

05-1938-CD
Citifinancial Ser. Vs Barbara Kline

Citifinancial vs Barbara Kline et al
2005-1938-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) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

Plaintiff

vs.

BARBARA J. KLINE

DONALD J. KLINE JR.

Mortgagors and Real Owners

Box 223 Penn Street

Curwensville, PA 16838

Defendants

2005 - 1938-C0

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

**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.

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

FILED

DEC 13 2005 *Eu*

m(12:20/m

William A. Shaw
Prothonotary

*3 CENS TO SHFR
1 CENS TO ATT*

AVISO

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

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

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

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186

Harrisburg, PA 17108
800-692-7375

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

**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: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 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 Beth at 215-825-6329 or fax 215-825-6429. 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 David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CFNA-0041.

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 BARBARA J. KLINE, 223 Mains Road, Curwensville, PA 16833 and DONALD J. KLINE JR., 223 Mains Road, Curwensville, PA 16833, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On June 17, 2003 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200310560. 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" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 1, 2005 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

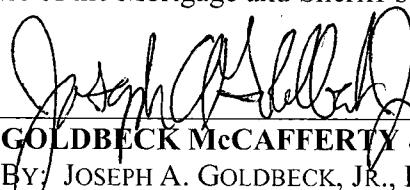
Principal Balance	\$26,723.84
Interest from 07/01/2005	\$1,518.00
through 12/31/2005 at 10.9900%	
Per Diem interest rate at \$8.04	
Reasonable Attorney's Fee as more fully explained in the	\$2,000.00
next numbered paragraph	
Late Charges from 08/01/2005 to 12/31/2005	\$157.75
Monthly late charge amount at \$31.55	
Costs of suit and Title Search	\$900.00
Appraisal	\$225.00
	<hr/>
	\$31,524.59

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance 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.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its 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.
9. 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 \$31,524.59, together with interest at the rate of \$8.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, 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, Teresa Skinner, 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: 12-12-05



CITIFINANCIAL MORTGAGE CO. INC.

Exhibit A

ALL that certain piece or parcel of land situated in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street north fifty-five and three-quarters degrees west (N 55 3/4° W) sixty feet (60') to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same south thirty four and one-quarter degrees west (S 34 1/4°) west one hundred and eighty feet (180') feet to an alley; thence by the same south fifty five and three quarter degrees east (S 55 3/4°) East sixty feet (60') to a corner of Frank Rowles lot, formerly Alice I. hahn's; thence by the same north thirty four and onequarter (34 1/4°) degrees East one hundred and eighty feet (180') to the place of beginning. There is erected on this lot a house.

BEING the same premises conveyed to Willard Maines and Joan Maines by deed of Joseph Rafferty dated October 1973 and recorded in Clearfield County Deed Book 663, page 15.

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: November 8, 2005

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

Date: November 8, 2005

Homeowners Name: **BARBARA J. KLINE and DONALD J. KLINE JR.**
Property Address: **Parcel# 9-F11-341-29 (Penn St. Box 223), Grampian, PA 16838**

Loan Account No.: **2000510220662**

Original Lender: **CITIFINANCIAL SERVICES INC.** 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: **Parcel# 9-F11-341-29 (Penn St. Box 223), Grampian, PA 16838** 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 08/01/2005 thru 11/8/2005
(4 mos. at \$315.50/month) \$1,262.00
- (b) Late charges from 08/01/2005 thru 11/8/2005
(4 mos. at \$31.55/month) \$126.20
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,388.20

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 \$ 1,388.20**, 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 MORTGAGE CO., INC.
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 MORTGAGE CO., INC.

Address: 6010 Fairview Road
Suite 105
Charlotte, NC 28210

Phone Number: 877-675-3656 x74452

Fax Number: 972-657-1989

Contact Person: Wes Hein

Email: wesley.a.hein@citigroup.com

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: Wes Hein
Phone Number: 877-675-3656 x74452

**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

DOCKET # 101083
NO: 05-1938-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES INC

VS.

DEFENDANT: BARBARA J. KLINE and DONALD J. KLINE JR.

SHERIFF RETURN

NOW, January 03, 2006 AT 11:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BARBARA J. KLINE DEFENDANT AT BOX 63, PENN ST., GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA J. KLINE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/02/2006
MAR 02 2006
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101083
NO: 05-1938-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES INC

vs.

DEFENDANT: BARBARA J. KLINE and DONALD J. KLINE JR.

SHERIFF RETURN

NOW, January 03, 2006 AT 11:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD J. KLINE JR. DEFENDANT AT BOX 63, PENN ST., GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA J. KLINE, WIFE 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

Service # 3 of 4 Services

Sheriff Docket # **101083**

CITIFINANCIAL SERVICES INC

Case # **05-1938-CD**

vs.

BARBARA J. KLINE and DONALD J. KLINE JR.

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 02, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BARBARA J. KLINE, DEFENDANT. UNABLE TO LOCATE 223 MAINS ROAD, CURWENSVILLE, PA.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 4 Services

Sheriff Docket #

101083

CITIFINANCIAL SERVICES INC

Case # 05-1938-CD

vs.

BARBARA J. KLINE and DONALD J. KLINE JR.

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 02, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DONALD J. KLINE JR., DEFENDANT. UNABLE TO LOCATE 223 MAINS ROAD, CURWENSVILLE, PA..

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101083
NO: 05-1938-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES INC
VS.
DEFENDANT: BARBARA J. KLINE and DONALD J. KLINE JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	243625	40.00
SHERIFF HAWKINS	GOLDBECK	243625	50.50

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


by Marilyn Harris

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) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

Plaintiff

vs.

BARBARA J. KLINE

DONALD J. KLINE JR.

Mortgagors and Real Owners

Box 223 Penn Street

Curwensville, PA 16838

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 2005-1938-C9
No.

**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.

PENNSYLVANIA BAR ASSOCIATION

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

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

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

DEC 13 2005

Attest.

William Lechner
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.

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

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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: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 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 Beth at 215-825-6329 or fax 215-825-6429. 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 David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CFNA-0041.

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 BARBARA J. KLINE, 223 Mains Road, Curwensville, PA 16833 and DONALD J. KLINE JR., 223 Mains Road, Curwensville, PA 16833, who are the mortgagors and real owners of the mortgaged premises hereinafter described.

3. On June 17, 2003 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200310560. 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" ("Property").

5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 1, 2005 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.

6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$26,723.84
Interest from 07/01/2005	\$1,518.00
through 12/31/2005 at 10.9900%	
Per Diem interest rate at \$8.04	
Reasonable Attorney's Fee as more fully explained in the	\$2,000.00
next numbered paragraph	
Late Charges from 08/01/2005 to 12/31/2005	\$157.75
Monthly late charge amount at \$31.55	
Costs of suit and Title Search	\$900.00
Appraisal	\$225.00
	<hr/>
	\$31,524.59

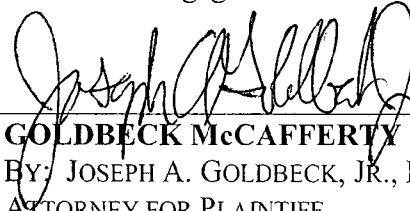
7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance 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.

8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its 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.

9. 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 \$31,524.59, together with interest at the rate of \$8.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, 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

STATEMENT OF VERIFICATION

I, Teresa Skinner, 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: 12-12-05


Teresa Skinner
CITIE~~FINANCIAL~~ MORTGAGE CO. INC.

Exhibit A

ALL that certain piece or parcel of land situated in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street north fifty-five and three-quarters degrees west ($N 55 3/4^{\circ} W$) sixty feet (60') to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same south thirty four and one-quarter degrees west ($S 34\frac{1}{4}^{\circ}$) west one hundred and eighty feet (180') feet to an alley; thence by the same south fifty five and three quarter degrees east ($S 55 3/4^{\circ}$) East sixty feet (60') to a corner of Frank Rowles lot, formerly Alice I hahn's; thence by the same north thirty four and onequarter ($34\frac{1}{4}^{\circ}$) degrees East one hundred and eighty feet (180') to the place of beginning. There is erected on this lot a house.

BEING the same premises conveyed to Willard Maines and Joan Maines by deed of Joseph Rafferty dated October 1973 and recorded in Clearfield County Deed Book 663, page 15.

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: November 8, 2005

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

Date: November 8, 2005

Homeowners Name: BARBARA J. KLINE and DONALD J. KLINE JR.
Property Address: Parcel# 9-F11-341-29 (Penn St. Box 223), Grampian, PA 16838

Loan Account No.: 2000510220662

Original Lender: CITIFINANCIAL SERVICES INC.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: **Parcel# 9-F11-341-29 (Penn St. Box 223), Grampian, PA 16838** 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 08/01/2005 thru 11/8/2005
(4 mos. at \$315.50/month) \$1,262.00
- (b) Late charges from 08/01/2005 thru 11/8/2005
(4 mos. at \$31.55/month) \$126.20
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,388.20

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 \$ 1,388.20**, 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 MORTGAGE CO., INC.
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 MORTGAGE CO., INC.

Address: 6010 Fairview Road
Suite 105
Charlotte, NC 28210

Phone Number: 877-675-3656 x74452

Fax Number: 972-657-1989

Contact Person: Wes Hein

Email: wesley.a.hein@citigroup.com

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: Wes Hein
Phone Number: 877-675-3656 x74452

**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) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

Plaintiff

vs.

BARBARA J. KLINE

DONALD J. KLINE JR.

Mortgagors and Real Owners

Box 223 Penn Street

Curwensville, PA 16838

Defendants

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

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 2005-1938-10

No.

**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.

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PENNSYLVANIA BAR ASSOCIATION

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

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

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

DEC 15 2005

Attest.

William L. Green
Prothonotary/
Clerk of Courts

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.

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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: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 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 Beth at 215-825-6329 or fax 215-825-6429. 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 David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CFNA-0041.

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

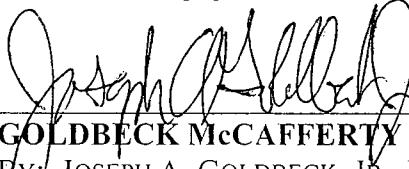
1. Plaintiff is CITIFINANCIAL SERVICES, INC., 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are BARBARA J. KLINE, 223 Mains Road, Curwensville, PA 16833 and DONALD J. KLINE JR., 223 Mains Road, Curwensville, PA 16833, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On June 17, 2003 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200310560. 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" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 1, 2005 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$26,723.84
Interest from 07/01/2005	\$1,518.00
through 12/31/2005 at 10.9900%	
Per Diem interest rate at \$8.04	
Reasonable Attorney's Fee as more fully explained in the	\$2,000.00
next numbered paragraph	
Late Charges from 08/01/2005 to 12/31/2005	\$157.75
Monthly late charge amount at \$31.55	
Costs of suit and Title Search	\$900.00
Appraisal	<hr/> \$225.00
	\$31,524.59

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance 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.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its 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.
9. 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 \$31,524.59, together with interest at the rate of \$8.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, 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, Teresa Skinner, 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: 12-12-05



CITI FINANCIAL MORTGAGE CO. INC.

Exhibit A

ALL that certain piece or parcel of land situated in Crampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street north fifty-five and three-quarters degrees west (N 55 3/4° W) sixty feet (60') to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same south thirty four and one-quarter degrees west (S 34 1/4°) West one hundred and eighty feet (180') feet to an alley; thence by the same south fifty five and three quarter degrees east (S 55 3/4°) East sixty feet (60') to a corner of Frank Rowles lot, formerly Alice I. Hahn's; thence by the same north thirty four and onequarter (34 1/4°) degrees East one hundred and eighty feet (180') to the place of beginning. There is erected on this lot a house.

BEING the same premises conveyed to Willard Maines and Joan Maines by deed of Joseph Rafferty dated October 1973 and recorded in Clearfield County Deed Book 663, page 15.

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: November 8, 2005

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 immediatamente 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

Date: November 8, 2005

Homeowners Name: **BARBARA J. KLINE and DONALD J. KLINE JR.**
Property Address: **Parcel# 9-F11-341-29 (Penn St. Box 223), Grampian, PA 16838**
Loan Account No.: **2000510220662**
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: **Parcel# 9-F11-341-29 (Penn St. Box 223), Grampian, PA 16838** 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 08/01/2005 thru 11/8/2005
(4 mos. at \$315.50/month) \$1,262.00
- (b) Late charges from 08/01/2005 thru 11/8/2005
(4 mos. at \$31.55/month) \$126.20
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,388.20

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 \$ 1,388.20**, 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 MORTGAGE CO., INC.
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 MORTGAGE CO., INC.

Address: 6010 Fairview Road
Suite 105
Charlotte, NC 28210

Phone Number: 877-675-3656 x74452

Fax Number: 972-657-1989

Contact Person: Wes Hein

Email: wesley.a.hein@citigroup.com

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: Wes Hein
Phone Number: 877-675-3656 x74452

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

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

Plaintiff

vs.

BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

FILED

No. 2005-1938-CD

MAR 16 2006 E

2/3/2006

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO DEFENDANT

CERT 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 BARBARA J. KLINE and DONALD J. KLINE JR. by default
for want of an Answer.

Assess damages as follows:

\$31,885.17

Debt

Interest - 07/01/2005 to 02/06/2006

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 MAR 16, 2006, Judgment is entered in favor of
CITIFINANCIAL SERVICES, INC. and against BARBARA J. KLINE and DONALD J. KLINE JR. by default for want of
an Answer and damages assessed in the sum of \$31,885.17 as per the above certification.

Prothonotary

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

DATE OF THIS NOTICE: **January 25, 2006**

TO:

DONALD J. KLINE JR.
Box 223 Penn Street
Curwensville, PA 16838

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

Plaintiff

vs.
BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

IN THE COURT OF COMMON
PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Tenn
No. 2005-1938-CD

TO: DONALD J. KLINE JR.
Box 223 Penn Street
Curwensville, PA 16838

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.

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

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


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

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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: **January 25, 2006**

TO:

BARBARA J. KLINE
Box 223 Penn Street
Curwensville, PA 16838

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

Plaintiff

vs.

BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

TO: **BARBARA J. KLINE**
Box 223 Penn Street
Curwensville, PA 16838

IN THE COURT OF COMMON
PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 2005-1938-CD

IMPORTANT NOTICE

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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

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DATE OF THIS NOTICE: **January 25, 2006**

TO:

DONALD J. KLINE JR.
223 Mains Road
Curwensville, PA 16833

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

Plaintiff

vs.

BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

**ACTION OF
MORTGAGE FORECLOSURE**

Term
No. 2005-1938-CD

Defendant(s)

TO: **DONALD J. KLINE JR.**
223 Mains Road
Curwensville, PA 16833

IMPORTANT NOTICE

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


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

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DATE OF THIS NOTICE: January 25, 2006

TO:

BARBARA J. KLINE
223 Mains Road
Curwensville, PA 16833

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

Plaintiff

vs.
BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

Term
No. 2005-1938-CD

Defendant(s)

TO: **BARBARA J. KLINE**
223 Mains Road
Curwensville, PA 16833

IMPORTANT NOTICE

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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

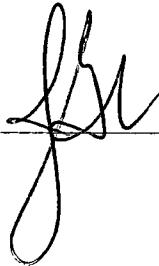
VERIFICATION OF NON-MILITARY SERVICE

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, BARBARA J. KLINE, is about unknown years of age, that Defendant's last known residence is 223 Mains Road, Curwensville, PA 16833, and is engaged in the unknown business located at unknown address.

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

Date: _____

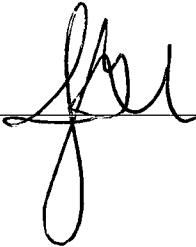
A handwritten signature in black ink, appearing to read "Barbara J. Kline", is written over the horizontal line provided for the date.

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, DONALD J. KLINE JR., is about unknown years of age, that Defendant's last known residence is 223 Mains Road, Curwensville, PA 16833, and is engaged in the unknown business located at unknown address.
2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: _____

A handwritten signature in black ink, appearing to read "John" or "J. Kline", is written over the horizontal line where the date would be.

Rule of Civil Procedure No. 236 – Revised

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. 2005-1938-CD

vs.

BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagors and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

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

NOTICE

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

William Shaw
Prothonotary

By: 

~~Deputy~~

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

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

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.

BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record owner(s))
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2005-1938-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL SERVICES, INC., and against BARBARA J. KLINE and DONALD J. KLINE JR. 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 \$31,885.17.

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 BARBARA J. KLINE, 223 Mains Road Curwensville, PA 16833 and DONALD J. KLINE JR., 223 Mains Road Curwensville, PA 16833;

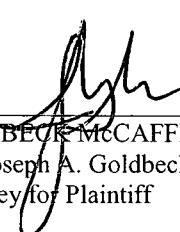
GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$26,723.84
Interest from 07/01/2005 through 02/06/2006	\$1,815.48
Reasonable Attorney's Fee	\$2,000.00
Late Charges	\$220.85
Costs of Suit and Title Search	\$900.00
Appraisal	\$225.00
	\$31,885.17


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

AND NOW, this 16 day of March, 2006 damages are assessed as above.


Pro Prothy

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.

BARBARA J. KLINE
DONALD J. KLINE JR.
(**Mortgagor(s) and Record Owner(s)**)
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2005-1938-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:

Box 223 Penn Street
Curwensville, PA 16838

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

BARBARA J. KLINE
223 Mains Road
Curwensville, PA 16833

DONALD J. KLINE JR.
223 Mains Road
Curwensville, PA 16833

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

BARBARA J. KLINE
223 Mains Road
Curwensville, PA 16833

DONALD J. KLINE JR.
223 Mains Road
Curwensville, PA 16833

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432

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:

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.

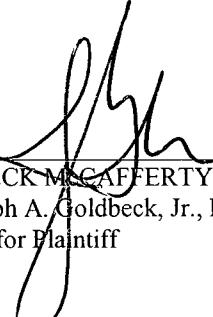
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
Box 223 Penn Street
Curwensville, PA 16838

(attach separate sheet if more space is needed)

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

DATED: February 6, 2006


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

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.

BARBARA J. KLINE
DONALD J. KLINE JR.
Mortgagor(s) and Record Owner(s)
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2005-1938-CD

FILED

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

Interest from
07/01/2005 to
02/06/2006 at
10.9900%

\$31,885.17

(Costs to be added)

MAR 16 2006
a/3:30 (u)

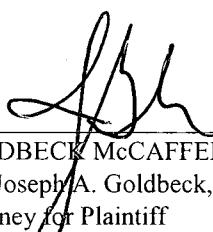
William A. Shaw

Prothonotary/Clerk of Courts

CERT TO ATTY

CERT + 6 UNITS TO
SHERIFF

Prothonotary costs 125. -


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

Term
No. 2005-1938-CD
IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES, INC.

vs.

BARBARA J. KLINE and
DONALD J. KLINE, JR.
(Mortgagor(s) and Record Owner(s))
Box 223 Penn Street
Curwensville, PA 16838

PRAECLPPE 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

All that certain piece or parcel of land situate in the Township of West Kanover, County of dauphin, and state of Pennsylvania, bounded and described as follows to wit;

Tract 1

Beginning as a railroad spike in the center of Township Road T-531 at the dividing line between William P. Ostermayer and Sherwood L. Shultz; thence by said dividing line South sixteen (16) degrees forty-five (45) minutes East, five hundred forty-four and fifty-hundredths (544.50) feet to an iron pin in a stone pile; thence by said dividing line South seventy-seven (77) degrees forty-five (45) minutes West, eight hundred (800) feet to an iron pin: thence by the dividing line between Harvey Mumms and Sherwood L. Shultz North sixteen (16) degrees forty-five (45) minutes West, five hundred four-four and fifty hundredths (544.50) feet to a drill hole in a stone at the base of a twenty-four (24) inch black oak tree: thence generally along in and through Township Road No. T-531 North seventy-seven (77) degrees forty-five (45) minutes East, eight hundred (800) feet to a railroad spike in the center of said Township Road T-531, containing 10 acres of land.

TAX PARCEL NO:009-F11-341-29

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.

BARBARA J. KLINE
DONALD J. KLINE JR.
Box 223 Penn Street
Curwensville, PA 16838

No. 2005-1938-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: Box 223 Penn Street Curwensville, PA 16838

See Exhibit "A" attached

AMOUNT DUE	\$31,885.17
------------	-------------

Interest From 07/01/2005
Through 02/06/2006

(Costs to be added)

Prothonotary costs 125



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: March 16, 2006

Deputy _____

Term
No. 2005-1938-CD

IN THE COURT OF COMMON PLEAS

CITIFINANCIAL SERVICES, INC.

vs.

BARBARA J. KLINE and
DONALD J. KLINE JR.
Mortagor(s)
Box 223 Penn Street Curwensville, PA 16838

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$31,885.17
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

All that certain piece or parcel of land situate in the Township of West Kanover, County of Dauphin, and state of Pennsylvania, bounded and described as follows to wit;

Tract 1

Beginning as a railroad spike in the center of Township Road T-531 at the dividing line between William P. Ostermayer and Sherwood L. Shultz; thence by said dividing line South sixteen (16) degrees forty-five (45) minutes East, five hundred forty-four and fifty-hundredths (544.50) feet to an iron pin in a stone pile; thence by said dividing line South seventy-seven (77) degrees forty-five (45) minutes West, eight hundred (800) feet to an iron pin: thence by the dividing line between Harvey Mumms and Sherwood L. Shultz North sixteen (16) degrees forty-five (45) minutes West, five hundred four-four and fifty hundredths (544.50) feet to a drill hole in a stone at the base of a twenty-four (24) inch black oak tree: thence generally along in and through Township Road No. T-531 North seventy-seven (77) degrees forty-five (45) minutes East, eight hundred (800) feet to a railroad spike in the center of said Township Road T-531, containing 10 acres of land.

TAX PARCEL NO:009-F11-341-29

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.

BARBARA J. KLINE
DONALD J. KLINE JR.
(**Mortagor(s) and Record owner(s)**)
Box 223 Penn Street
Curwensville, PA 16838

IN THE COURT OF COMMON PLEAS
of Clearfield County

No. 2005-1938-CD

PRAECIPE TO VACATE JUDGMENT

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

FILED *No cc*
13.2861 *Atty pd. 7.00*
APR 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20303
NO: 05-1938-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

VS.

DEFENDANT: BARBARA J. KLINE AND DONALD J. KLINE, JR.

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/17/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/24/2006

DATE DEED FILED NOT SOLD

FILED
04/10/39 PSD
APR 24 2006 WAF

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED BARBARA J. KLINE

RECEIVED A FAX LETTER FORM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE. THE DEFENDANT PAID \$1,261.15 TOWARDS DEBT.

@ SERVED

ONLY DOCKETED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20303
NO: 05-1938-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

VS.

DEFENDANT: BARBARA J. KLINE AND DONALD J. KLINE, JR.

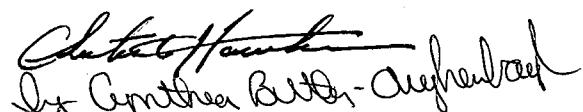
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$20.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


by Amherst Butler - Aufhause
Chester A. Hawkins
Sheriff

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.

BARBARA J. KLINE
DONALD J. KLINE JR.
Mortgagor(s) and Record Owner(s)
Box 223 Penn Street
Curwensville, PA 16838

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE
No. 2005-1938-CD

PRAECIPE FOR WRIT OF EXECUTION

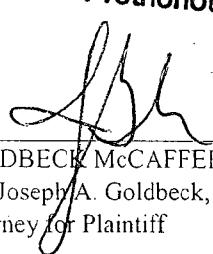
TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from 07/01/2005 to 02/06/2006 at 10.9900%	<u>\$31,885.17</u>

(Costs to be added)

Prothonotary costs 125--


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

vs.

BARBARA J. KLINE
DONALD J. KLINE JR.
Box 223 Penn Street
Curwensville, PA 16838

In the Court of Common Pleas of
Clearfield County

No. 2005-1938-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: Box 223 Penn Street Curwensville, PA 16838

See Exhibit "A" attached

AMOUNT DUE	\$31,885.17
------------	-------------

Interest From 07/01/2005
Through 02/06/2006

(Costs to be added)

Prothonotary costs

125. -



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated: March 16, 2006

Deputy _____

Received March 17, 2006 @ 1:00 P.M.
Chester A. Itenius
By Cynthia Butts, Deputy

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BARBARA J. KLINE

NO. 05-1938-CD

NOW, April 22, 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 Barbara J. Kline And Donald J. Kline, Jr. 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 SERVICE	15.00	DEBT-AMOUNT DUE INTEREST @ FROM TO	0.00
MILEAGE		PROTH SATISFACTION	
LEVY		LATE CHARGES AND FEES	
MILEAGE		COST OF SUIT-TO BE ADDED	
POSTING		FORECLOSURE FEES	
CSDS		ATTORNEY COMMISSION	
COMMISSION	0.00	REFUND OF ADVANCE	
POSTAGE		REFUND OF SURCHARGE	40.00
HANDBILLS		SATISFACTION FEE	
DISTRIBUTION		ESCROW DEFICIENCY	
ADVERTISING		PROPERTY INSPECTIONS	
ADD'L SERVICE		INTEREST	
DEED		MISCELLANEOUS	
ADD'L POSTING			
ADD'L MILEAGE			
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$40.00
RETURNS/DEPUTIZE			
COPIES			
BILLING/PHONE/FAX	5.00	ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS		TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$20.00	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		DEED COSTS	0.00
		SHERIFF COSTS	20.00
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$20.00

DEED COSTS:

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

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

**GOLDBECK McCAFFERTY & McKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
FAX (215) 627-7734**

JOSEPH A. GOLDBECK, JR.
GARY E. McCAFFERTY
MICHAEL T. McKEEVER

April 7, 2006

Clearfield

Chester A. Hawkins
SHERIFF OF CLEARFIELD COUNTY
Sheriff's Office
Clearfield, PA 16830

RE: **CITIFINANCIAL SERVICES, INC.**
vs.
BARBARA J. KLINE and DONALD J. KLINE JR.
Tenn No. 2005-1938-CD

Property address:

**Box 223 Penn Street
Curwensville, PA 16838**

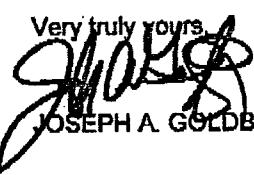
Sheriff's Sale Date: AWAITING SALE DATE

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$1261.15 towards my client's debt.

Thank you for your cooperation.

Very truly yours,



JOSEPH A. GOLDBECK, JR.

JAG/si

GOLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-825-6321
Attorney for Plaintiff

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

Plaintiff

vs.

BARBARA J. KLINE
DONALD J. KLINE JR.
(Mortgagor(s) and Record owner(s))
Box 223 Penn Street
Curwensville, PA 16838

IN THE COURT OF COMMON PLEAS
of Clearfield County

No. 2005-1938-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

FILED

3/11/06 cm

APR 25 2006

Nocc

Cert of disc issued

to AAG Goldbeck

④ Copy to C/A

William A. Shaw
Prothonotary

GOLDBECK McCAFFERTY & McKEEVER
A Professional Corporation
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
www.goldbecklaw.com

April 13, 2006

PROTHONOTARY OF CLEARFIELD COUNTY
William Shaw
Prothonotary of Clearfield County
230 E. Market Street
Clearfield, PA 16830

RE: Docket Number: Term; No.: 2005-1938-CD

To the Prothonotary:

Kindly file of record the enclosed Praeclipe to Discontinue and End.

A time stamped copy does **not** need to be returned to our office.

Goldbeck McCafferty & McKeever
George Alexander
Paralegal/Accounting Department
215-825-6321
galexanader@goldbecklaw.com
main number: 215-627-1322

Enclosures

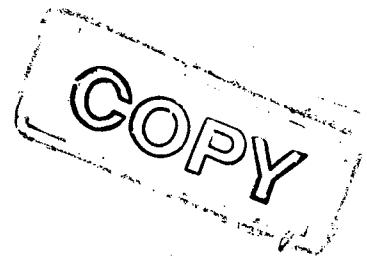
cc:

BARBARA J. KLINE
223 Mains Road
Curwensville, PA 16833

DONALD J. KLINE JR.
223 Mains Road
Curwensville, PA 16833

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



Citifinancial Services, Inc.

Vs.

No. 2005-01938-CD

Barbara J. Kline

Donald J. Kline Jr.

CERTIFICATE OF DISCONTINUATION

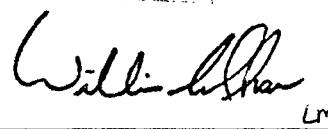
Commonwealth of PA
County of Clearfield

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 April 25, 2006, marked:

Discontinued and Ended

Record costs in the sum of \$132.00 have been paid in full by Joseph A. Goldbeck Jr. Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of April A.D. 2006.



William A. Shaw, Prothonotary