

05-1936-CD  
Citimortgage Inc. vs Kenneth  
Luchini

Citimortgage et al vs Kenneth Luchini  
2005-1936-CD

Current Judge: Fredric Joseph Ammerman

Citimortgage, Inc., Principal Residential Mortgage, Inc. vs. Kenneth A. Luchini

## Mortgage Foreclosures

Date		Judge
12/13/2005	New Case Filed. ✓ Filing: Complaint in Mortgage Foreclosure, situated in Sandy Township. Paid by: Hallinan, Francis S. (attorney for Citimortgage, Inc.) Receipt number: 1911649 Dated: 12/13/2005 Amount: \$85.00 (Check) 1CC Shff.	No Judge No Judge
03/07/2006	✓ Sheriff Return, December 14, 2005 at 11:20 am served the within Complaint in Mortgage Foreclosure on Kenneth A. Luchini. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Phelan \$46.43	No Judge
03/23/2006	✓ Filing: Precipe For In Rem Judgment For Failure to Answer And Assessment of Damages Paid by: Hallinan, Francis S. (attorney for Citimortgage, Inc.) Receipt number: 1912993 Dated: 03/23/2006 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against Defendant in the amount of \$35,289.79 Filed by s/ Daniel G. Schmieg, Esquire. 1CC & Notice to Def., Statement to Atty	No Judge
04/05/2006	✓ Filing: Praecipe for Writ of Execution Paid by: Hallinan, Francis S. (attorney for Citimortgage, Inc.) Receipt number: 1913204 Dated: 04/05/2006 Amount: \$20.00 (Check) 1 Cert. to Sheriff and 6 writs to Sheriff	No Judge
06/01/2006	✓ Plaintiff's Motion to Reassess Damages, filed by s/ Michele M. Bradford, Esquire. No CC	No Judge
06/05/2006	✓ Rule, NOW, this 2nd day of June, 2006, a Rule is entered upon the Def. to Fredric Joseph Ammerman show cause why an Order should not be entered therein. Rule Returnable the 23rd day of June, 2006, at 11:00 a.m. at the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bradford	
06/12/2006	✓ Certificate of Service, filed. That a true and correct copy of the Rule dated June 2, 2006 was sent to Kenneth A. Luchini, filed by Michele M. Bradford Esq. No CC.	Fredric Joseph Ammerman

6-23-06 Order, dated June 23, 2006

6-27-06 Plff's Motion to Reassess Damages

6-28-06 Rule, dated 6-27-06

7-13-06 Praecipe



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

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL  
RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
O'FALLON, MO 63368-2240

Plaintiff

v.

KENNETH A. LUCHINI  
RR2 BOX 123 A  
DUBOIS, PA 15801

Defendant

**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  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
NO. 05-1936-C

CLEARFIELD COUNTY

FILED *lc*  
*11/14/04* Shff  
DEC 13 2005 Atty pd  
*UN* 8500

William A. Shaw  
Prothonotary/Clerk of Courts

**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

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
O'FALLON, MO 63368-2240

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

KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801

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

3. On 01/24/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200201478. By Assignment of Mortgage recorded 02/20/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200202737.
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 06/01/2005 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	\$31,037.69
Interest	1,327.14
05/01/2005 through 12/05/2005	
(Per Diem \$6.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	114.12
01/24/2002 to 12/05/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 34,278.95
Escrow	
Credit	0.00
Deficit	623.00
Subtotal	<u>\$ 623.00</u>
<b>TOTAL</b>	<b>\$ 34,901.95</b>

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,901.95, together with interest from 12/05/2005 at the rate of \$6.06 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

*Francis S. Hallinan*

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

## LEGAL DESCRIPTION

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

BEGINNING at a set 5/8 inches rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84 degrees 32 minutes 20 seconds East, 365.76 feet to a set 5/8 inches rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14 degrees 19 minutes 56 seconds East, 71.22 feet to a set 5/8 inches rebar; thence by the land of Shugars and Luchini South 78 degrees 43 minutes 48 seconds West, 121.02 feet to a set 5/8 inches rebar, passing a 5/8 inches rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24 degrees 43 minutes 27 seconds East, 31.11 feet to a set 5/8 inches rebar; thence South 53 degrees 58 minutes West, 98.15 feet to a set 5/8 inches rebar; thence South 58 degrees 02 minutes West, 77.79 feet to a set 5/8 inches rebar; thence North 27 degrees 11 minutes 11 seconds West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

PROPERTY BEING: RR2 BOX 123 A

VERIFICATION

Scott Scheiner hereby states that he is an Assistant Vice President of CitiMortgage, Inc., 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.



\_\_\_\_\_  
Scott Scheiner  
Assistant Vice President

DATE: 12/2/5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101080  
NO: 05-1936-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC.  
vs.  
DEFENDANT: KENNETH A. LUCHINI

**SHERIFF RETURN**

NOW, December 14, 2005 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH A. LUCHINI DEFENDANT AT RR#2 BOX 123A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH A LUCHINI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
02/07/06  
MAR 07 2006  
WAM

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	467531	10.00
SHERIFF HAWKINS	PHELAN	467577	36.43

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins  
by Merlin Harris*  
Chester A. Hawkins  
Sheriff

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station - Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

<b>CITIMORTGAGE, INC.,</b>	<b>:</b>	<b>CLEARFIELD COUNTY</b>
<b>S/B/M TO PRINCIPAL</b>	<b>:</b>	
<b>RESIDENTIAL MORTGAGE, INC.</b>	<b>:</b>	<b>COURT OF COMMON PLEAS</b>
<b>1000 TECHNOLOGY DRIVE</b>	<b>:</b>	
<b>MAIL STATION</b>	<b>:</b>	<b>CIVIL DIVISION</b>
<b>O'FALLON, MO 63368-2240</b>	<b>:</b>	
	<b>:</b>	<b>NO. 05-1936-CD</b>

**Plaintiff,**

V.

**KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801**

**Defendant(s).**

FILED 1cc & Notice  
m 11:24 AM MAR 23 2006 to Def.  
MAR 23 2006 Statement to  
Atty  
William A. Shaw  
Notary/Clerk of Courts  
Atty pd. 20.00  
(ER)

**PRAEICE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KENNETH A. LUCHINI**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 34,901.95
Interest - 12/06/05-02/07/06	<u>\$387.84</u>
<b>TOTAL</b>	<b>\$ 35,289.79</b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

Daniel G. Schmieg  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 31/23/06

AS INDICATED.  
Willie M. Chan (cont.)  
PRO PROTHY

PHELAN HALLINAN AND SCHMIEG  
By: Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL : COURT OF COMMON PLEAS  
RESIDENTIAL MORTGAGE, INC.

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

KENNETH A. LUCHINI : NO. 05-1936-CD  
Defendants

TO: KENNETH A. LUCHINI  
RR2 BOX 123A  
DUBOIS, PA 15801

**DATE OF NOTICE: JANUARY 18, 2006**

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

#### IMPORTANT NOTICE

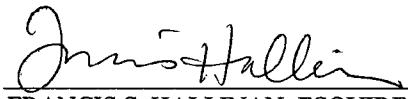
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT  
ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL  
SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
100 SOUTH STREET  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

Suite 1400

One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC.,  
S/B/M TO PRINCIPAL  
RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
O'FALLON, MO 63368-2240

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: NO. 05-1936-CD

Plaintiff,

v.

KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801

:  
:  
:  
:  
:  
:

Defendant(s).

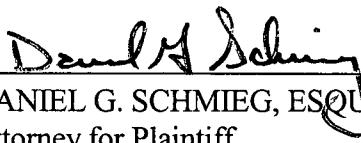
**VERIFICATION OF NON-MILITARY SERVICE**

DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are 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 Act of Congress of 1940, as amended.

(b) that defendant **KENNETH A. LUCHINI** is over 18 years of age and resides at **RR 2 BOX 123 A, DUBOIS, PA 15801**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

(Rule of Civil Procedure No. 236 - Revised

CO.CY

IN THE COURT OF COMMON PLEAS  
CLEARFIELD PENNSYLVANIA

CITIMORTGAGE, INC., : CLEARFIELD COUNTY  
S/B/M TO PRINCIPAL :  
RESIDENTIAL MORTGAGE, INC. : COURT OF COMMON PLEAS  
1000 TECHNOLOGY DRIVE :  
MAIL STATION : CIVIL DIVISION  
O'FALLON, MO 63368-2240 :  
: NO. 05-1936-CD

Plaintiff,

v.

KENNETH A. LUCHINI :  
RR 2 BOX 123 A :  
DUBOIS, PA 15801 :  
:

Defendant(s).

Notice is given that a Judgment in the above captioned matter has been entered against you  
on March 23, 2006.

BY Will Schmieg DEPUTY

If you have any questions concerning this matter, please contact:

Daniel G. Schmieg  
DANIEL G. SCHMIEG, ESQUIRE

Attorney for Plaintiff  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

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

 COPY

Citimortgage, Inc.  
Principal Residential Mortgage, Inc.  
Plaintiff(s)

No.: 2005-01936-CD

Real Debt: \$35,289.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kenneth A. Luchini  
Defendant(s)

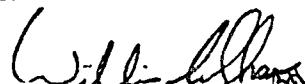
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 23, 2006

Expires: March 23, 2011

Certified from the record this 23rd day of March, 2006.



---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

CITIMORTGAGE, INC., S/B/M.TQ  
PRINCIPAL RESIDENTIAL  
MORTGAGE, INC.

vs.

KENNETH A. LUCHINI

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-1936-CD Term 2005.

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	\$35,289.79
Interest from February 06, 2006 to Sale Per diem \$5.80	\$ _____.
Add'l Costs	Prothonotary costs \$ 125.00

*Daniel G. Schmey*  
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

FILED

APR 05 2006  
W (11:45 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT TO SHF  
W/6 Wnts

No. 05-1936-CD ..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL MORTGAGE, INC.

vs.

etaca v. *et al.*  
KENNETH A. LUCHINI

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

*Donald A. Schaeffer* -  
Attorney for Plaintiff(s)

Address: KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801

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

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL

MORTGAGE, INC.

vs.

KENNETH A. LUCHINI

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 20

No. 05-1936-CD Term 20 05

No. ..... Term 20

**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 property (specifically described property below):**

PREMISES: RR 2 BOX 123 A, DUBOIS, PA 15801

(See Legal Description attached)

Amount Due	\$35,289.79
Interest from February 06, 2006 to Sale per diem \$5.80	\$-----
Total	\$-----
Add'l Costs	<b>Prothonotary costs</b> \$ 125. -

*[Signature]*  
(Clerk) Office of the Prothonotary, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated April 5, 2006  
(SEAL)

No. 05-1936-CD ..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL MORTGAGE, INC.

vs.

KENNETH A. LUCHINI

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

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Costs	
Real Debt	\$35,289.79
Int. from February 06, 2006 To Date of Sale (\$5.80 per diem)	
Costs	
Prothy Pd.	
Sheriff	

*Kenneth A. Luchini* \_\_\_\_\_  
Attorney for Plaintiff(s)

Address: KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801

**LEGAL DESCRIPTION**

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

BEGINNING at a set 5/8 inches rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84 degrees 32 minutes 20 seconds East, 365.76 feet to a set 5/8 inches rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14 degrees 19 minutes 56 seconds East, 71.22 feet to a set 5/8 inches rebar; thence by the land of Shugars and Luchini South 78 degrees 43 minutes 48 seconds West, 121.02 feet to a set 5/8 inches rebar, passing a 5/8 inches rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24 degrees 43 minutes 27 seconds East, 31.11 feet to a set 5/8 inches rebar; thence South 53 degrees 58 minutes West, 98.15 feet to a set 5/8 inches rebar; thence South 58 degrees 02 minutes West, 77.79 feet to a set 5/8 inches rebar; thence North 27 degrees 11 minutes 11 seconds West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

TITLE TO SAID PREMISES IS VESTED IN Kenneth A. Luchini by Deed from Kenneth A. Luchini, single, dated 02/07/2001 and recorded 02/15/2001 in Instrument #2001002318.

Premises being: RR 2 BOX 123 A, DUBOIS, PA 15801

Tax Parcel No. D01-000-016.5

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citimortgage, Inc., S/B/M to  
Principal Residential Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Kenneth A. Luchini

: No. 05-1936-CD

Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Rule dated June 2, 2006 was sent to the following individual on the date indicated below.

Kenneth A. Luchini  
RR 2 Box 123 A  
Dubois, PA 15801

Phelan Hallinan & Schmieg, LLP

DATE: 6/8/06

By:

Michele M. Bradford, Esquire  
Attorney for Plaintiff

FILED  
M 11:48 AM  
JUN 12 2006  
WATSON  
NO CC  
JUN 12 2006  
WATSON

William A. Shaw  
Prothonotary/Clerk of Courts

(PA)

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

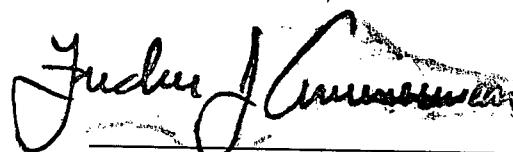
CITIMORTGAGE, INC., S/B/M to \*  
PRINCIPAL RESIDENTIAL MORTGAGE, INC. \*  
Plaintiff \*  
\*  
\* vs. \*  
KENNETH A. LUCHINI, \*  
Defendant \*  
\*

NO. 05-1936-CD

**O R D E R**

NOW, this 23<sup>rd</sup> day of June, 2006 the date being set for hearing on the Plaintiff's Motion to Reassess Damages; the Court notes that neither Plaintiff's representative or counsel for Plaintiff being present for said hearing, it is the ORDER of this Court that the Plaintiff's Motion to Reassess Damages be and is hereby DISMISSED.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

**FILED**  
07/04/06  
JUN 23 2006

1cc  
Atty Hallinan  
William A. Shaw  
Prothonotary/Clerk of Courts

1cc Def.  
RR 2 Box 123 A  
Dubois, PA 15801

(68)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Citimortgage, Inc., S/B/M to  
Principal Residential Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Kenneth A. Luchini

: No. 05-1936-CD

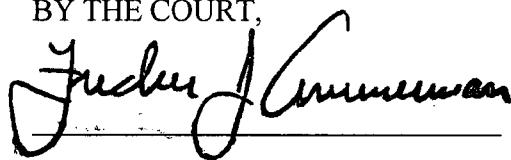
Defendant

**RULE**

AND NOW, this 27<sup>th</sup> day of June 2006, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 23<sup>rd</sup> day of August 2006, at 2:00 P.M. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED 1<sup>CC</sup>  
07/13/2006 Atty Bradford  
JUN 28 2006 GK

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

JUN 28 2006

William A. Shaw  
Prothonotary/Clerk of Courts

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Citimortgage, Inc., S/B/M to : Court of Common Pleas  
Principal Residential Mortgage, Inc.

Plaintiff : Civil Division

vs. : Clearfield County

Kenneth A. Luchini : No. 05-1936-CD

Defendant

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006 the Prothonotary is ORDERED to amend  
the  
judgment in this case as follows:

Principal Balance	\$31,037.69
Interest Through 7/7/06	\$2,616.41
Per Diem \$6.05	
Late Charges	\$247.26
Legal fees	\$0.00
Cost of Suit and Title	\$812.50
Sheriff's Sale Costs	\$2,500.00
Property Inspections	\$36.00
Appraisal/BPO	\$95.00
MIP/PMI	\$0.00
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,246.00</u>
<b>TOTAL</b>	<b>\$38,590.86</b>

Plus interest from 7/7/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

---

J.

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Citimortgage, Inc., S/B/M to  
Principal Residential Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff : Civil Division

vs. : Clearfield County

Kenneth A. Luchini : No. 05-1936-CD  
Defendant

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on December 13, 2005, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 17, 2006 in the amount of \$35,289.79. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on July 7, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

FILED NO  
M 11:18 AM  
JUN 27 2006  
CLerk  
William A. Shaw  
Prothonotary/Clerk of Courts

4. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$31,037.69
Interest Through 7/7/06	\$2,616.41
Per Diem \$6.05	
Late Charges	\$247.26
Legal fees	\$0.00
Cost of Suit and Title	\$812.50
Sheriff's Sale Costs	\$2,500.00
Property Inspections	\$36.00
Appraisal/BPO	\$95.00
MIP/PMI	\$0.00
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,246.00</u>
 <b>TOTAL</b>	 <b>\$38,590.86</b>

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the

figures set forth above in the amount of judgment against the Defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Date: 6/26/06

Phelan Hallinan & Schmieg, LLP

By:

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

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

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL  
RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
OFALLON, MO 63368-2240

Plaintiff

v.

KENNETH A. LUCHINI  
RR2 BOX 123 A  
DUBOIS, PA 15801

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM

NO.

CLEARFIELD COUNTY

Defendant

**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  
2<sup>nd</sup> 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

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
O'FALLON, MO 63368-2240

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

KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801

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

3. On 01/24/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200201478. By Assignment of Mortgage recorded 02/20/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200202737.
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 06/01/2005 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	\$31,037.69
Interest	1,327.14
05/01/2005 through 12/05/2005 (Per Diem \$6.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges 01/24/2002 to 12/05/2005	114.12
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 34,278.95
Escrow	
Credit	0.00
Deficit	623.00
Subtotal	<u>\$ 623.00</u>
<b>TOTAL</b>	<b>\$ 34,901.95</b>

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,901.95, together with interest from 12/05/2005 at the rate of \$6.06 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  
*Francis S. Hallinan*  
 By: /s/ Francis S. Hallinan  
 LAWRENCE T. PHELAN, ESQUIRE  
 FRANCIS S. HALLINAN, ESQUIRE  
 Attorneys for Plaintiff

## LEGAL DESCRIPTION

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

BEGINNING at a set 5/8 inches rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84 degrees 32 minutes 20 seconds East, 365.76 feet to a set 5/8 inches rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14 degrees 19 minutes 56 seconds East, 71.22 feet to a set 5/8 inches rebar; thence by the land of Shugars and Luchini South 78 degrees 43 minutes 48 seconds West, 121.02 feet to a set 5/8 inches rebar, passing a 5/8 inches rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24 degrees 43 minutes 27 seconds East, 31.11 feet to a set 5/8 inches rebar; thence South 53 degrees 58 minutes West, 98.15 feet to a set 5/8 inches rebar; thence South 58 degrees 02 minutes West, 77.79 feet to a set 5/8 inches rebar; thence North 27 degrees 11 minutes 11 seconds West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

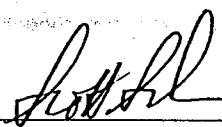
ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

PROPERTY BEING: RR2 BOX 123 A

VERIFICATION

Scott Scheiner hereby states that he is an Assistant Vice President of CitiMortgage, Inc., 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.



Scott Scheiner  
Assistant Vice President

DATE: 12/2/15

# **Exhibit “B”**

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station - Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

**CITIMORTGAGE, INC.,** : **CLEARFIELD COUNTY**  
**S/B/M TO PRINCIPAL** :  
**RESIDENTIAL MORTGAGE, INC.** : **COURT OF COMMON PLEAS**  
**1000 TECHNOLOGY DRIVE** :  
**MAIL STATION** : **CIVIL DIVISION**  
**O'FALLON, MO 63368-2240** :  
  
**Plaintiff,** :  
v. :  
  
**KENNETH A. LUCHINI** :  
**RR 2 BOX 123 A** :  
**DUBOIS, PA 15801** :  
  
**Defendant(s).** :

**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KENNETH A. LUCHINI**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 34,901.95
Interest - 12/06/05-02/07/06	<u>\$387.84</u>
<b>TOTAL</b>	<b><u>\$ 35,289.79</u></b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**DAMAGES ARE HEREBY ASSESSED AS INDICATED.**

**DATE:** \_\_\_\_\_

**PRO PROTHY**

**VERIFICATION**

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Phelan Hallinan & Schmieg, LLP

DATE: 6/26/06

By:

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Citimortgage, Inc., S/B/M to  
Principal Residential Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

Plaintiff : Court of Common Pleas

vs. : Civil Division

Kenneth A. Luchini : No. 05-1936-CD  
Defendant

**CERTIFICATION OF SERVICE**

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages and Brief  
in Support thereof were sent to the following individual on the date indicated below.

Kenneth A. Luchini  
RR 2 Box 123 A  
Dubois, PA 15801

DATE: 6/26/06

Phelan Hallinan & Schmieg, LLP

By: MMS  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
BY: FRANCIS S. HALLINAN, ESQUIRE  
Identification No. 62695  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Citimortgage, Inc., s/b/m to Principal  
Residential Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

Kenneth A. Luchini

: Defendant(s) : No. 05-1936-CD

**PRAECIPE**

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: 07/06/06

*Francis S. Hallinan*

Francis S. Hallinan, Esquire  
Attorney for Plaintiff

**FILED**

7/3: 4pm 1cc, 1cert of disc &  
JUL 13 2006 1 Cert of Sat issued  
to Atty Hallinan  
(m) Copy to C/A

William A. Shaw  
Prothonotary

PHS # 127059

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**COPY**

**Citimortgage, Inc.**  
**Principal Residential Mortgage, Inc.**

Vs.  
**Kenneth A. Luchini**

**No. 2005-01936-CD**

**CERTIFICATE OF DISCONTINUATION**

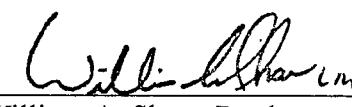
Commonwealth of PA  
County of Clearfield

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 13, 2006, marked:

Discontinued and ended without prejudice

Record costs in the sum of \$132.00 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 14th day of July A.D. 2006.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2005-01936-CD

Citimortgage, Inc.  
Principal Residential Mortgage, Inc.

Debt: \$

Vs.

Atty's Comm.:

Kenneth A. Luchini

Interest From:

Cost: \$7.00

NOW, Friday, July 13, 2006, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 13th day of July, A.D. 2006.

  
\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Citimortgage, Inc., S/B/M to : Court of Common Pleas  
Principal Residential Mortgage, Inc. :  
  
Plaintiff : Civil Division  
  
vs. : Clearfield County  
  
Kenneth A. Luchini : No. 05-1936-CD  
  
Defendant

ORDER

AND NOW, this 23<sup>rd</sup> day of August, 2006 the Prothonotary is ORDERED to amend  
the  
judgment in this case as follows:

Principal Balance	\$31,037.69
Interest Through 7/7/06	\$2,616.41
Per Diem \$6.05	
Late Charges	\$247.26
Legal fees	\$0.00
Cost of Suit and Title	\$812.50
Sheriff's Sale Costs	\$2,500.00
Property Inspections	\$36.00
Appraisal/BPO	\$95.00
MIP/PMI	\$0.00
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,246.00</u>
 TOTAL	 \$38,590.86

Plus interest from 7/7/06 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



FILED <sup>2006</sup>  
01/10/2006 <sup>Am Chota</sup>  
AUG 24 2006 (local attorney)  
JK  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CA

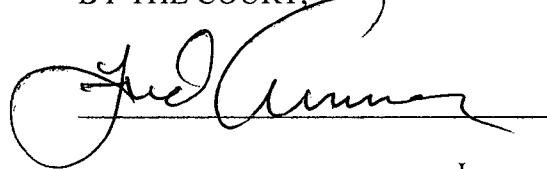
Citimortgage, Inc., S/B/M to : Court of Common Pleas  
Principal Residential Mortgage, Inc. Plaintiff : Civil Division  
vs. : Clearfield County  
Kenneth A. Luchini : No. 05-1936-CD  
Defendant

RULE

AND NOW, this 2nd day of June 2006, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 23rd day of June 2006, at 11:00 AM at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED  
03:49 PM  
JUN 05 2006  
Atty Bradford  
©

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citimortgage, Inc., S/B/M to  
Principal Residential Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Kenneth A. Luchini

: No. 05-1936-CD

Defendant

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on December 13, 2005, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on March 17, 2006 in the amount of \$35,289.79. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on July 7, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

FILED *Mo*  
*6/1/06*  
JUN 01 2006 *cc*

William A. Shaw  
Prothonotary/Clerk of Courts

4. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$31,037.69
Interest Through 7/7/06	\$2,616.41
Per Diem \$6.05	
Late Charges	\$247.26
Legal fees	\$0.00
Cost of Suit and Title	\$812.50
Sheriff's Sale Costs	\$2,500.00
Property Inspections	\$36.00
Appraisal/BPO	\$95.00
MIP/PMI	\$0.00
NSF	\$0.00
Suspense/Misc. Credits	\$0.00
Escrow Deficit	<u>\$1,246.00</u>
<b>TOTAL</b>	<b>\$38,590.86</b>

5. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

6. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

Date: 5/31/06

Phelan Hallinan & Schmieg, LLP

By:

MMB  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

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

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL  
RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
O'FALLON, MO 63368-2240

Plaintiff

v.

KENNETH A. LUCHINI  
RR2 BOX 123 A  
DUBOIS, PA 15801

COURT OF COMMON PLEAS  
CIVIL DIVISION  
TERM  
NO.  
CLEARFIELD COUNTY

Defendant

**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. Meholick, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> 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

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL MORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
MAIL STATION  
O'FALLON, MO 63368-2240

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

KENNETH A. LUCHINI  
RR 2 BOX 123 A  
DUBOIS, PA 15801

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

3. On 01/24/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200201478. By Assignment of Mortgage recorded 02/20/02 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200202737.
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 06/01/2005 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	\$31,037.69
Interest	1,327.14
05/01/2005 through 12/05/2005	
(Per Diem \$6.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	114.12
01/24/2002 to 12/05/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 34,278.95
Escrow	
Credit	0.00
Deficit	623.00
Subtotal	<u>\$ 623.00</u>
<b>TOTAL</b>	<b>\$ 34,901.95</b>

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.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 34,901.95, together with interest from 12/05/2005 at the rate of \$6.06 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

*Francis S. Hallinan*

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

## LEGAL DESCRIPTION

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

BEGINNING at a set 5/8 inches rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84 degrees 32 minutes 20 seconds East, 365.76 feet to a set 5/8 inches rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14 degrees 19 minutes 56 seconds East, 71.22 feet to a set 5/8 inches rebar; thence by the land of Shugars and Luchini South 78 degrees 43 minutes 48 seconds West, 121.02 feet to a set 5/8 inches rebar, passing a 5/8 inches rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24 degrees 43 minutes 27 seconds East, 31.11 feet to a set 5/8 inches rebar; thence South 53 degrees 58 minutes West, 98.15 feet to a set 5/8 inches rebar; thence South 58 degrees 02 minutes West, 77.79 feet to a set 5/8 inches rebar; thence North 27 degrees 11 minutes 11 seconds West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

PROPERTY BEING: RR2 BOX 123 A

VERIFICATION

Scott Scheiner hereby states that he is an Assistant Vice President of CitiMortgage, Inc., 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.



\_\_\_\_\_  
Scott Scheiner  
Assistant Vice President

DATE: 12/2/5

# **Exhibit “B”**

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
One Penn Center at Suburban Station - Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

<b>CITIMORTGAGE, INC.,</b>	:	<b>CLEARFIELD COUNTY</b>
<b>S/B/M TO PRINCIPAL</b>	:	
<b>RESIDENTIAL MORTGAGE, INC.</b>	:	<b>COURT OF COMMON PLEAS</b>
<b>1000 TECHNOLOGY DRIVE</b>	:	
<b>MAIL STATION</b>	:	<b>CIVIL DIVISION</b>
<b>O'FALLON, MO 63368-2240</b>	:	
 <b>Plaintiff,</b>	:	 <b>NO. 05-1936-CD</b>
 <b>v.</b>	:	
 <b>KENNETH A. LUCHINI</b>	:	
<b>RR 2 BOX 123 A</b>	:	
<b>DUBOIS, PA 15801</b>	:	
 <b>Defendant(s).</b>	:	

**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **KENNETH A. LUCHINI**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 34,901.95
Interest - 12/06/05-02/07/06	<u>\$387.84</u>
<b>TOTAL</b>	<b><u>\$ 35,289.79</u></b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached.

  
\_\_\_\_\_  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**DAMAGES ARE HEREBY ASSESSED AS INDICATED.**

**DATE:** \_\_\_\_\_

**PRO PROTHY**

**VERIFICATION**

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 5/31/06

By:

Phelan Hallinan & Schmieg, LLP

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citimortgage, Inc., S/B/M to  
Principal Residential Mortgage, Inc.

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Kenneth A. Luchini

: No. 05-1936-CD

Defendant

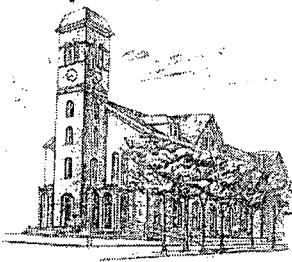
**CERTIFICATION OF SERVICE**

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages and Brief in Support thereof were sent to the following individual on the date indicated below.

Kenneth A. Luchini  
RR 2 Box 123 A  
Dubois, PA 15801

DATE: 5/31/06

Phelan Hallinan & Schmieg, LLP  
By: MMB  
Michele M. Bradford, Esquire  
Attorney for Plaintiff



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 6/5/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20317  
NO: 05-1936-CD

PLAINTIFF: CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.  
VS.  
DEFENDANT: KENNETH A. LUCHINI

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 04/05/0200

LEVY TAKEN 04/19/2006 @ 10:30 AM

POSTED 04/19/2006 @ 10:25 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/29/2006

DATE DEED FILED **NOT SOLD**

**FILED**

NOV 29 2006

6/20/06

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

04/19/2006 @ 10:25 AM SERVED KENNETH A. LUCHINI

SERVED KENNETH A. LUCHINI, DEFENDANT, AT HIS RESIDENCE RR 2, BOX 123A A/K/A 555 BEERS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH A. LUCHINI

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

@ SERVED

NOW, JULY 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JULY 7, 2006 TO SEPTEMBER 1, 2006.

@ SERVED

NOW, JULY 5, 2006 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR JULY 7, 2006. THE DEFENDANTS CURED THE DEFULT FOR THE SUM OF \$13,597.45.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20317  
NO: 05-1936-CD

PLAINTIFF: CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.  
VS.  
DEFENDANT: KENNETH A. LUCHINI

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$475.45

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
By: *Jay Antrea Butter-Dehner*  
Chester A. Hawkins  
Sheriff

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

CITIMORTGAGE, INC., S/B/M TO  
PRINCIPAL RESIDENTIAL  
MORTGAGE, INC.

vs.

KENNETH A. LUCHINI

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 20  
No. 05-1936-CD Term 20 05  
No. ..... Term 20

**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 property (specifically described property below):

PREMISES: RR 2 BOX 123 A, DUBOIS, PA 15801  
(See Legal Description attached)

Amount Due	\$35,289.79
Interest from February 06, 2006 to Sale per diem \$5.80	\$-----
Total	\$-----
Add'l Costs	Prothonotary costs \$ 125. -

*Wells*  
(Clerk) Office of the Prothonotary, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated April 5, 2006  
(SEAL)

Received April 5, 2006 @ 3:00 P.M.

*Chester A. Hawkins*  
*by Another Butler-Angelina*

**LEGAL DESCRIPTION**

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

BEGINNING at a set 5/8 inches rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84 degrees 32 minutes 20 seconds East, 365.76 feet to a set 5/8 inches rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14 degrees 19 minutes 56 seconds East, 71.22 feet to a set 5/8 inches rebar; thence by the land of Shugars and Luchini South 78 degrees 43 minutes 48 seconds West, 121.02 feet to a set 5/8 inches rebar, passing a 5/8 inches rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24 degrees 43 minutes 27 seconds East, 31.11 feet to a set 5/8 inches rebar; thence South 53 degrees 58 minutes West, 98.15 feet to a set 5/8 inches rebar; thence South 58 degrees 02 minutes West, 77.79 feet to a set 5/8 inches rebar; thence North 27 degrees 11 minutes 11 seconds West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

TITLE TO SAID PREMISES IS VESTED IN Kenneth A. Luchini by Deed from Kenneth A. Luchini, single, dated 02/07/2001 and recorded 02/15/2001 in Instrument #2001002318.

Premises being: RR 2 BOX 123 A, DUBOIS, PA 15801

Tax Parcel No. D01-000-016.5

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KENNETH A. LUCHINI NO. 05-1936-CD

NOW, November 29, 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 , I exposed the within described real estate of Kenneth A. Luchini to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	35,289.79
SERVICE	15.00	INTEREST @ 5.8000	
MILEAGE	16.91	FROM 02/06/2006 TO	(4,247,618.4
LEVY	15.00		
MILEAGE	16.91	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	
ADVERTISING	15.00	SATISFACTION FEE	20.00
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	(\$4,212,308.61)
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	1,319.70
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$203.50	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	203.50
REGISTER & RECORDER		LEGAL JOURNAL COSTS	180.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,968.20

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

Law Offices  
**PHELAN HALLINAN & SCHMIEG, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
[Christine.Schoffler@fedphe.com](mailto:Christine.Schoffler@fedphe.com)

Christine Schoffler  
Judgment Department, Ext. 1286

Representing Lenders in  
Pennsylvania and New Jersey

July 5, 2006

Office of the Sheriff  
Clearfield County Courthouse  
230 E. st Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL  
MORTGAGE, INC. v. KENNETH A. LUCHINI  
No. 05-1936-CD  
RR 2 BOX 123 A, DU BOIS, PA 15801

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which  
is scheduled for JULY 7, 2006.

The property is to be relisted for the SEPTEMBER 1, 2006 Sheriff's Sale.

Very truly yours,  
CQB  
Christine Schoffler

VIA TELECOPY (814) 765-5915

CC: KENNETH A. LUCHINI

Law Offices  
**PHELAN HALLINAN & SCHMIEG, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
[Christine.Schoffler@fedphe.com](mailto:Christine.Schoffler@fedphe.com)

CHRISTINE SCHOFFLER  
Judgment Department, Ext. 1286

Representing Lenders in  
Pennsylvania and New Jersey

July 5, 2006  
Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **IMMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC. v.  
KENNETH A. LUCHINI  
No. 05-1936-CD  
D'BOIS, PA 15801**

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for JULY 7, 2006, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The sum of \$13,597.45 was received in consideration for the stay.

Very truly yours,

Christine Schoffler  
VIA TELECOPY (814) 765-5915