WILLIAMS
(**Mortgagors and Record Owner(s)**)
3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s)

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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw
Prothonotary

By: _____

Deputy

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

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

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

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

Plaintiff
vs.

JUSTIN WILLIAMS
(Mortgagor(s) and Record Owner(s))
3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 04-1410-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

3545 Main Street
PO Box 191
Karthaus, PA 16845

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

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

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

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

3. Name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

CITIFINANCIAL INC
RD 3, BOX 146H
DUBOIS, PA 15801

CITIFINANCIAL MORTGAGE CO. INC.
1111 NORTHPOINT DRIVE
BUILDING 4, SUITE 100
COPPELL, TX 75019-3931

ASSOCIATES FINANCIAL
1111 NORTHPOINT DRIVE
BUILDING 4, SUITE 100
COPPELL, TX 75019-3931

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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

COMMONWEALTH OF PA DEPT OF REVENUE INHERITANCE TAX DIVISION
1131 Strawberry Square
6th Floor
Harrisburg, PA 17128

INTERNAL REVENUE SERVICE - SPECIAL PROCEDURES BRANCH
1001 Liberty Avenue
Thirteenth Floor, Suite 1300
Pittsburgh, PA 15222

DEPARTMENT OF PUBLIC WELFARE
Estate Recovery Program
PO Box 8486, Willow Oak Building
Harrisburg, PA 17105-8486

TENANTS/OCCUPANTS
3545 Main Street
PO Box 191
Karthaus, PA 16845

(attach separate sheet if more space is needed)

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

DATED: November 9, 2004


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

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

CitiFinancial Services, Inc.
Plaintiff(s)

No.: 2004-01410-CD

Real Debt: \$52,946.56

Atty's Comm: \$

Vs.

Costs: \$

Justin Williams
Defendant(s)

Entry: \$

Instrument: Default Judgment

Date of Entry: November 15, 2004

Expires: November 15, 2009

Certified from the record this November 15, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

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

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

Plaintiff

vs.

JUSTIN WILLIAMS
Mortgagor(s) and Record Owner(s)
3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

No. 04-1410-CD

FILED

NOV 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

6 units to sure

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$52,946.56

Interest from
12/05/2003 to
11/09/2004 at
9.7480%

(Costs to be added)

125. - Prothonotary (051)


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

Term
No. 04-1410-CD
IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

JUSTIN WILLIAMS
(Mortgagor(s) and Record Owner(s))
3545 Main Street
PO Box 191
Karthaus, PA 16845

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

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

BEGINNING at a point on the North side of Main Street one hundred eighty (180) feet Easterly from the corner of Potter and Main Streets; thence running along North side of Main Street East thirty (30) feet to a post; thence about North by a line parallel with the West side of Lot No. 11, one hundred and eighty (180) feet to an alley; thence running along the South side of said alley West thirty (30) feet to Lot No. 9; thence running along the East side of said lot about South one hundred and eighty (180) feet to the place of beginning. Having a frontage on Main Street of thirty (30) feet and extending back one hundred and eighty (180) feet in depth, and being known as the Western half of Lot No. 10 in the plot of the Village of Karthaus.

FILED

NOV 15 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

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

vs.

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

In the Court of Common Pleas of
Clearfield County

No. 04-1410-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

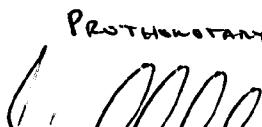
PREMISES: 3545 Main Street PO Box 191 Karthaus, PA 16845

See Exhibit "A" attached

AMOUNT DUE	<u>\$52,946.56</u>
------------	--------------------

Interest From 12/05/2003
Through 11/09/2004

(Costs to be added)

Prothonotary Costs 125.-


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: Nov. 15, 2004

Deputy _____

Term
No. 04-1410-CD

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

JUSTIN WILLIAMS
Mortgagor(s)
3545 Main Street PO Box 191
Karthaus, PA 16845

WRIT OF EXECUTION

(Mortgage Foreclosure)	
REAL DEBT	\$52,946.56
INTEREST from	_____
COSTS PAID:	_____
PROTHY	\$_____
SHERIFF	\$_____
STATUTORY	\$_____
COSTS DUE PROTHY	\$_____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

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

BEGINNING at a point on the North side of Main Street one hundred eighty (180) feet Easterly from the corner of Potter and Main Streets; thence running along North side of Main Street East thirty (30) feet to a post; thence about North by a line parallel with the West side of Lot No. 11, one hundred and eighty (180) feet to an alley; thence running along the South side of said alley West thirty (30) feet to Lot No. 9; thence running along the East side of said lot about South one hundred and eighty (180) feet to the place of beginning. Having a frontage on Main Street of thirty (30) feet and extending back one hundred and eighty (180) feet in depth, and being known as the Western half of Lot No. 10 in the plot of the Village of Karthaus.

GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

CIMD-0360
04/01/2005
\$52,946.56

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

Plaintiff
vs.

JUSTIN WILLIAMS
Mortgagor(s) and
Record Owner(s)

3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 04-1410-CD

FILED
m/j:3&bx
FEB 28 2005

William A. Shaw,
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

() Personal Service by the Sheriff's Office/competent adult (copy of return attached).
(~~✓~~) Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
() Certified mail by Sheriff's Office.
() Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
() Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
() Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

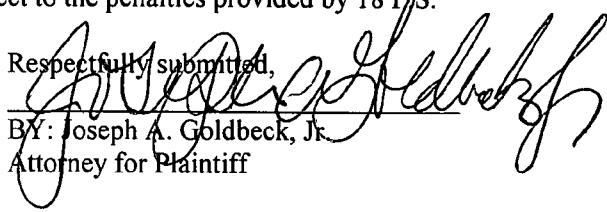
() Premises was posted by Sheriff's Office/competent adult (copy of return attached).
() Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
() Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

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

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

Respectfully submitted,

BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff



7160 3901 9848 3827 1355

TO: WILLIAMS, JUSTIN
JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
November 9, 2004

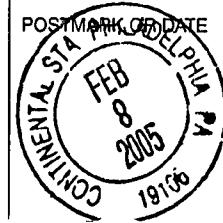
REFERENCE: WILLIAMS, JUSTIN / CIMD-0360
4/1/05 - Clearfield

PS Form 3800, June 2000

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

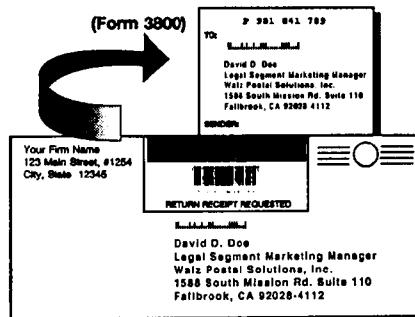
US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



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

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



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

7160 3901 9848 3827 1379

TO: JUSTIN WILLIAMS
JUSTIN WILLIAMS
2496 MAIN STREET
APT. A
KARTHAUS, PA 16845

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
November 9, 2004

REFERENCE: WILLIAMS, JUSTIN / CIMD-0360
4/1/05
- Clearfield

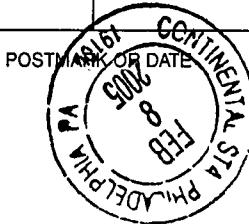
PS Form 3800, June 2000

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

US Postal Service

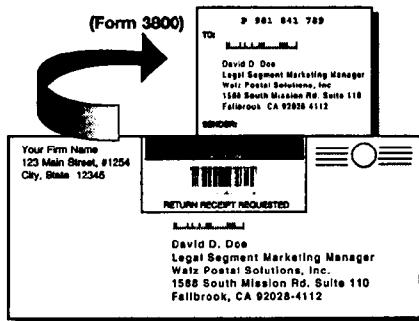
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



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

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
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3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



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

Article Number 7160 3901 9848 3827 1355		COMPLETE THIS SECTION ON DELIVERY	
		A. Received by (Please Print Clearly)	B. Date of Delivery
		<i>Justin Williams</i>	FEB 10 2005
		C. Signature	Agent <input type="checkbox"/> Addressee <input checked="" type="checkbox"/>
		D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Service Type CERTIFIED MAIL 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes 1. Article Addressed to: WILLIAMS, JUSTIN JUSTIN WILLIAMS 3545 Main Street PO Box 191 Karthaus, PA 16845			
GOLDBECK MCCAFFERTY & MCKEEVER WILLIAMS, JUSTIN / CIMD-0360 - Clearfield			

4/1/05

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

Goldbeck McCafferty & McKeever
STE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA PA 19106-1538

2. Article Number



7160 3901 9848 3827 1379

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

JUSTIN WILLIAMS

JUSTIN WILLIAMS

2496 MAIN STREET

APT. A

KARTHAUS, PA 16845

GOLDBECK MCCAFFERTY & MCKEEVER
WILLIAMS, JUSTIN / CIMD-0360 - Clearfield

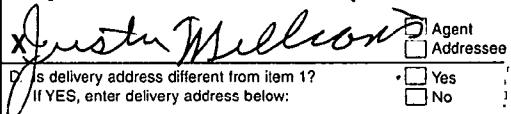
COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

FEB 10 2005

C. Signature



Justin Williams

Agent
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes
 No

4/1/05

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●

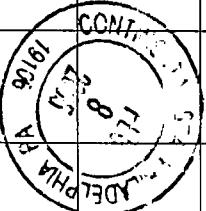
1.
GOLDBECK MCCAFFERTY & MCKEEVER
STE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA PA 19106-1538

Name and Address of Sender
GOLDBECK
SITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

Check type of mail or service:		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)										
Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675	CITIFINANCIAL INC RD 3, BOX 146H DUBOIS, PA 15801	CITIFINANCIAL MORTGAGE CO. INC. 1111 NORTHPOINT DRIVE BUILDING 4, SUITE 100 COPPELL, TX 75019-3931									
2.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830	ASSOCIATES FINANCIAL 1111 NORTHPOINT DRIVE BUILDING 4, SUITE 100 COPPELL, TX 75019-3931										
3.	COMMONWEALTH OF PA DEPT OF REVENUE INHERITANCE TAX DIVISION 4134-Strawberry-Square 6th Floor Harrisburg, PA 17128											
4.	INTERNAL REVENUE SERVICE - SPECIAL PROCEDURES-BRANCH 1001 Liberty Avenue Thirteenth Floor, Suite 1300 Pittsburgh, PA 15222											
5.	DEPARTMENT OF PUBLIC WELFARE Estate Recovery Program PO Box 8486, Willow Oak Building Harrisburg, PA 17105-8486											
6.	TENANTS/OCCUPANTS 3545 Main Street PO Box 191 Karthaus, PA 16845											
7.												
8.												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse



PS Form 3877, February 2002 (Page 1 of 2)
 CLMD-0360

JUSTIN WILLIAMS

Clearfield

GOLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff

vs.

JUSTIN WILLIAMS
Mortgagor(s) and Record Owner(s)

3545 Main Street
PO Box 191
Karthaus, PA 16845

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 04-1410-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

3545 Main Street
PO Box 191
Karthaus, PA 16845

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

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

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

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

3. Name and last known address of every judgment creditor whose judgment is a record lien on the property to be sold:

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

CITIFINANCIAL INC
RD 3, BOX 146H
DUBOIS, PA 15801

CITIFINANCIAL MORTGAGE CO. INC.
1111 NORTHPOINT DRIVE
BUILDING 4, SUITE 100
COPPELL, TX 75019-3931

ASSOCIATES FINANCIAL
1111 NORTHPOINT DRIVE
BUILDING 4, SUITE 100
COPPELL, TX 75019-3931

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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

COMMONWEALTH OF PA DEPT OF REVENUE INHERITANCE TAX DIVISION
1131 Strawberry Square
6th Floor
Harrisburg, PA 17128

INTERNAL REVENUE SERVICE - SPECIAL PROCEDURES BRANCH
1001 Liberty Avenue
Thirteenth Floor, Suite 1300
Pittsburgh, PA 15222

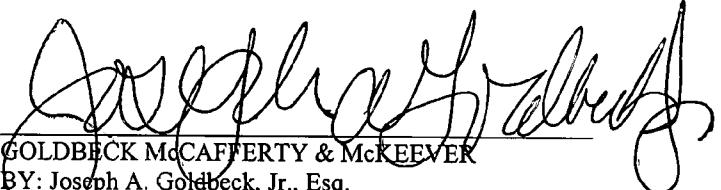
DEPARTMENT OF PUBLIC WELFARE
Estate Recovery Program
PO Box 8486, Willow Oak Building
Harrisburg, PA 17105-8486

TENANTS/OCCUPANTS
3545 Main Street
PO Box 191
Karthaus, PA 16845

(attach separate sheet if more space is needed)

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

DATED: February 16, 2005


GOLDBECK McCAFFERTY & McKEEVER

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

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20059
NO: 04-1410-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: JUSTIN WILLIAMS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/15/2004

LEVY TAKEN 02/04/2005 @ 1:10 PM

POSTED 02/04/2005 @ 1:15 PM

SALE HELD 04/01/2005

SOLD TO CITIFINANCIAL SERVICES, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/13/2005

DATE DEED FILED 05/13/2005

PROPERTY ADDRESS 3545 MAIN STREET, P. O. BOX 191 KARTHAUS , PA 16845

SERVICES

02/04/2005 @ 1:15 PM SERVED JUSTIN WILLIAMS

SERVED JUSTIN WILLIAMS, DEFENDNT AT HIS RESIDENCE 3496A MAIN STREET, KARTHAUS, CLEARFIELD COUNTY, PENNSILVANIA BY
HANDING TO JUSTIN WILLIAMS

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING
KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED
02/02/2005
MAY 13 2005

William A. Shaw
Prothonotary, Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20059
NO: 04-1410-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: JUSTIN WILLIAMS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$282.70

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


In Counter Better Answered
Chester A. Hawkins
Sheriff

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

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

In the Court of Common Pleas of
Clearfield County

vs.

JUSTIN WILLIAMS
3545 Main Street
PO Box 191
Karthaus, PA 16845

No. 04-1410-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 3545 Main Street PO Box 191 Karthaus, PA 16845

See Exhibit "A" attached

AMOUNT DUE	\$52,946.56
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Interest From 12/05/2003
Through 11/09/2004

(Costs to be added)

Prothonotary Court

125.—

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy

Received November 15, 2004 @ 3:00 p.m.
Chester A. Hawkins
by Courtney Butler-Augherbaugh

Term
No. 04-1410-CD

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

JUSTIN WILLIAMS
Mortagor(s)
3545 Main Street PO Box 191
Karthaus, PA 16845

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$52,946.56
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

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

BEGINNING at a point on the North side of Main Street one hundred eighty (180) feet Easterly from the corner of Potter and Main Streets; thence running along North side of Main Street East thirty (30) feet to a post; thence about North by a line parallel with the West side of Lot No. 11, one hundred and eighty (180) feet to an alley; thence running along the South side of said alley West thirty (30) feet to Lot No. 9; thence running along the East side of said lot about South one hundred and eighty (180) feet to the place of beginning. Having a frontage on Main Street of thirty (30) feet and extending back one hundred and eighty (180) feet in depth, and being known as the Western half of Lot No. 10 in the plot of the Village of Karthaus.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JUSTIN WILLIAMS NO. 04-1410-CD

NOW, May 13, 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 April 01, 2005, I exposed the within described real estate of Justin Williams 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

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