

05-163-CD
Citifinancial vs. Doris Covey et al

A. COVEY, et al.

Citifinancial Service v. Doris Covey et al
2005-163-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.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

vs.

DORIS A. COVEY
ARNOLD D. COVEY
Mortgagors and Real Owners
306 Second Avenue
Osceola Mills, PA 16666

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 05-163-4

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

FILED

M 2:38 PM rec'd by
cc'd to suff

FEB 03 2005

4-6-05 Document
Reinstated/Released to Sheriff/Attorney
for service.

Will A. Shaw
Deputy Prothonotary

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

William A. Shaw
Prothonotary

A V I S O

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA CORTE PUEDE, SIN NOTIFICARLO, DECIDIR A

FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERÒ, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÒN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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

**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.**

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website www.hud.gov/offices/hsg/sfh/econ/econ.cfm for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender 877-675-3656 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Carol at 215-825-6329 or Nancy at 215-825-6358 or fax 215-825-6429 or 215-825-6458. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Edward Sparkman who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CIMD-0527.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES INC., 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are DORIS A. COVEY, 306 Second Avenue, Osceola Mills, PA 16666 and ARNOLD D. COVEY, 306 Second Avenue, Osceola Mills, PA 16666, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On April 02, 2001 mortgagors 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 #200104774. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due September 06, 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	\$91,448.33
Interest from 08/06/2004	\$5,183.27
through 02/28/2005 at 9.9960%	
Per Diem interest rate at \$25.04	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$4,572.42) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Costs of suit and Title Search	\$900.00
	\$98,781.60
Title/Appraisal Fee	+\$225.00
	\$99,006.60

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants 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 "B". The Defendants 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 Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$99,006.60, together with interest at the rate of \$25.04, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

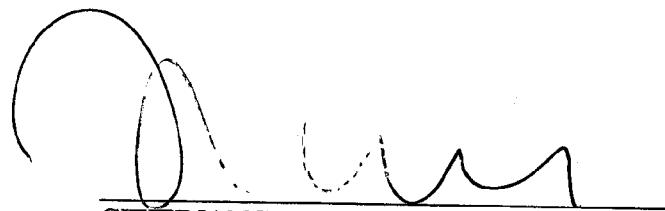
GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Melissa Viveros, 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: 2-2-05



CITIFINANCIAL SERVICES INC.

Melissa Viveros, Secretary

Exhibit A

Deed

VOL 1751 PAGE 480

MADE this ¹⁶ day of *April*, 1996, between BERTHA V. JOHNSTON, widow, of R.D.#1 Box 174, Houtzdale, Pennsylvania (hereinafter called "Grantors")

AND

ARNOLD D. COVEY, JR. and DORIS A. COVEY, his wife, of 306 Second Street, Osceola Mills, Pennsylvania (hereinafter called "Grantees") WITNESSETH, that in consideration of Nine Thousand Five Hundred-----(\$9,500.00)----- Dollars, in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to Grantees:

All that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Westerly side of Third Avenue; thence in a Westerly direction along Second Avenue North Sixty (60°) degrees thirty (30) minutes West a distance of fifty (50') feet to a point on other lands of Harold K. Fetter and ninety (90) feet distant from Elizabeth Street; thence along the line parallel with the Easterly side of Elizabeth Street and ninety (90') feet distant therefrom North twenty-nine (29°) degrees thirty (30) minutes East two hundred (200') feet to a point; thence along a line parallel with Second Avenue South sixty (60°) degrees thirty (30) minutes East fifty (50') feet to a point on the Westerly side of Third Avenue; thence along the same South twenty-nine (29°) degrees thirty (30) minutes West a distance of two hundred (200') feet to a point and place of beginning.

BEING the same premises which James M. Rice and Judith M. Rice, husband and wife, conveyed to Bertha V. Johnston by deed dated May 28, 1985 and recorded in Clearfield County in Deed and Record Book 1015 at page 525.

Having situate thereon a 1979 Zimmer Mobile Home with VIN ZZP17780

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: December 29, 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 6482 5393

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5942

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5386

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5409

SENDERS RECORD

Date: December 29, 2004

Homeowners Name: **DORIS A. COVEY and ARNOLD D. COVEY**

Property Address: **306 Second Avenue, Osceola Mills, PA 16666**

Loan Account No.: **2000510232332**

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: 306 Second Avenue, Osceola Mills, PA 16666 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 09/06/2004 thru 12/29/2004
(4 mos. at \$749.28/month) \$2,997.12
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,997.12

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,997.12**, 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.
Attn: Payment Processing
6010 Fairview Road, Suite 105
Charlotte, NC 28210

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL SERVICES INC.

Address: Attn: Payment Processing
6010 Fairview Road, Suite 105
Charlotte, NC 28210

Phone Number: 877-675-3656

Fax Number:

Contact Person: Loss Mitigation Dept.

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 Dept.
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

Service # 1 of 2 Services

Sheriff Docket # **100204**

CITIFINANCIAL SERVICES INC.

Case # 05-163-CD

vs.

DORIS A. COVEY and ARNOLD D. COVEY

SHERIFF RETURNS

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DORIS A. COVEY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

SERVED BY: /

FILED
03:32pm
MAR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100204**

CITIFINANCIAL SERVICES INC.

Case # 05-163-CD

vs.

DORIS A. COVEY and ARNOLD D. COVEY

SHERIFF RETURNS

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ARNOLD D. COVEY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket #

100204

CITIFINANCIAL SERVICES INC.

Case # 05-163-CD

vs.

DORIS A. COVEY and ARNOLD D. COVEY

SHERIFF RETURNS

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	218691	20.00
SHERIFF HAWKINS	GOLDBECK	218691	35.20

Sworn to Before me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

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.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

vs.

DORIS A. COVEY
ARNOLD D. COVEY
Mortgagors and Real Owners
306 Second Avenue
Osceola Mills, PA 16666

Defendants

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

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

05-163-C

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

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

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

FEB 03 2005

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

Attest.

William J. Shanahan
Prothonotary/
Clerk of Courts

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.

RECUPERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A

FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUITA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

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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

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.

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website www.hud.gov/offices/hsg/sfh/econ/econ.cfm for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender 877-675-3656 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Carol at 215-825-6329 or Nancy at 215-825-6358 or fax 215-825-6429 or 215-825-6458. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Edward Sparkman who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CIMP-0527.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

**I HEREBY CERTIFY THAT THIS IS
COMPLAINT IN MORTGAGE FORECLOSURE CORRECT COPY OF
THE ORIGINAL FILED**

1. Plaintiff is CITIFINANCIAL SERVICES INC., 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are DORIS A. COVEY, 306 Second Avenue, Osceola Mills, PA 16666 and ARNOLD D. COVEY, 306 Second Avenue, Osceola Mills, PA 16666, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On April 02, 2001 mortgagors 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 #200104774. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due September 06, 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	\$91,448.33
Interest from 08/06/2004	\$5,183.27
through 02/28/2005 at 9.9960%	
Per Diem interest rate at \$25.04	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$4,572.42) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Costs of suit and Title Search	\$900.00
	\$98,781.60
Title/Appraisal Fee	+\$225.00
	\$99,006.60

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants 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 "B". The Defendants 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 Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$99,006.60, together with interest at the rate of \$25.04, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

GOLDBECK McCAFFERTY & McKEEVER

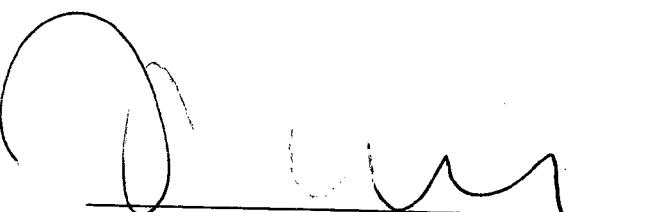
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Melissa Viveros, 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: 2-2-05



CITIFINANCIAL SERVICES INC.

Melissa Viveros, Secretary

Exhibit A

Deed

VOL 1751 PAGE 480

MADE this ⁶/_{th} day of April, 1996, between BERTHA
V. JOHNSTON, widow, of R.D.#1 Box 174, Houtzdale, Pennsylvania
(hereinafter called "Grantors")

AND

ARNOLD D. COVEY, JR. and DORIS A. COVEY, his wife, of 306 Second
Street, Osceola Mills, Pennsylvania (hereinafter called "Grantees")
WITNESSETH, that in consideration of Nine Thousand Five Hundred----

-----(\$9,500.00)----- Dollars, in
hand paid, the receipt whereof is hereby acknowledged, Grantor does
hereby grant and convey to Grantees:

All that certain piece or parcel of land situate, lying and being
in the Borough of Osceola Mills, Clearfield County, Pennsylvania,
bounded and described as follows:

BEGINNING at a point on the Westerly side of Third
Avenue; thence in a Westerly direction along Second
Avenue North Sixty (60°) degrees thirty (30) minutes West
a distance of fifty (50') feet to a point on other lands
of Harold K. Fetters and ninety (90) feet distant from
Elizabeth Street; thence along the line parallel with the
Easterly side of Elizabeth Street and ninety (90') feet
distant therefrom North twenty-nine (29°) degrees thirty
(30) minutes East two hundred (200') feet to a point;
thence along a line parallel with Second Avenue South
sixty (60°) degrees thirty (30) minutes East fifty (50')
feet to a point on the Westerly side of Third Avenue;
thence along the same South twenty-nine (29°) degrees
thirty (30) minutes West a distance of two hundred (200')
feet to a point and place of beginning.

BEING the same premises which James M. Rice and Judith M.
Rice, husband and wife, conveyed to Bertha V. Johnston
by deed dated May 28, 1985 and recorded in Clearfield
County in Deed and Record Book 1015 at page 525.

Having situate thereon a 1979 Zimmer Mobile Home with VIN
ZZP17780

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: December 29, 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 6482 5393

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5942

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5386

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5409

SENDERS RECORD

Date: December 22, 2004

Homeowners Name: **DORIS A. COVEY and ARNOLD D. COVEY**

Property Address: **306 Second Avenue, Osceola Mills, PA 16666**

Loan Account No.: **2000510232332**

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: 306 Second Avenue, Osceola Mills, PA 16666 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 09/06/2004 thru 12/29/2004
(4 mos. at \$749.28/month) \$2,997.12
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,997.12

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,997.12**, 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.
Attn: Payment Processing
6010 Fairview Road, Suite 105
Charlotte, NC 28210

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL SERVICES INC.

Address: Attn: Payment Processing
6010 Fairview Road, Suite 105
Charlotte, NC 28210

Phone Number: 877-675-3656

Fax Number:

Contact Person: Loss Mitigation Dept.

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 Dept.
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

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

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

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

vs.

DORIS A. COVEY
ARNOLD D. COVEY
Mortgagors and Real Owners
306 Second Avenue
Osceola Mills, PA 16666

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

05-163-C0

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

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

FEB 03 2005

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

Attest.

William D. Gove
Prothonotary/
Clerk of Courts

AVISO

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Resources available for Homeowners in Foreclosure

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Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

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COMPLAINT IN MORTGAGE FORECLOSURE
CERTIFY THAT THIS IS
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- 3. On April 02, 2001 mortgagors 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 #200104774. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
- 4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
- 5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due September 06, 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	\$91,448.33
Interest from 08/06/2004	\$5,183.27
through 02/28/2005 at 9.9960%	
Per Diem interest rate at \$25.04	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$4,572.42) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Costs of suit and Title Search	\$900.00
	<hr/>
Title/Appraisal Fee	\$98,781.60
	<hr/>
	+\$225.00
	<hr/>
	\$99,006.60

- 7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants 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 "B". The Defendants 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 Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$99,006.60, together with interest at the rate of \$25.04, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

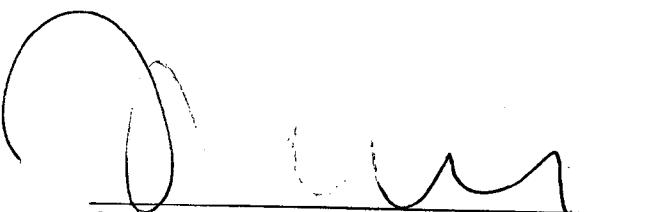
By: _____


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

VERIFICATION

I, Melissa Viveros, 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: 2-2-05


CITIFINANCIAL SERVICES INC.

Melissa Viveros, Secretary

Exhibit A

Deed

VOL 1751 PAGE 480

MADE this ¹⁶ day of *April*, 1996, between BERTHA
V. JOHNSTON, widow, of R.D.#1 Box 174, Houtzdale, Pennsylvania
(hereinafter called "Grantors")

AND

ARNOLD D. COVEY, JR. and DORIS A. COVEY, his wife, of 306 Second
Street, Osceola Mills, Pennsylvania (hereinafter called "Grantees")
WITNESSETH, that in consideration of Nine Thousand Five Hundred-----

-----(\$9,500.00)----- Dollars, in
hand paid, the receipt whereof is hereby acknowledged, Grantor does
hereby grant and convey to Grantees:

All that certain piece or parcel of land situate, lying and being
in the Borough of Osceola Mills, Clearfield County, Pennsylvania,
bounded and described as follows:

BEGINNING at a point on the Westerly side of Third
Avenue; thence in a Westerly direction along Second
Avenue North Sixty (60°) degrees thirty (30) minutes West
a distance of fifty (50') feet to a point on other lands
of Harold K. Fetters and ninety (90) feet distant from
Elizabeth Street; thence along the line parallel with the
Easterly side of Elizabeth Street and ninety (90') feet
distant therefrom North twenty-nine (29°) degrees thirty
(30) minutes East two hundred (200') feet to a point;
thence along a line parallel with Second Avenue South
sixty (60°) degrees thirty (30) minutes East fifty (50')
feet to a point on the Westerly side of Third Avenue;
thence along the same South twenty-nine (29°) degrees
thirty (30) minutes West a distance of two hundred (200')
feet to a point and place of beginning.

BEING the same premises which James M. Rice and Judith M.
Rice, husband and wife, conveyed to Bertha V. Johnston
by deed dated May 28, 1985 and recorded in Clearfield
County in Deed and Record Book 1015 at page 525.

Having situate thereon a 1979 Zimmer Mobile Home with VIN
ZZP17780

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: December 29, 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 6482 5393

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5409

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5942

SENDERS RECORD

Certified Article Number

7160 3901 9848 6482 5386

SENDERS RECORD

Date: December 29, 2001

Homeowners Name: **DORIS A. COVEY and ARNOLD D. COVEY**

Property Address: **306 Second Avenue, Osceola Mills, PA 16666**

Loan Account No.: **2000510232332**

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: 306 Second Avenue, Osceola Mills, PA 16666 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 09/06/2004 thru 12/29/2004
(4 mos. at \$749.28/month) \$2,997.12
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,997.12

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,997.12**, 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.
Attn: Payment Processing
6010 Fairview Road, Suite 105
Charlotte, NC 28210

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL SERVICES INC.

Address: Attn: Payment Processing
6010 Fairview Road, Suite 105
Charlotte, NC 28210

Phone Number: 877-675-3656

Fax Number:

Contact Person: Loss Mitigation Dept.

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 Dept.
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

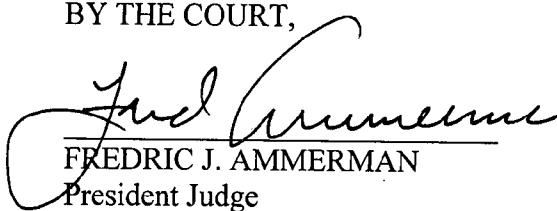
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIFINANCIAL SERVICES, INC., *
Plaintiff *
vs. * NO. 05-163-CD
DORIS A. COVEY and ARNOLD D. COVEY, *
Defendants *

O R D E R

NOW, this 1st day of April, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendants, Doris A. Covey and Arnold D. Covey, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 306 Second Ave., Osceola Mills, PA 16666.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 3cc
04-00-05 Atty
APR 01 2005 Martha
GK

William A. Shaw
Prothonotary/Clerk of Courts

CR

GOLDBECK McCAFFERTY & McKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
BY: Kristina G. Murtha, Esq.
Attorney I.D.#61858
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

vs.

DORIS A. COVEY and ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

05-163-CD

ORDER

AND NOW, this day of 2005, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendants has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendants by posting a copy of the Complaint upon the premises 306 Second Avenue, Osceola Mills, PA, 16666, and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendants' last known address at 306 Second Avenue, Osceola Mills, PA, 16666, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendants' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to Defendants' last known address by certified and regular mail and by posting the premises.

BY THE COURT:

J.

FILED

(RE)
MAR 31 2005

W/12:05/aw
William A. Shaw
Prothonotary
ws C/C

GOLDBECK McCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
BY: Kristina G. Murtha, Esq.
Attorney I.D.#61858
Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

vs.

DORIS A. COVEY and ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 05-163-CD

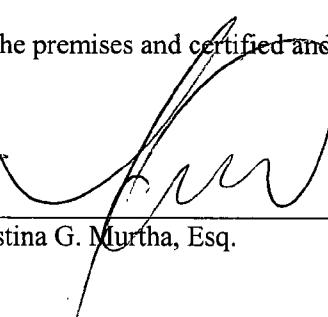
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

Plaintiff, by and through its attorney, Kristina G. Murtha, Esq., in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises 306 Second Avenue, Osceola Mills, PA, 16666, hereinafter, the "mortgaged premises".
2. Defendants, DORIS A. COVEY and ARNOLD D. COVEY, are the mortgagors and real owners of the mortgaged premises.
3. The last known address of Defendants is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Complaint upon Defendants at their last known address because the Defendants moved and left no forwarding address.
5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendants.

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

BY: 
Kristina G. Murtha, Esq.

UNIVERSAL
DEFAULT SERVICES

Affidavit of Good Faith Investigation

Client provided information:

File Number: CIMD-0527

Attorney Firm: Goldbeck, McCafferty & McKeever

File Name: Covey

Subject Name: Arnold D. Covey

Property Address:

Street: 306 Second Avenue

City: Osceola Mills State: PA Zip: 16666

Skip Results: Date of Birth: 06/05/1942 Universal File Number: 21811

Last Known Dates: As of 03/17/2005

Street: 306 Second Avenue Phone:

City: Osceola Mills State: PA Zip: 16666

Death Records: As of 03/17/2005, the Social Security Administration has no death record on file for Arnold D. Covey.

Social Security Number search completed.

Employment Search: Unable to verify current employer.

Creditor Information:

Creditors indicated the last reported address for Arnold D. Covey as 306 Second Avenue, Osceola Mills, PA 16666

Department of Motor Vehicle Records:

The Pennsylvania Department of Motor Vehicles provided no change for Arnold D. Covey from 306 Second Avenue, Osceola Mills, PA 16666

Public Licenses (Pilot, Real Estate, etc): Search performed provided no information.

Voter Registration Information:

The County Voters Registration Office has no listing for Arnold D. Covey.

National Postal Address Search: Has no change for Arnold D. Covey from 306 Second Avenue, Osceola Mills, PA 16666

Comments:

814-339-7066: Spoke with former neighbor, Ray Bainey, stated the defendant has moved, house is vacant. Does not know where defendant is currently living.

824-339-6736: Called possible neighbor, Kenneth Vancas, there was no answer.

814-339-6387: Called possible relative, Tom Covey, number has been disconnected.

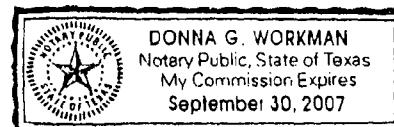
On 03/17/2005, I, Patti Garrett being duly sworn according to the law, deposes and says: I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above-named subject. Above are the results of my investigation.

Subscribed and sworn to before me,

Affiant Name: Patti Garrett

Notary Public

Date: 03/17/2005



UNIVERSAL
DEFAULT SERVICES

Affidavit of Good Faith Investigation

Client provided information:

File Number: CIMD-0527
Attorney Firm: Goldbeck, McCafferty & McKeever
File Name: Covey

Subject Name: Doris A. Covey
Property Address:
Street: 306 Second Avenue
City: Osceola Mills State: PA Zip: 16666

Skip Results: Date of Birth: None Found Universal File Number: 21811

Last Known Dates: As of 03/17/2005
Street: 306 Second Avenue Phone:
City: Osceola Mills State: PA Zip: 16666

Death Records: As of 03/17/2005, the Social Security Administration has no death record on file for Doris A. Covey.

Social Security Number search completed.

Employment Search: Unable to verify current employer.

Creditor Information:

Creditors indicated the last reported address for Doris A. Covey as 306 Second Avenue, Osceola Mills, PA 16666

Department of Motor Vehicle Records:

The Pennsylvania Department of Motor Vehicles provided no change for Doris A. Covey from 306 Second Avenue, Osceola Mills, PA 16666

Public Licenses (Pilot, Real Estate, etc): Search performed provided no information.

Voter Registration Information:

The County Voters Registration Office has no listing for Doris A. Covey.

National Postal Address Search: Has no change for Doris A. Covey from 306 Second Avenue, Osceola Mills, PA 16666

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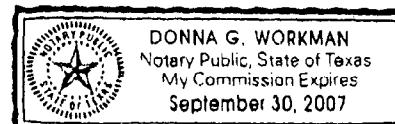
On 03/17/2005, I, Patti Garrett being duly sworn according to the law, deposes and says: I am employed by Universal Default Service. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.

Subscribed and sworn to before me,

Affiant Name: Patti Garrett

Notary Public

Date: 03/17/2005



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100204**

CITIFINANCIAL SERVICES INC.

Case # 05-163-CD

vs.

DORIS A. COVEY and ARNOLD D. COVEY

COPY

SHERIFF RETURNS

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DORIS A. COVEY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100204**

CITIFINANCIAL SERVICES INC.

Case # 05-163-CD

vs.

DORIS A. COVEY and ARNOLD D. COVEY

SHERIFF RETURNS

NOW March 04, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ARNOLD D. COVEY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

SERVED BY: /

GOLDBECK McCAFFERTY & McKEEVER

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

vs.

DORIS A. COVEY and ARNOLD D. COVEY

306 Second Avenue

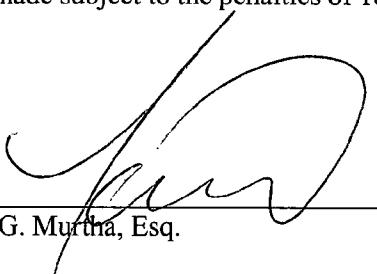
Osceola Mills, PA 16666

No. 05-163-CD

VERIFICATION

I, Kristina G. Murtha, Esq., Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

BY: Kristina G. Murtha, Esq.



GOLDBECK McCAFFERTY & McKEEVER

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: Kristina G. Murtha, Esq.

Attorney I.D.#61858

Attorney for Plaintiff

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

IN THE COURT OF COMMON PLEAS
Of Clearfield County

vs.

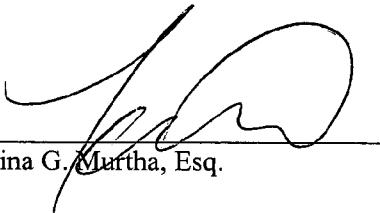
DORIS A. COVEY
ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

No. 05-163-CD

CERTIFICATE OF SERVICE

Kristina G. Murtha, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendants this 21st day of March 2005, by first class mail, postage prepaid.

BY: Kristina G. Murtha, Esq.



GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

Plaintiff

vs.

DORIS A. COVEY

ARNOLD D. COVEY

306 Second Avenue

Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 05-163-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



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

FILED Atty pd. 7.00

APR 06 2005

2 Reinstated to Shff

William A. Shaw
Prothonotary/Clerk of Courts

5 Reinstated to Atty

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

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

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff
vs.

DORIS A. COVEY
ARNOLD D. COVEY
Mortgagor(s) and Record Owner(s)
306 Second Avenue
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-163-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

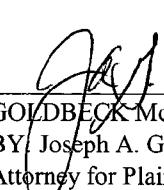
\$101,460.52

Interest from
08/06/2004 to
06/06/2005 at
9.9960%

(Costs to be added)

132.00

Prothonotary costs


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

FILED Atty PD. 20.00
M 10:54 AM JUN 10 2005 100 Caldwells
w/prop desc.
(Signature)

William A. Shaw
Prothonotary/Clerk of Courts
(Signature)

Term
No. 05-163-CD
IN THE COURT OF COMMON PLEAS

CITIFINANCIAL SERVICES INC.

vs.

DORIS A. COVEY and
ARNOLD D. COVEY
(Mortgagor(s) and Record Owner(s))
306 Second Avenue
Osceola Mills, PA 16666

PRAECEIPE FOR WRIT OF EXECUTION
(*Mortgage Foreclosure*)

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

Göldbeck 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.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff
vs.

DORIS A. COVEY
ARNOLD D. COVEY
(Mortgagor(s) and Record Owner(s))
306 Second Avenue
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 05-163-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:

306 Second Avenue
Osceola Mills, PA 16666

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

DORIS A. COVEY
306 Second Avenue
Osceola Mills, PA 16666

ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

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

DORIS A. COVEY
306 Second Avenue
Osceola Mills, PA 16666

ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

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

FORD MOTOR CREDIT COMPANY
1335 S. CLEARVIEW AVENUE
MESA, AZ 85208

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:

ASSOCIATES CONSUMER DISCOUNT COMPANY
269 NORTHLAND CENTER
STATE COLLEGE, PA

BENEFICIAL CONSUMER DISCOUNT CO., D/B/A BENEFICIAL MORTGAGE CO. OF PA
1067 PENNSYLVANIA AVENUE
TYRONE, PA 16686

BENEFICIAL CONSUMER DISCOUNT CO.
961 WEIGEL DRIVE
ELMHURST, IL 60126

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

CITIFINANCIAL MORTGAGE CO., INC.
1111 NORTHPONT 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:

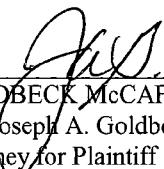
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
306 Second Avenue
Osceola Mills, PA 16666

(attach separate sheet if more space is needed)

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

DATED: June 6, 2005


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

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

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

In the Court of Common Pleas of
Clearfield County

vs.

DORIS A. COVEY
ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

No. 05-163-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: 306 Second Avenue Osceola Mills, PA 16666

See Exhibit "A" attached

AMOUNT DUE	\$101,460.52
Interest From 08/06/2004 Through 06/06/2005	
(Costs to be added)	

Prothonotary costs 13200

Dated: 6/10/05

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 05-163-CD

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

DORIS A. COVEY and
ARNOLD D. COVEY
Mortagor(s)
306 Second Avenue Osceola Mills, PA 16666

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$101,460.52
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 132.40
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

All that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Westerly side of Third Avenue: thence in a Westerly direction along Second Avenue North Sixty (60°) degrees thirty (30) minutes West a distance of fifty (50') feet to a point on other lands a distance of fifty (50') feet to a point on other lands of Harold K. Fetters and ninety (90) feet distant from Elizabeth Street; thence along the line parallel with the Easterly side of Elizabeth Street and ninety (90') feet distant therefrom North twenty-nine (29°) degrees thirty (30) minutes East two hundred (200') feet to a point; thence along a line parallel with Second Avenue South sixty (60°) degrees thirty (30) minutes East fifty (50') feet to a point on the Westerly side of Third Avenue; thence along the same South twenty-nine (29°) degree thirty (30) minutes West a distance of two hundred (200') feet to a point and place of beginning.

BEING THE SAME PREMISES which Bertha V. Johnston, widow, by Deed dated 4/16/96 and recorded 4/19/96 in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 1751 at Page 480, granted and conveyed unto Arnold D. Covey and Doris A. Covey, husband and wife.

TAX PARCEL #: 016-O13-377-005.1

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

vs.

DORIS A. COVEY and ARNOLD D. COVEY

Mortgagor(s)

306 Second Avenue

Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON

PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

**ACTION OF MORTGAGE
FORECLOSURE**

Term

No. 05-163-CD

CERTIFICATE OF SERVICE

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on

April 11th, 2005

he did serve upon Defendant(s) DORIS A. COVEY and ARNOLD D. COVEY a true and correct copy of the above-captioned Complaint by certified and regular mail in accordance with the Court Order dated APRIL 1, 2005 . The undersigned understands that the statements herein and subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,



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

FILED *6/11/43801* **NO CC**
APR 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100381
NO: 05-163-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE

FORECLOSURE&ORDER (2 COPIES)

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

vs.

DEFENDANT: DORIS A. COVEY and ARNOLD D. COVEY

SHERIFF RETURN

NOW, April 22, 2005 AT 11:18 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE&ORDER (2 COPIES) AT 306 SECOND AVE., OSCEOLA MILLS, CLEARFIELD COUNTY,
PENNSYLVANIA.

SERVED BY: NEVLING /

FILED
0/3:26 AM
APR 29 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100381
NO: 05-163-CD
SERVICES 2
COMPLAINT IN MORTGAGE

FORECLOSURE&ORDER (2 COPIES)

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: DORIS A. COVEY and ARNOLD D. COVEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	223955	20.00
SHERIFF HAWKINS	GOLDBECK	223955	31.20

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

In the Court of Common Pleas of Clearfield County

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff
vs.

DORIS A. COVEY
ARNOLD D. COVEY
(Mortgagor(s) and Record Owner(s))
306 Second Avenue
Osceola Mills, PA 16666

Defendant(s)

No. 05-163-CD

60P
m/10:54 AM 4000
JUN 10 2005
William A. Shaw
Prothonotary/Clerk of Courts

Notice
to
Def's.

Statement to
Atty

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 DORIS A. COVEY and ARNOLD D. COVEY by default for want of an Answer.

Assess damages as follows:

Debt \$101,460.52

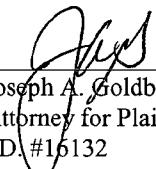
Interest - 08/06/2004 to 06/06/2005

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 June 10, 2005, Judgment is entered in favor of
CITIFINANCIAL SERVICES INC. and against DORIS A. COVEY and ARNOLD D. COVEY by default for want of an
Answer and damages assessed in the sum of \$101,460.52 as per the above certification.


Prothonotary

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

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff
vs.

DORIS A. COVEY
ARNOLD D. COVEY
(**Mortgagor(s) and Record owner(s)**)
306 Second Avenue
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

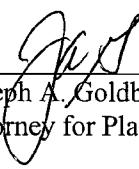
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

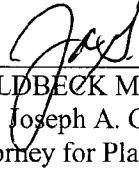
No. 05-163-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL SERVICES INC., and against DORIS A. COVEY and ARNOLD D. COVEY 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 \$101,460.52.


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. 14415 South 50th Street Suite 100 Phoenix, AZ 85044 and that the name(s) and last known address(es) of the Defendant(s) is/are DORIS A. COVEY, 306 Second Avenue Osceola Mills, PA 16666 and ARNOLD D. COVEY, 306 Second Avenue Osceola Mills, PA 16666;


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

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$91,448.33
Interest from 08/06/2004 through 06/06/2005	\$7,637.19
Reasonable Attorney's Fees	\$1,250.00
Costs of Suit and Title Search	\$900.00
Title/Appraisal Fee	\$225.00 (\$0.00)
	<hr/> \$101,460.52

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

AND NOW, this 10th day of June, 2005 damages are assessed as above.

Willie Prothy

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, DORIS A. COVEY, is about unknown years of age, that Defendant's last known residence is 306 Second Avenue, Osceola Mills, PA 16666, 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: 6/6/05

Jay.

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, ARNOLD D. COVEY, is about unknown years of age, that Defendant's last known residence is 306 Second Avenue, Osceola Mills, PA 16666, 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: 6/16/05



“ 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: May 24, 2005

TO:

DORIS A. COVEY
306 Second Avenue
Osceola Mills, PA 16666

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

vs.
DORIS A. COVEY
ARNOLD D. COVEY
(Mortgagor(s) and Record Owner(s))
306 Second Avenue
Osceola Mills, PA 16666

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 05-163-CD

Defendant(s)

TO: **DORIS A. COVEY**
306 Second Avenue
Osceola Mills, PA 16666

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

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: May 24, 2005

TO:

ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

vs.

DORIS A. COVEY
ARNOLD D. COVEY
(Mortgagor(s) and Record Owner(s))
306 Second Avenue
Osceola Mills, PA 16666

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 05-163-CD

Defendant(s)

TO: **ARNOLD D. COVEY**
306 Second Avenue
Osceola Mills, PA 16666

IMPORTANT NOTICE

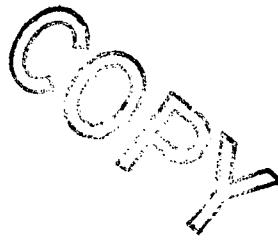
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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

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



CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

No. 05-163-CD

vs.

DORIS A. COVEY
ARNOLD D. COVEY
(Mortgagors and Record Owner(s))
306 Second Avenue
Osceola Mills, PA 16666

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: 10/10/05

Deputy

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

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

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

COPY

Citifinancial Services, Inc.
Plaintiff(s)

No.: 2005-00163-CD

Real Debt: \$101,460.52

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Doris A. Covey
Arnold D. Covey
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 10, 2005

Expires: June 10, 2010

Certified from the record this 10th day of June, 2005.

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

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

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff
vs.

DORIS A. COVEY
ARNOLD D. COVEY
Mortgagor(s) and
Record Owner(s)

306 Second Avenue
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 05-163-CD

FILED NO CC
M 11:33 AM
OCT 03 2005
UN
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. *Repcindyc@S.D.1 Property*
 Premises was posted by Sheriff's Office/competent adult (copy of return attached). *Posted on 8/29/05*
 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). *for Both Defendants.*

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

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

Respectfully submitted,

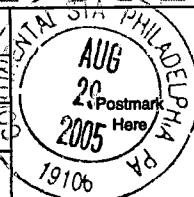
Joseph A. Goldbeck, Jr.
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

<input type="checkbox"/> 2229	Postage	\$	
<input type="checkbox"/> 0849	Certified Fee	Yes	
<input type="checkbox"/> 0002	Return Receipt Fee (Endorsement Required)	Yes	
<input type="checkbox"/> 0390	Restricted Delivery Fee (Endorsement Required)		
<input type="checkbox"/> 0395	Total Postage & Fees	4.88	
		\$	CIMD-0527 11/4



Sent To
COVEY, DORIS A.
Street, Apt. No.; 306 Second Avenue
or PO Box No. Osceola Mills, PA 16666
City, State, ZIP+4

PS Form 1100, June 2002

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

7005	0390	0002	0849	2212	1.00	
					Postage	\$
					Certified Fee	Yes
					Return Receipt Fee (Endorsement Required)	Yes
					Restricted Delivery Fee (Endorsement Required)	
					Total Postage & Fees	5.11



CIMD 0527 11/4

7005	Sent To COVEY, ARNOLD D. Street, Apt. No.; 306 Second Avenue or PO Box No. City, State, ZIP+4 Osceola Mills, PA 16666
------	---

PS Form 2800, June 2002 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

PS Form 3800, June 2002 (Reverse)

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

Name and Address of Sender

GOLDBECK
SUITE 5000
701 MARKET STREET
PHILADELPHIA, PA
19106-1532

Check type of mail or service:

Certified Recorded Delivery (International)
 COD Registered
 Delivery Confirmation Return Receipt for Merchandise
 Express Mail Signature Confirmation
 Insured

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional copies
of this bill)



Date of Receipt

10 AUG 29 2005

19106

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.	FORD MOTOR CREDIT COMPANY 1335 S. CLEARVIEW AVENUE MESA, AZ 85208	CITI FINANCIAL MORTGAGE CO., INC.	1111 NORTHPONT DRIVE BUILDING 4 SUITE 100 COPPELL, TX 75019-3931									
2.	PA-DEPARTMENT-OF-PUBLIC-WELFARE- Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675	TENANTS/OCCUPANTS 306 Second Avenue Osceola Mills, PA 16666										
3.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830	COVEY, ARNOLD D.	306 Second Avenue Osceola Mills, PA 16666									
4.	ASSOCIATES CONSUMER DISCOUNT COMPANY 269 NORTHLAND CENTER STATE COLLEGE, PA	COVEY, ARNOLD D.	306 Second Avenue Osceola Mills, PA 16666									
5.	BENEFICIAL CONSUMER DISCOUNT CO. D/B/A BENEFICIAL MORTGAGE CO. OF PA 1067 PENNSYLVANIA AVENUE TYRONE, PA 16686	COVEY, ARNOLD D.	306 Second Avenue Osceola Mills, PA 16666									
6.	BENEFICIAL CONSUMER DISCOUNT CO. 961 WEIGEL DRIVE ELMHURST, IL 60126	COVEY, DORIS A.	306 Second Avenue Osceola Mills, PA 16666									
7.	ASSOCIATES FINANCIAL 1111 NORTHPOINT DRIVE BUILDING 4 SUITE 100 COPPELL, TX 75019-3931											
8.												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee) <i>Doris A. Covey</i>	See Privacy Act Statement on Reverse									

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

CIMD-0527

DORIS A. COVEY & ARNOLD D. COVEY

Complete by Typewriter, Ink, or Ball Point Pen

Clearfield

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

CITIFINANCIAL SERVICES, INC., *
Plaintiff *
vs. * NO. 05-163-CD
DORIS A. COVEY and ARNOLD D. COVEY, *
Defendants *

O R D E R

NOW, this 15th day of April, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendants, Doris A. Covey and Arnold D. Covey, by publication one time in the Clearfield Progress and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendant's last known address and the mortgaged premises known in this herein action as 306 Second Ave., Osceola Mills, PA 16666.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

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

APR 01 2005

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

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.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

Plaintiff

vs.

DORIS A. COVEY
ARNOLD D. COVEY
Mortgagor(s) and Record Owner(s)

306 Second Avenue
Osceola Mills, PA 16666

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 05-163-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:

306 Second Avenue
Osceola Mills, PA 16666

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

DORIS A. COVEY
306 Second Avenue
Osceola Mills, PA 16666

ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

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

DORIS A. COVEY
306 Second Avenue
Osceola Mills, PA 16666

ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

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

FORD MOTOR CREDIT COMPANY
1335 S. CLEARVIEW AVENUE
MESA, AZ 85208

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:

ASSOCIATES CONSUMER DISCOUNT COMPANY
269 NORTHLAND CENTER
STATE COLLEGE, PA

BENEFICIAL CONSUMER DISCOUNT CO., D/B/A BENEFICIAL MORTGAGE CO. OF PA
1067 PENNSYLVANIA AVENUE
TYRONE, PA 16686

BENEFICIAL CONSUMER DISCOUNT CO.
961 WEIGEL DRIVE
ELMHURST, IL 60126

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

CITIFINANCIAL MORTGAGE CO., INC.
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.

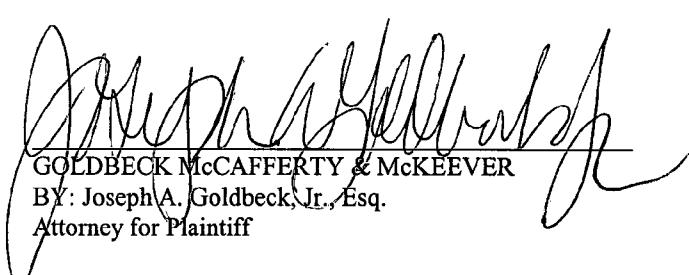
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
306 Second Avenue
Osceola Mills, PA 16666

(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: September 23, 2005


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20180
NO: 05-163-CD

PLAINTIFF: CITIFINANCIAL SERVICES INC.
vs.
DEFENDANT: DORIS A. COVEY AND ARNOLD D. COVEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/10/2005

LEVY TAKEN 08/25/2005 @ 9:42 AM

POSTED 08/25/2005 @ 9:42 AM

SALE HELD 11/04/2005

SOLD TO CITIFINANCIAL MORTGAGE CO. INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/10/2006

DATE DEED FILED 01/10/2006

PROPERTY ADDRESS 306 SECOND AVENUE OSCEOLA MILLS , PA 16666

SERVICES

@ SERVED DORIS A. COVEY

SERVED DORIS A. COVEY BY REG. AND CERT. MAIL PER COURT ORDER TO 306 SECOND AVE., OSCEOLA MILLS, PA 16666 BOTH REG. AND CERT MAIL RETURNED UNCLAIMED MOVED NO FORWARDING ADD TO SHERIFF OFFICE ON 9/1/05 CERT#70033110000193801135

@ SERVED ARNOLD D. COVEY

SERVED ARNOLD S. COVEY BY REG & CERT MAIL PER COURT ORDER TO 306 SECOND AVE. OSCEOLA MILLS, PA 16666 BOTH REG & CERT MAIL RETURNED UNCLAIMED MOVED NO FORWARDING ADD. TO SHERIFF OFFICE 9/1/05 CERT#70033110000193801159

FILED

JAN 10 2006 5.00
01/12/06
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20180
NO: 05-163-CD

PLAINTIFF: CITIFINANCIAL SERVICES INC.

VS

DEFENDANT: DORIS A. COVEY AND ARNOld D. COVEY

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$226.64

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
Dix Comptree Butter dependency
Chester A. Hawkins
Sheriff

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

CITIFINANCIAL SERVICES INC.
14415 South 50th Street
Suite 100
Phoenix, AZ 85044

In the Court of Common Pleas of
Clearfield County

vs.

DORIS A. COVEY
ARNOLD D. COVEY
306 Second Avenue
Osceola Mills, PA 16666

No. 05-163-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: 306 Second Avenue Osceola Mills, PA 16666

See Exhibit "A" attached

AMOUNT DUE \$101,460.52

Interest From 08/06/2004
Through 06/06/2005

(Costs to be added)

Prothonotary costs 132.00

Dated: 10/10/05

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

~~Deputy~~ _____

Received June 10, 2005 @ 12:30 P.M.

Chesler A. Haufkine

by Cynthia Better-Aughenbaugh

All that certain piece or parcel of land situate, lying and being in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Westerly side of Third Avenue: thence in a Westerly direction along Second Avenue North Sixty (60°) degrees thirty (30) minutes West a distance of fifty (50') feet to a point on other lands a distance of fifty (50') feet to a point on other lands of Harold K. Fetters and ninety (90) feet distant from Elizabeth Street; thence along the line parallel with the Easterly side of Elizabeth Street and ninety (90') feet distant therefrom North twenty-nine (29°) degrees thirty (30) minutes East two hundred (200') feet to a point; thence along a line parallel with Second Avenue South sixty (60°) degrees thirty (30) minutes East fifty (50') feet to a point on the Westerly side of Third Avenue; thence along the same South twenty-nine (29°) degree thirty (30) minutes West a distance of two hundred (200') feet to a point and place of beginning.

BEING THE SAME PREMISES which Bertha V. Johnston, widow, by Deed dated 4/16/96 and recorded 4/19/96 in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 1751 at Page 480, granted and conveyed unto Arnold D. Covey and Doris A. Covey, husband and wife.

TAX PARCEL #: 016-O13-377-005.1

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DORIS A. COVEY

NO. 05-163-CD

NOW, January 10, 2006, 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 November 04, 2005, I exposed the within described real estate of Doris A. Covey And Arnold D. Covey to public venue or outcry at which time and place I sold the same to CITIFINANCIAL MORTGAGE CO. INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	15.00
MILEAGE	16.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	14.94
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	4.50
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$226.64

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	101,460.52
INTEREST @ 27.7900 %	12,644.45
FROM 08/06/2004 TO 11/04/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$114,144.97
--------------------------------	---------------------

COSTS:

ADVERTISING	372.10
TAXES - COLLECTOR	791.33
TAXES - TAX CLAIM	2,709.38
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	226.64
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$4,567.45

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

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

CITIFINANCIAL SERVICES, INC.,
Plaintiff

* * *

NO. 05-163-CD

DORIS A. COVEY and ARNOLD D. COVEY,
Defendants

ORDER

NOW, this 1st day of April, 2005, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure and the Notice of Sheriff's Sale upon the Defendants,
Doris A. Covey and Arnold D. Covey, by publication one time in the Clearfield Progress and
the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt
requested, and by posting at the Defendant's last known address and the mortgaged premises
known in this herein action at 306 Second Ave., Osceola Mills, PA 16666.

action at 306 Second Ave., Osceola Mills,
ATTORNEY
COPY

BY THE COURT.

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

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

APR 01 2005

Attest,

William L. Shaw
Prothonotary/
Clerk of Courts



CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Rec
9/1/05

7003 3110 0001 9380 1159



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.40	0830 07 Postmark Here
Certified Fee	\$2.30	
Return Receipt Fee (Segment Required)	\$1.75	
Certified Delivery Fee (Segment Required)	\$0.00	
Postage & Fees	\$ 4.65	08/26/2005

Apt. No. ARNOLD D'COVEY
Box No. 306 SECOND STREET
Date, ZIP/PA 16666

3800, June 2002

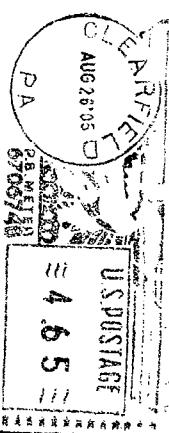
See Reverse for Instructions

ARNOLD D. COVEY
306 SECOND STREET
OSCEOLA MILLS, PA 16666

A
 C
 S
INSUFFICIENT ADDRESS
ATTEMPTED NOT KNOWN
NO SUCH NUMBER/STREET
NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

1st NOTICE *PA/C/N*
2nd NOTICE *PA/C/N*
RETURNED *X*

RTS
RETURN TO SENDER



CERTIFIED MAILPLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS LINE**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

ARNOLD D COVEY
306 SECOND STREET
OSCEOLA MILLS PA 16666

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X****B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?**

If YES, enter delivery address below:

 Yes No**3. Service Type**

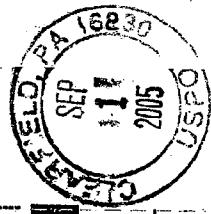
- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**Turn Receipt**

1059542-M-150

Article Number

1110 0001 9380 1159





CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

loc
9/11/05

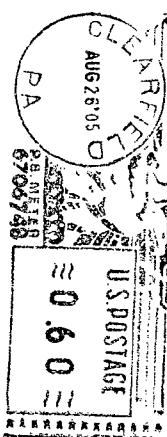
ARNOLD D. COVEY
306 SECOND STREET
OSCEOLA MILLS, PA 16656

COVEY 306

RETURN TO SENDER 03 08/29/05

COVEY
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

1666641404-66 2001



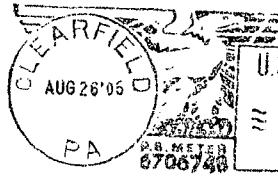


CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 1135

Rec
9/1/05



DORIS A. COVEY
306 SECOND STREET
OSCEOLA MILLS, PA 16666

A INSUFFICIENT ADDRESS
 C ATTEMPTED NOT KNOWN
 S NO SUCH NUMBER/STREET
 S NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

1st NOTICE
2nd NOTICE

OTHER



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
RECEIVED MAIL USE	
Postage	\$ 40.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 44.65
08/26/2005	08/30/2005
Postmark	Postmark
Here	Here
Send To	
DORIS A. COVEY 306 SECOND STREET OSCEOLA MILLS, PA 16666	
See Reverse for Instructions	

SETT 0866 T000 DTTE E002

PS Form 3800, June 2002

CERTIFIED MAILMAIL QUADRANGLE ASSOCIATION
OFFICE OF THE PRESIDENT OF THE UNITED STATES**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

DORIS A. COONEY
306 SECOND STREET
OSCEOLA MILLS, WI 54666

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input type="checkbox"/> Agent
X	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If YES, enter delivery address below:

3. Service Type

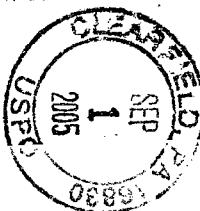
- Certified Mail
- Express Mail
- Return Receipt for Merchandise
- Registered
- C.O.D.
- Insured Mail

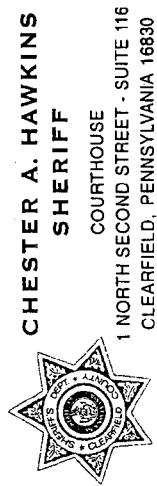
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 003 3110 0001 9380 1135

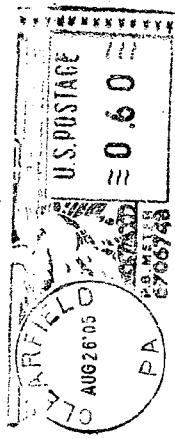
Domestic Return Receipt

102595-02-M-1540





CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16630



DORIS A. COVEY
306 SECOND STREET
OSCEOLA MILLS PA 16666

COVEY 306 RETURN TO SENDER 03 08/29/05
COVEY MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

16666+1404-06 0001

Loc
9/105