

05-652-CD

Citi Mort. vs. G. Hockenberry, et al

Citifinancial Mortg v. George Hockenberry
2005-652-CD

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL MORTGAGE COMPANY, INC.
1111 NORTHPOINT DRIVE
BUILDING 4, SUITE 100
COPPELL, TX 75019

Plaintiff

v.

GEORGE W. HOCKENBERRY JR.
TRACIE A. STRAKA
201 MICHLIN STREET
CURWENSVILLE, PA 16833

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO. 05-652-CD
CLEARFIELD COUNTY

FILED *Atty pd.*
Red 13:40 AM *85.00*
MAY 09 2005 2CC Shff

Red William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN 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 this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

CITIFINANCIAL MORTGAGE COMPANY, INC.
1111 NORTHPOINT DRIVE
BUILDING 4, SUITE 100
COPPELL, TX 75019

2. The name(s) and last known address(es) of the Defendant(s) are:

GEORGE W. HOCKENBERRY JR.
TRACIE A. STRAKA
201 MICHLIN STREET
CURWENSVILLE, PA 16833

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 01/08/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200300365. By Assignment of Mortgage recorded 05/12/03 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200307823.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/09/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$117,284.73
Interest	4,610.20
11/09/2004 through 05/05/2005	
(Per Diem \$25.90)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
01/08/2003 to 05/05/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 123,694.93
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 123,694.93

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 123,694.93, together with interest from 05/05/2005 at the rate of \$25.90 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:

Francis S. Hallinan
 /s/Francis S. Hallinan
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield, State of Pennsylvania, being more particularly bounded and described as follows:

ALL that area of land designated as Lot No. B-12 and one-half Lot No. B-13 in the plan of lots known as Jo-Lin Acres, bounded and described as follows: BEGINNING at an iron rod at the intersection of the right-of-way of Michlin Street and the right-of-way of Second Street, both said streets having a 50 foot roadway, and being the northwestern corner of the land herein described; thence by the right-of-way of Michlin Street North forty-five (45°) degrees, fourteen (14') minutes East one hundred twenty-five (125.00) feet to an iron

rod; thence along the Eastern portion of Lot B-13 South forty-four (44°) degrees forty-six (46') minutes East a distance of one hundred thirty-five (135') feet to an iron rod; thence along Lots B-30 and B-29 South forty-five (45°) degrees fourteen (14') minutes West a distance of one hundred twenty-five (125.00) feet to a right-of-way of Second Street; thence along the right-of-way of Second Street North forty-four (44°) degrees forty-six (46') minutes West a distance of one hundred thirty-five (135') feet to an iron rod and the place of beginning. CONTAINING 16,875.0 square feet or 0.38740 acre by calculation.

This conveyance is made UNDER and SUBJECT to Declaration of Protective Covenants filed in the Office of the Register and Recorder for Clearfield County in Deed and Record Book 1475, page 362.

ALSO UNDER and SUBJECT to Supplemental Declaration of Protective Covenants dated September 21, 1992, and filed in the Office of the Register and Recorder for Clearfield County in Deed and Record Book 1485, page 473.

EXCEPTING AND RESERVING an easement for the construction and maintenance of utility lines including but not limited to water, sewer, telephone, electric, gas, and cable TV which easement shall be five (5) feet in width from the front of the demised premises, five (5) feet in width from each side of the demised premises and ten (10) feet in width from the rear of the demised premises. Said easement shall run with the land and be binding upon the parties hereto, their heirs, executors, successors and assigns.

AND BEING a portion of the same premises which became vested in Kenneth C. Lazzar, one of the Grantors herein, by Deed of Robert C. Lindgren and Joann L. Lindgren, dated September 18, 1992, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed and Record Book 1486, page 169.

PREMISES: 201 MICHLIN STREET

VERIFICATION

TERESA SKINNER hereby states that he/she is SECRETARY of CITIFINANCIAL
mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this
Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure
are true and correct to the best of his/her knowledge, information and belief. The undersigned
understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to
unsworn falsification to authorities.

Teresa Skinner

DATE: 8/3/5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100465
NO: 05-652-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL MORTGAGE COMPANY, INC.

vs.

DEFENDANT: GEROGE W. HOCKENBERRY JR. AND TRACIE A. STRAKA

SHERIFF RETURN

NOW, May 16, 2005 AT 2:58 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE W. HOCKENBERRY JR. DEFENDANT AT 201 MICHLIN ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACIE STRAKA HOCKENBERRY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/15/2005
MAY 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100465
NO: 05-652-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL MORTGAGE COMPANY, INC.

VS.

DEFENDANT: GEROGE W. HOCKENBERRY JR. AND TRACIE A. STRAKA

SHERIFF RETURN

NOW, May 16, 2005 AT 2:58 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACIE A. STRAKA DEFENDANT AT 201 MICHLIN ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACE STRAKA HOCENBERRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100465
NO: 05-652-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL MORTGAGE COMPANY, INC.

vs.

DEFENDANT: GEROGE W. HOCKENBERRY JR. AND TRACIE A. STRAKA

SHERIFF RETURN

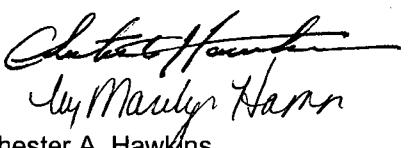
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	425857	20.00
SHERIFF HAWKINS	PHELAN	425897	33.72

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


My Mawlyn Hawn

Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP

Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id No. 62205
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

CitiFinancial Mortgage Company, Inc.

Plaintiff

vs.

**Court of Common Pleas
Clearfield County
No. 05-652-CD**

**George W. Hockenberry Jr.
Tracie A. Straka**

Defendant(s)

PRAECIPE

FILED ^{10/27/05} NOCC
m 10:27 AM Cert. of
JUL 26 2005 Disc. to
William A. Shaw
Prothonotary/Clerk of Courts
Amy
COPY to CJA

TO THE PROTHONOTARY:

Please mark the above referenced case Discontinued and Ended without prejudice.

Please mark the above referenced case Settled, Discontinued and Ended.

Please mark Judgments satisfied and the Action settled, discontinued and ended.

Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date

7/22/05

By:

Lawrence T. Phelan, Esq.
Francis S. Hallinan, Esq.
Daniel G. Schmieg, Esq.
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Citifinancial Mortgage Company, Inc.

Vs.

No. 2005-00652-CD

**George W. Hockenberry Jr.
Tracie A. Straka**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 26, 2005, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of July A.D. 2005.

William A. Shaw, Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
Lawrence T. Phelan, Esquire I.D. No. 32227
Francis S. Hallinan, Esquire I.D. No. 62695
Daniel G. Schmieg, Esquire I.D. No. 62205
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Citifinancial Mortgage Company, Inc.

Plaintiff

vs.

**Court of Common Pleas
Clearfield County
No. 05-652-CD**

**George W. Hockenberry Jr.
Tracie A. Straka**

Defendant(s)

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

10/13/05
Date

Francis S. Hall
Lawrence T. Phelan, Esquire
Francis S. Hallinan, Esquire
Daniel G. Schmieg, Esquire
Attorneys for Plaintiff

FILED *NO* *cc*
m/12/4/05 *67* *Cert. of*
OCT 18 2005 *Disc. to*
VIN *AM*
William A. Shaw *AM*
Prothonotary/Clerk of Courts
Copy to CIA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Citifinancial Mortgage Company, Inc.

Vs.

No. 2005-00652-CD

George W. Hockenberry Jr.
Tracie A. Straka

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 18, 2005, marked:

Complaint withdrawn without prejudice, case discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of October A.D. 2005.

William A. Shaw, Prothonotary