

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL
RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

Plaintiff

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-336-CO

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

MAR 03 2006
M/1:35/ua
William A Shaw
Prothonotary Clerk of Courts
2 CENT TO SUFF

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

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

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

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

3. On 11/21/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200118930. By Assignment of Mortgage recorded 12/21/01 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200120503.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

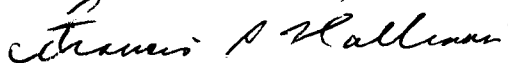
6. The following amounts are due on the mortgage:

Principal Balance	\$41,310.85
Interest	1,974.70
07/01/2005 through 03/02/2006 (Per Diem \$8.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	101.36
11/21/2001 to 03/02/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 45,186.91
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 45,186.91

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 45,186.91, together with interest from 03/02/2006 at the rate of \$8.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP



By: /s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a chestnut stump, Northwest corner of lands formerly of David Dale; thence by same south eighty-six (86) degrees and fifteen (15) minutes east twenty hundred and fifty-eight (2058) feet to post; thence by same south six (6) degrees west six hundred and twenty (620) feet to post; thence by the same and land now or late of Joseph Knepp north eighty-five (85) degrees and forty-five (45) minutes west twenty hundred and eighty (2080) feet; thence by lands now or late of Edmund Dale north six (6) degrees and fifteen (15) minutes east six hundred and two (602) feet to stump and post and the place of beginning. Containing twenty-eight (28) acres and a half with the usual allowance.

EXCEPTION AND RESERVING any and all outsales of record.

BEING the same premises which vested in George W. Bock and Edna M. Bock, husband and wife, by deed from David M. Loder and Laura E. Loder, his wife, dated September 11, 1937, and recorded in Clearfield County Deed Book 314, at Page 249. George W. Bock departed this life on January 29, 1981.

THE SECOND THEREOF: All that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, and consisting of 47 acres, and being the same premises which A.D. Cowdrick, Treasurer of the County of Clearfield, conveyed to David M. Loder by deed dated the 29th day of March 1932 and which deed is recorded in Deed Book 308, Page 72.

EXCEPTING AND RESERVING, therefrom, the following parcels of land:

First: The conveyance from David M. Loder and Laura E. Loder, his wife, to Bassie M. Bumbarger dated the 10th day of May 1934 and recorded in Deed Book 310, Page 265.

Second: The conveyance from David M. Loder and Laura E. Loder, his wife, to C.E. Williams and Bessie V. Williams, his wife, Trustees for Syble June Williams and Charley Edward Williams, dated the 22nd day of June 1937 and recorded in Deed Book 314, Page 209.

Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.

Being the same premises which vested in George W. Bock and Edna M. Bock, his wife, by deed from David M. Loder, widower, dated May 26, 1944, and recorded in Clearfield County Deed Book 359, at Page 307, on June 6, 1944. George W. Bock departed this life on January 29, 1981.

PROPERTY BEING: RR 1 BOX 199

VERIFICATION

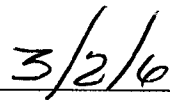
FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel .

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101308
NO: 06-336-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. S/B/M/
vs.
DEFENDANT: DARICE JOY-BOCK

SHERIFF RETURN

NOW, March 20, 2006 AT 10:16 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARICE JOY-BOCK DEFENDANT AT 2721 SHILOH ROAD aka RR#1 BOX 199, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARICE JOY-BOCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
019:40/61
APR 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101308
NO: 06-336-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. S/B/M/
vs.
DEFENDANT: DARICE JOY-BOCK

SHERIFF RETURN

NOW, March 20, 2006 AT 10:16 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARICE JOY-BOCK DEFENDANT AT 2721 SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARICE JOY-BOCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101308
NO: 06-336-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. S/B/M/
vs.
DEFENDANT: DARICE JOY-BOCK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	486042	20.00
SHERIFF HAWKINS	PHELAN	486042	32.90

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by 
Chester A. Hawkins
Sheriff

(Rule of Civil Procedure No. 236 - Revised)

IN THE COURT OF COMMON PLEAS
CLEARFIELD PENNSYLVANIA

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE,
INC.
5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703

Plaintiff,

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-336-CD

FILED
m/a:05 cm
APR 28 2006
\$20.00
100+ Notice
to debt +
Statement to
Atty

William A. Shaw
Prothonotary

Notice is given that a Judgment in the above captioned matter has been entered against you
on April 28, 2006.

BY William A. Shaw DEPUTY

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

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

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

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

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE,
INC.
5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703

Plaintiff,

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-336-CD

APR 28 2006

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

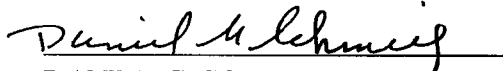
William A. Shaw
Prothonotary

TO THE OFFICE OF THE PROTHONOTARY:

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

As set forth in the Complaint	\$ 45,186.91
Interest - 3/3/06 TO 4/27/06	\$451.36
TOTAL	<u>\$45,638.27</u>

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 4-28-2006


PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

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

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

DARICE JOY-BOCK : NO. 2006-336-CD
Defendants

**TO: DARICE JOY-BOCK
RR1 BOX 199
WOODLAND, PA 16881**

DATE OF NOTICE: APRIL 11, 2006

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

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

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

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

DARICE JOY-BOCK

: NO. 2006-336-CD

Defendants

**TO: DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881**

DATE OF NOTICE: APRIL 11, 2006

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

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

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

**5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703**

Plaintiff,

v.

**DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881**

Defendant(s).

**:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2006-336-CD
:
:
:
:
:
:**

VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant **DARICE JOY-BOCK** is over 18 years of age and resides at **2721 SHILOH ROAD, WOODLAND, PA 16881**.

(c) that defendant is over 18 years of age, and resides at **2721 SHILOH ROAD, WOODLAND, PA 16881**.

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


DANIEL G. SCHMIEG, ESQUIRE

PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400
1617 JFK Boulevard
Philadelphia, PA 19103-1814
Automated Attendant #215-320-0007
Operator Assisted #215-563-7000
Fax: 215-563-5534

CHRISTINE SCHOFFLER
Legal Assistant, Ext. 1286

Representing Lenders in
Pennsylvania and New Jersey

7/27/06

Office of the Prothonotary
Clearfield County Courthouse
Clearfield, PA 16830

**Re: CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC. v.
DARICE JOY-BOCK**
No. 2006-336-CD

Dear Sir/ Madam:

I would appreciate your entering a Judgment against defendant(s), DARICE JOY-BOCK, relative to the above matter.

All of the necessary documents are enclosed, together with my check to your order for payment of fees and costs. Kindly, send me your receipt and a stamped copy of the Praecipe for Judgment in the stamped self-addressed envelope, which I have enclosed.

If there are any questions concerning the above matter, please contact me immediately.

Very truly yours,

By: CHRISTINE SCHOFFLER
CHRISTINE SCHOFFLER

CQS
Enclosures

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

Citimortgage, Inc.
Plaintiff(s)

No.: 2006-00336-CD

Real Debt: \$45638.27

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Darice Joy-Bock
Defendant(s)

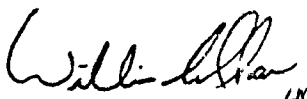
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 28, 2006

Expires: April 28, 2011

Certified from the record this April 28, 2006



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

COPY

Citimortgage, Inc.

Vs.

No. 2006-00336-CD

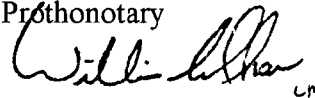
Darice Joy-Bock

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$45638.27 on April 28, 2006.

William A. Shaw

Prothonotary

A handwritten signature in black ink, appearing to read 'William A. Shaw', is written over a horizontal line. The signature is stylized and cursive.

William A. Shaw

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

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

vs.

DARICE JOY-BOCK

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2006-336-CD Term 2005.....

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due \$45,638.27

Interest from 7/27/06 to Sale \$ _____
Per diem \$7.50

Add'l Costs \$1,840.00

125.00 **Prothonotary costs**

Daniel M. Schmitz
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

FILED *1000*
m/3:20 PM *Courts w/*
MAY 11 2006 *prop. descr.*
40 Shff
William A. Shaw
Prothonotary/Clerk of Courts
Att'y pd 20.00

No. 2006-336-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

DARICE JOY-BOCK

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Daniel M. Schmitz
.....
Attorney for Plaintiff(s)

Address: DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a chestnut stump, Northwest corner of lands formerly of David Dale; thence by same south eighty-six (86) degrees and fifteen (15) minutes east twenty hundred and fifty-eight (2058) feet to post; thence by same south six (6) degrees west six hundred and twenty (620) feet to post; thence by the same and land now or late of Joseph Knepp north eighty-five (85) degrees and forty-five (45) minutes west twenty hundred and eighty (2080) feet; thence by lands now or late of Edmund Dale north six (6) degrees and fifteen (15) minutes east six hundred and two (602) feet to stump and post and the place of beginning. Containing twenty-eight (28) acres and a half with the usual allowance.

EXCEPTION AND RESERVING any and all outsales of record.

THE SECOND THEREOF: All that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, and consisting of 47 acres, and being the same premises which A.D. Cowdrick, Treasurer of the County of Clearfield, conveyed to David M. Loder by deed dated the 29th day of March 1932 and which deed is recorded in Deed Book 308, Page 72.

EXCEPTING AND RESERVING, therefrom, the following parcels of land:

First: The conveyance from David M. Loder and Laura E. Loder, his wife, to Bassie M. Bumbarger dated the 10th day of May 1934 and recorded in Deed Book 310, Page 255.

Second: The conveyance from David M. Loder and Laura E. Loder, his wife, to C.E. Williams and Bessie V. Williams, his wife, Trustees for Syble June Williams and Charley Edward Williams, dated the 22nd day of June 1937 and recorded in Deed Book 314, Page 209.

Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.


Being Parcel # 106-008-000-22 Control # 106052530

TITLE TO SAID PREMISES IS VESTED IN Darice Joy Bock, by Deed from Duane Calvin Bock, Individually and as Executor of the Estate of Madeline Edna Bock, also known as Edna M. (Hauser) Bock, Deceased, and Darice Joy Bock, single, dated 5-10-85, recorded 5-31-85 in Deed Book 1015, page 378.

Premises being: RR 1 BOX 199
WOODLAND, PA 16881

Tax Parcel No. 0008-000-00022

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE,
INC.
5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703

Plaintiff,

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-336-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.,
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, 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
RR 1 BOX 199, WOODLAND, PA 16881.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

5. Name and address of every other person who has any record lien on the property:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

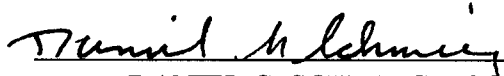
TENANT/OCCUPANT	RR 1 BOX 199 WOODLAND, PA 16881
-----------------	------------------------------------

DOMESTIC RELATIONS CLEARFIELD COUNTY	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
---	--

COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
---------------------------------	--

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

7/27/06
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

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

vs.

DARICE JOY-BOCK

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 2006-336-CD Term 20 Q5

No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: RR 1 BOX 199, WOODLAND, PA 16881
(See Legal Description attached)

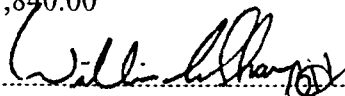
Amount Due \$45,638.27

Interest from 7/27/06 to Sale \$-----
per diem \$7.50

Total \$-----

Add'l Costs

125.00 Prothonotary costs
\$1,840.00


(Clerk) Office of the Prothy Support, Common Pleas Court
of CLEARFIELD County, Penna.

Dated May 11, 2006
(SEAL)

No. 2006-336-CD..... Term 20.05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

DARICE JOY-BOCK

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$45,638.27

Int. from 7/27/06

To Date of Sale (\$7.50 per diem)

Costs

Prothy Pd.

125.00

Sheriff

Daniel M. Schumacher

Attorney for Plaintiff(s)

Address: DARICE JOY-BOCK

2721 SHILOH ROAD

WOODLAND, PA 16881

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Being Parcel # 106-008-000-22 Control # 106052530

TITLE TO SAID PREMISES IS VESTED IN Darice Joy Bock, by Deed from Duane Calvin Bock, Individually and as Executor of the Estate of Madeline Edna Bock, also known as Edna M. (Hauser) Bock, Deceased, and Darice Joy Bock, single, dated 5-10-85, recorded 5-31-85 in Deed Book 1015, page 378.

Premises being: RR 1 BOX 199
WOODLAND, PA 16881

Tax Parcel No. 0008-000-00022

CA
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

Plaintiff

vs.

Darice Joy-Bock

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

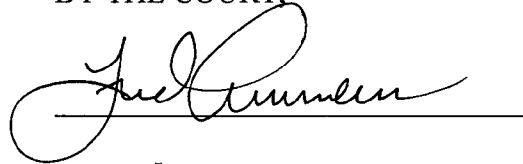
: No. 2006-336-CD

ORDER

AND NOW, this 23 day of June 2006, upon consideration of Plaintiff's Motion to Reassess Damages, a Rule is hereby issued upon Defendant to appear and show cause why the motion should not be granted.

Argument is scheduled for the 18th day of July 2006, at 11:00 in Courtroom No. 1 in the Clearfield County Courthouse, Clearfield, Pennsylvania.
A.M.

BY THE COURT.



J.

FILED 2cc
01/31/17/01 Atty Bradford
JUN 23 2006 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/23/06

X You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

JA

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

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

Residential Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Darice Joy-Bock

: No. 2006-336-CD

Defendant

PLAINTIFF'S MOTION TO REASSESS DAMAGES

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

1. Plaintiff commenced this foreclosure action by filing a Complaint on March 3, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".
2. Judgment was entered on April 28, 2006 in the amount of \$45,638.27. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".
3. The Property is listed for Sheriff's Sale on August 4, 2006. However, in the event this motion has not been heard by this Honorable Court by that date, Plaintiff may continue the sale in accordance with Pennsylvania Rule of Civil Procedure 3129.3.

FILED ^{NO} _{cc}
m112:45/21
JUN 22 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

Principal Balance	\$41,310.85
Interest Through 8/4/06	3,212.83
Per Diem \$8.06	
Late Charges	173.76
Legal fees	1,250.00
Cost of Suit and Title	1,109.50
Sheriff's Sale Costs	2,452.90
Property Inspections	63.00
Appraisal/BPO	95.00
MIP/PMI	0.00
NSF	0.00
Suspense/Misc. Credits	0.00
Escrow Deficit	<u>0.00</u>
TOTAL	\$49,667.84

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

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

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

Date: 6/21/06

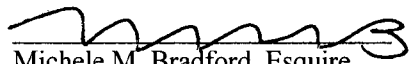
Phelan Hallinan & Schmieg, LLP
By: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”

MAR 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL
RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

Plaintiff

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-336-CD

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

**ATTORNEY FILE COPY
PLEASE RETURN**

*We hereby certify the
within to be a true and
correct copy of the
original filed of record*

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL
RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Plaintiff

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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Clearfield, PA 16830
814-765-2641 x 5982

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

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

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

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

3. On 11/21/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200118930. By Assignment of Mortgage recorded 12/21/01 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200120503.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

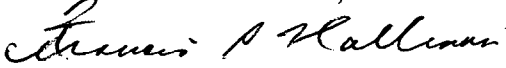
6. The following amounts are due on the mortgage:

Principal Balance	\$41,310.85
Interest	1,974.70
07/01/2005 through 03/02/2006 (Per Diem \$8.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	101.36
11/21/2001 to 03/02/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 45,186.91
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$ 45,186.91

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 45,186.91, together with interest from 03/02/2006 at the rate of \$8.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

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EXCEPTION AND RESERVING any and all outsales of record.

BEING the same premises which vested in George W. Bock and Edna M. Bock, husband and wife, by deed from David M. Loder and Laura E. Loder, his wife, dated September 11, 1937, and recorded in Clearfield County Deed Book 314, at Page 249. George W. Bock departed this life on January 29, 1981.

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Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.

Being the same premises which vested in George W. Bock and Edna M. Bock, his wife, by deed from David M. Loder, widower, dated May 26, 1944, and recorded in Clearfield County Deed Book 359, at Page 307, on June 6, 1944. George W. Bock departed this life on January 29, 1981.

PROPERTY BEING: RR 1 BOX 199

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel .

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: _____

3/2/16

Exhibit “B”

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

One Penn Center at Suburban Station - Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

ATTORNEY FILE COPY
PLEASE RETURN

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE,
INC.
5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703

Plaintiff,

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2006-336-ED

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

APR 28 2006

Attest.

W. L. B.
Prothonotary/
Clerk of Courts

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

ATTORNEY FILE COPY
PLEASE RETURN

TO THE OFFICE OF THE PROTHONOTARY:

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

As set forth in the Complaint	\$ 45,186.91
Interest - 3/3/06 TO 4/27/06	\$451.36
TOTAL	<u>\$ 45,638.27</u>

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

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

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: _____


PRO PROTHY

PHS # 131782

VERIFICATION

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

DATE: 6/21/06

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

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

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

Residential Mortgage, Inc.

ATTORNEY FOR PLAINTIFF

Plaintiff

vs.

Darice Joy-Bock

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 2006-336-CD

CERTIFICATION OF SERVICE

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


Darice Joy-Bock
RR 1 Box 199
Woodland, PA 16881

Darice Joy-Bock
2721 Shiloh Road
Woodland, PA 16881

DATE: 10/21/06

Phelan Hallinan & Schmieg, LLP

By:


Michele M. Bradford, Esquire
Attorney for Plaintiff

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

PHELAN HALLINAN & SCHMIEG
by: MICHELE M. BRADFORD, Esquire
Atty. I.D. No. 69849
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

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

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Darice Joy-Bock

: No. 2006-336-CD

Defendant

CERTIFICATION OF SERVICE


I, MICHELE M. BRADFORD, Esquire, hereby certify that a true and correct copy of our Motion to Reassess Damages noting a Rule Return date of five July 18, 2006 has been served upon the following persons:


Darice Joy-Bock
RR 1 Box 199
Woodland, PA 16881

Darice Joy-Bock
2721 Shiloh Road
Woodland, PA 16881

PHELAN HALLINAN & SCHMIEG, LLP

Date: 6/29/06

By: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED *Mc*
m 10:56 AM
JUN 29 2006 

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

PLAINTIFF CITIMORTGAGE, INC., S/B/M TO PRINCIPAL CLEARFIELD County
RESIDENTIAL MORTGAGE, INC. No. 2006-336-CD
Our File #: 131782

DEFENDANT(S) DARICE JOY-BOCK

Please serve upon: DARICE JOY-BOCK Type of Action
- Notice of Sheriff's Sale

SERVE AT: 2721 SHILOH ROAD Sale Date: 8-4-06
WOODLAND, PA 16881

SERVED

Served and made known to Darice Joy-Bock, Defendant, on the 8th day of June,
2006 at 5:46 o'clock P.m., at 2721 Shiloh Rd, Woodland PA

Commonwealth of Pennsylvania, in the manner described below:

X Defendant personally served.
____ Adult family member with whom Defendant(s) reside(s). Relationship is ____
____ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
____ Agent or person in charge of Defendant(s)'s office or usual place of business.
____ an officer of said Defendant(s)'s company.
____ Other: _____

Description: Age 65 Height 5'10" Weight 200 Race W Sex F Other _____

I, Thomas Holmberg, a competent adult, being duly sworn according to law, depose and state that I personally handed
a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at
the address indicated above.

Sworn to and subscribed

before me this 9th day

of June, 2006

Notary Public, COMMONWEALTH OF PENNSYLVANIA

By: Thomas Holmberg

Notarial Seal
Marilyn A. Campbell, Notary Public
City of Altoona, Blair County
My Commission Expires Oct. 28, 2007

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES***

Member, Pennsylvania Association of Notaries

On the _____ day of _____, 200__, at _____ o'clock ____m., Defendant **NOT FOUND** because:

____ Moved ____ Unknown ____ No Answer ____ Vacant

1st attempt Date: _____ Time: _____, 2nd attempt Date: _____ Time: _____, 3rd

attempt Date: _____ Time: _____

Other: _____

Sworn to and subscribed

before me this _____ day

of _____, 200__.

Notary:

By:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

FILED
JUL 03 2006
NO CC
UN

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

CitiMortgage, Inc.,

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

5280 Corporate Drive, MS1011

Frederick, MD 21703

Plaintiff

ATTORNEY FOR PLAINTIFF

FILED
JUL 07 2006
William A. Shaw
Prothonotary/Clerk of Courts

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 2006-336-CD

vs.

Darcie Joy-Bock

2721 Shiloh Road

Woodland, PA 16881

Defendant

MOTION FOR EQUITABLE CONVERSION TO REAL PROPERTY

AND NOW, COMES PLAINTIFF, CitiMortgage, Inc., s/b/m to Principal Residential Mortgage, Inc., by its attorneys, Phelan Hallinan & Schmieg, LLP, and presents this Motion for Equitable Conversion to Real Property, and in support thereof, avers the following:

1. On or about November 21, 2001, Defendant Darcie Joy-Bock made, executed and delivered a mortgage to CSB Bank in the principal sum of \$43,000.00 for the property at R.R. #1 Box 199, a/k/a 2721 Shiloh Road, Woodland, PA 16881, which mortgage was recorded on November 26, 2001 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number 200118930. A true and correct copy of the mortgage is attached hereto, made part hereof, and marked as Exhibit "A".

2. CSB Bank delivered an Assignment of Mortgage to Principal Residential Mortgage, Inc., which assignment was recorded on December 21, 2001 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number 200120503. A true and correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "A1".

3. Defendant defaulted on the mortgage payments, and remains due and owing to Plaintiff for the August 1, 2005 payment and each payment thereafter.

4. On or about March 3, 2006, Plaintiff filed a complaint in mortgage foreclosure. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "B".

5. Defendant Darcie Joy-Bock was served with the complaint on March 20, 2006. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof, and marked as Exhibit "C".

6. Plaintiff filed a default judgment against Defendant on April 28, 2006, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "D".

7. The property had been assessed in part for "land value", and in part for "building value", under a tax parcel I.D. number of 106-008-000-22, Control #106052530. Based on the Clearfield County assessment ratio of 5.13, the fair market value of the property is \$52,839.00. A true and correct copy of the tax assessment record is attached hereto, made part hereof, and marked as Exhibit "E".

8. On October 25, 2001, the property was appraised at \$60,000.00 for the land and house together. The appraiser noted that the house is a manufactured home. A true and correct copy of the appraisal is attached hereto, made part hereof, and marked as Exhibit "F".

9. It was clearly the intention of the parties that the \$43,000.00 loan be secured by a mortgage on both the land and the house.

10. Plaintiff obtained photographs of the house which reflect a back porch, awning, landscaping, and permanent utility hookups which show the home's permanent affixation to the land. Attached hereto, made part hereof, and marked as Exhibit "G" are true and correct copies of the photographs of the subject property.

11. In addition, Plaintiff inquired of the Pennsylvania Department of Transportation ("Penndot") and was informed that there is no mobile home registered in the

Defendant's name. This is further evidence that the home is not mobile and that the Defendant intends the home to be permanently affixed to the land. A true and correct copy of Penndot's letter is attached hereto, made part hereof, and marked as Exhibit "H".

12. There is no statutory basis in the Commonwealth of Pennsylvania for court declaration that a mobile home has been converted to realty and affixed as part of the land.

13. Pennsylvania is rife with common law that personal property or chattel be considered a fixture and as such, part of the real estate, when it is deemed to have been permanently affixed to the land.

14. Because the property is clearly attached via foundation to the land, it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

15. Principles of equity dictate that the intent of the parties should govern.

16. Plaintiff is requesting the entry of a court order declaring the house as realty, so that the buyer of the property at Sheriff's Sale will acquire clear title to the house and land. If the requested relief is not granted, Plaintiff may not get the full benefit of the collateral for the loan, as the parties intended.

WHEREFORE, Plaintiff CitiMortgage, Inc., s/b/m to Principal Residential Mortgage, Inc. respectfully requests that this Honorable Court enter an Order on this motion, that the property at R.R. #1 Box 199, a/k/a 2721 Shiloh Road, Woodland, PA 16881 with a tax parcel I.D. number of 106-008-000-22, Control #106052530, be equitably converted to real estate by way of this motion, and not subject to separation from land.

Date: 7/6/06

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Michele M. Bradford, Esquire
Attorney for Plaintiff

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA

PLM



INSTRUMENT NUMBER
200118930

RECORDED ON

Nov 26, 2001
2:16:28 PM

Total Pages: 17

RECORDING FEES -	\$39.00
RECORDER	
COUNTY IMPROVEMENT	\$1.00
FUND	
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$41.50
CUSTOMER	
GEARHART, R. DENNING	

3660387-6

Prepared By:

Return To:

Parcel Number: 106-008-000-22

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 21, 2001, together with all Riders to this document.

(B) "Borrower" is DARICE JOY BOCK

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CSB BANK

Lender is a corporation

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

VMP -6(PA) (0008)

Page 1 of 16

Printed on Recycled Paper

Initials: DSR

VMP MORTGAGE FORMS - (800)521-7291



organized and existing under the laws of the Commonwealth of Pennsylvania
Lender's address is P.O. Box 29, Curwensville, PA 16833

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated November 21, 2001

The Note states that Borrower owes Lender Forty-three Thousand and 00/100-----

-----~~(43,000.00)~~-----Dollars
(U.S. \$ 43,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2031

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County [Type of Recording Jurisdiction] of Clearfield [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which currently has the address of R.R. #1, Box 199 [Street]
Woodland [City], Pennsylvania 16881 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

LEGAL DESCRIPTION - EXHIBIT 'A'

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

BEGINNING at a chestnut stump Northwest corner of lands formerly of David Dale; thence by same South eighty-six (86) degrees and fifteen (15) minutes East twenty hundred and fifty-eight (2058) feet to post; thence by same South six (6) degrees West six hundred and twenty (620) feet to post; thence by the same and land now or late of Joseph Knepp North eighty-five (85) degrees and forty-five (45) minutes West twenty hundred and eight (2080) feet; thence by lands now or late of Edmund Dale North six (6) degrees and fifteen (15) minutes East six hundred and two (602) feet to stump and post and the place of beginning. Containing twenty-eight (28) acres and a half with the usual allowance.

EXCEPTING AND RESERVING, therefrom, the following parcels of land:

First: The conveyance from David N. Loder and Laura E. Loder, his wife, to Bassie M. Bumbarger dated the 10th day of May 1934 and recorded in Deed Book 301, Page 255.

Second: The conveyance from David M Loder and Laura E. Loder, his wife, to C.E. Williams and Bessie V. Williams, his wife, Trustees for Syble June Williams and Charley Edward Williams, dated the 22nd day of June, 1937 and recorded in Deed Book 314, Page 209.

Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.

BEING the same premises as were conveyed to Darice Joy Bock by Deed of Duane Calvin Bock, et al dated May 10, 1985 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1015, Page 378.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Darice Joy Bock (Seal)
DARICE JOY BOCK -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, **R. Denning Gearhart**, do hereby certify that
the correct address of the within-named Mortgagee is **P.O. Box 29, Curwensville, PA 16833.**

Witness my hand this **21st** day of **November, 2001**



R. Denning Gearhart

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

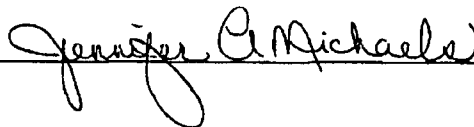
County ss:

On this, the **21st** day of **November, 2001**, before me, the
undersigned officer, personally appeared **DARICE JOY BOCK**

known to me (or
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:





Notary Public

Title of Officer

EXHIBIT A1

THIS FORM WAS PREPARED BY CSB BANK, ADDRESS: 434 STATE STREET, CURWENSVILLE,
PA 16833, TELEPHONE NO: 814-236-2550 MICHAEL T. RYAN

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, THE UNDERSIGNED HOLDER OF A MORTGAGE (HEREIN "ASSIGNOR")
WHOSE ADDRESS IS 434 STATE STREET, CURWENSVILLE, PENNSYLVANIA 16833 DOES
HEREBY GRANT, SELL, ASSIGN, TRANSFER AND CONVEY, UNTO PRINCIPAL RESIDENTIAL
MORTGAGE, INC., AN IOWA CORPORATION.

A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES
(HEREIN "ASSIGNEE") WHOSE ADDRESS IS: 711 HIGH STREET, DES MOINES, IA 50392-0740,

A CERTAIN MORTGAGE DATED NOVEMBER 21, 2001, MADE AND EXECUTED BY DARICE JOY
BOCK TO AND IN FAVOR OF CSB BANK GIVEN TO SECURE PAYMENT OF

\$43,000.00 12/01/31

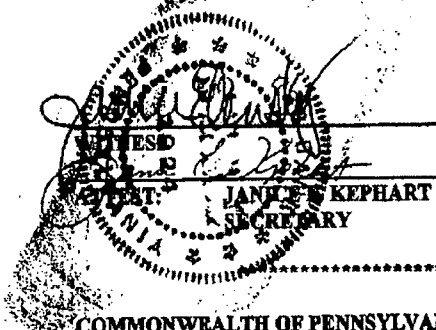
(INCLUDE THE ORIGINAL PRINCIPAL AMOUNT AND MATURITY DATE OF NOTE(S))
WHICH MORTGAGE IS OF RECORD IN BOOK: AT PAGE: OR AS INSTRUMENT NO.
200118930 OF THE OFFICIAL RECORDS OF CLEARFIELD COUNTY, STATE OF PENNSYLVANIA
WITH THE PROPERTY ADDRESS OF: RR1, BOX 199, BRADFORD TOWNSHIP, WOODLAND, PA
16881, TOGETHER WITH THE NOTE(S) AND OBLIGATIONS THEREIN DESCRIBED AND THE
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED
OR TO ACCRUE UNDER SUCH MORTGAGE.

TO HAVE AND TO HOLD THE SAME UNTO ASSIGNEE, ITS SUCCESSOR AND ASSIGNS,
FOREVER, SUBJECT ONLY TO THE TERMS AND CONDITIONS OF THE ABOVE DESCRIBED
MORTGAGE.

IN WITNESS WHEREOF, THE UNDERSIGNED ASSIGNOR HAS EXECUTED THIS ASSIGNMENT OF
MORTGAGE ON THIS THE 17TH DAY OF DECEMBER, 2001.

CSB BANK

(ASSIGNOR)
BY: Michael T. Ryan
MICHAEL T. RYAN
MORTGAGE DEPARTMENT MANAGER



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD: SS.

ON THIS, THE 17TH DAY OF DECEMBER, 2001 BEFORE ME THE OFFICER PERSONALLY
APPEARED MICHAEL T. RYAN WHO ACKNOWLEDGED HIMSELF TO BE THE MORTGAGE
DEPARTMENT MANAGER OF CSB BANK, AND THAT HE, AS THE MORTGAGE DEPARTMENT
MANAGER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING ASSIGNMENT FOR
THE PURPOSE THEREIN CONTAINED AS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET ME HAND AND OFFICIAL SEAL

NOTARY, MARILYN SNYDER
MY COMMISSION EXPIRES: 09/22/03

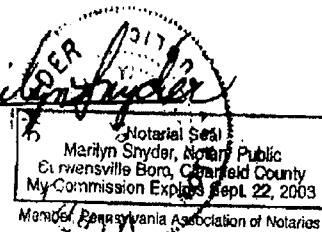


EXHIBIT B

MAR 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL
RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

Plaintiff

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2006-336-CD

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

**ATTORNEY FILE COPY
PLEASE RETURN**

We hereby certify the
within to be a true and
correct copy of the
original filed of record

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL
RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Plaintiff

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE, INC.
5280 CORPORATE DRIVE
MS1011
FREDERICK, MD 21703

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

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

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

3. On 11/21/2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to CSB BANK which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200118930. By Assignment of Mortgage recorded 12/21/01 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Instrument No: 200120503.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2005 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

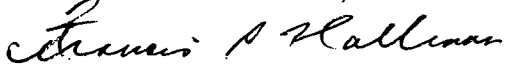
6. The following amounts are due on the mortgage:

Principal Balance	\$41,310.85
Interest	1,974.70
07/01/2005 through 03/02/2006 (Per Diem \$8.06)	
Attorney's Fees	1,250.00
Cumulative Late Charges	101.36
11/21/2001 to 03/02/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 45,186.91
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$ 45,186.91

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 45,186.91, together with interest from 03/02/2006 at the rate of \$8.06 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

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

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a chestnut stump, Northwest corner of lands formerly of David Dale; thence by same south eighty-six (86) degrees and fifteen (15) minutes east twenty hundred and fifty-eight (2058) feet to post; thence by same south six (6) degrees west six hundred and twenty (620) feet to post; thence by the same and land now or late of Joseph Knepp north eighty-five (85) degrees and forty-five (45) minutes west twenty hundred and eighty (2080) feet; thence by lands now or late of Edmund Dale north six (6) degrees and fifteen (15) minutes east six hundred and two (602) feet to stump and post and the place of beginning. Containing twenty-eight (28) acres and a half with the usual allowance.

EXCEPTION AND RESERVING any and all outsales of record.

BEING the same premises which vested in George W. Bock and Edna M. Bock, husband and wife, by deed from David M. Loder and Laura E. Loder, his wife, dated September 11, 1937, and recorded in Clearfield County Deed Book 314, at Page 249. George W. Bock departed this life on January 29, 1981.

THE SECOND THEREOF: All that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, and consisting of 47 acres, and being the same premises which A.D. Cowdrick, Treasurer of the County of Clearfield, conveyed to David M. Loder by deed dated the 29th day of March 1932 and which deed is recorded in Deed Book 308, Page 72.

EXCEPTING AND RESERVING, therefrom, the following parcels of land:

First: The conveyance from David M. Loder and Laura E. Loder, his wife, to Bassie M. Bumbarger dated the 10th day of May 1934 and recorded in Deed Book 310, Page 265.

Second: The conveyance from David M. Loder and Laura E. Loder, his wife, to C.E. Williams and Bessie V. Williams, his wife, Trustees for Syble June Williams and Charley Edward Williams, dated the 22nd day of June 1937 and recorded in Deed Book 314, Page 209.

Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.

Being the same premises which vested in George W. Bock and Edna M. Bock, his wife, by deed from David M. Loder, widower, dated May 26, 1944, and recorded in Clearfield County Deed Book 359, at Page 307, on June 6, 1944. George W. Bock departed this life on January 29, 1981.

PROPERTY BEING: RR 1 BOX 199

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel .

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 3/2/16

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101308
NO: 06-336-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. S/B/M/
vs.
DEFENDANT: DARICE JOY-BOCK

COPY

SHERIFF RETURN

NOW, March 20, 2006 AT 10:16 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARICE JOY-BOCK DEFENDANT AT 2721 SHILOH ROAD aka RR#1 BOX 199, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARICE JOY-BOCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101308
NO: 06-336-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. S/B/M/
vs.
DEFENDANT: DARICE JOY-BOCK

SHERIFF RETURN

NOW, March 20, 2006 AT 10:16 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARICE JOY-BOCK DEFENDANT AT 2721 SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARICE JOY-BOCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

EXHIBIT D

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

One Penn Center at Suburban Station - Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Attorney for Plaintiff

ATTORNEY FILED
PLEASE RETURN

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE,
INC.
5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703

Plaintiff,

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

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

NO. 2006-336-ED

APR 28 2006

Attest.

[Signature]
Prothonotary/
Clerk of Courts

ATTORNEY FILED
PLEASE RETURN

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

TO THE OFFICE OF THE PROTHONOTARY:

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

As set forth in the Complaint	\$ 45,186.91
Interest - 3/3/06 TO 4/27/06	\$451.36
TOTAL	<u>\$ 45,638.27</u>

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

[Signature]
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: _____

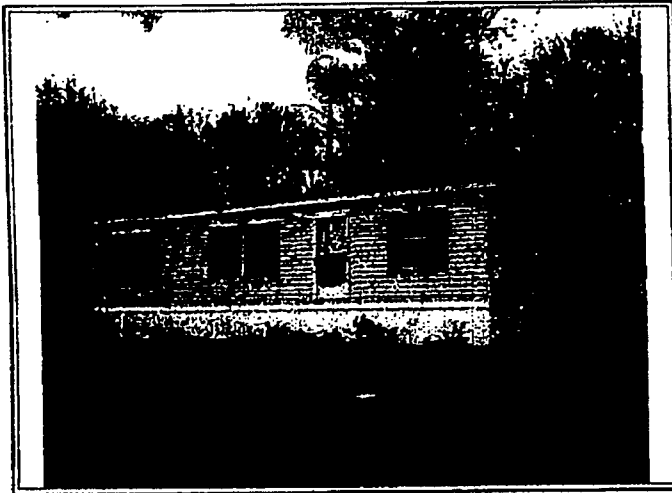
PRO PROTHY

PHS # 131782

EXHIBIT E

EXHIBIT F

APPRAISAL OF



SINGLE FAMILY MANUFACTURED DWELLING - SUMMARY REPORT

LOCATED AT:

RR #1, Box 199
Woodland, PA 16881

FOR:

CSB Bank
434 State Street, P.O. Box 29
Curwensville, Pa 16833

BORROWER:

Derice Joy Bock

AS OF:

October 25, 2001

BY:

John E. West CPE, CREA, RL-000292-L

JACK WEST REALTY
Real Estate Appraiser

File No. Bockd#4

October 25, 2001

Mike Ryan
CSB Bank
434 State Street, P.O. Box 29
Curwensville, Pa 16833

File Number: Bockd#4

Dear Mike,

In accordance with your request, I have personally inspected and appraised the real property at:

RR #1, Box 199
Woodland, PA 16881

The purpose of this appraisal is to estimate the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the estimated market value of the property as of October 25, 2001 is:

\$60,000
Sixty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely,



John E. West CPE, CREA, RL-000292-L

Residential Appraiser

jew

File No. Bock#4

Form No. 501 (Rev. 1-6-64)

SUMMARY APPRAISAL REPORT

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. Bock#4

Valuation Section

ESTIMATED SITE VALUE: SAC @ 2000 Expense @ 1000 = \$ 14,800
 ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:
 Dwelling 984 Sq. Ft. @ \$ 44.44 = \$ 43,729
 Bsmnt. 0 Sq. Ft. @ \$ = 0
 Deck = 500
 Garage/Carport Sq. Ft. @ \$ = 0
 Total Estimated Cost New = \$ 44,229
 Less 45 Physical Functional External Est. Remaining Econ. Lfr: 45
 Depreciation 0% 0 0 = \$ 0
 Depreciated Value of Improvements = \$ 44,229
 "As-is" Value of Site Improvements = \$ 2,000
 INDICATED VALUE BY COST APPROACH = \$ 61,000

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property):
 The Marshall & Swift Residential Cost Handbook was used to establish the replacement cost. Land values were estimated based upon the appraiser's knowledge of prior land sales in the subject neighborhood and similar neighborhoods.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
RR #1, Box 199		R R #3, Box 261	261 Walnut Street	209 Caroline Street
Address Woodland		Curwensville	Philpsburg	Curwensville
Proximity to Subject		10 Miles	5 Miles	10 Miles
Sales Price	\$ N/A	\$ 63,000	\$ 72,190	\$ 76,000
Price/Gross Liv. Area	\$ 0.00 @	\$ 49.80 @	\$ 42.97 @	\$ 42.65 @
Date and/or Verification Sources	Inspection Public Record	Inspection/MLS Public Record	MLS Public Record	MLS Public Records
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	N/A	Conventional	Conventional	Conventional
	None	None	Credit to Buyer -2,190	None
Date of Sale/Time	N/A	8/6/2001	4/12/01	05/03/2001
Location	Rural	Rural	Urban	Subdivision
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	9.753 Acres	2 Acres -2,000	0.57 Acre +5,000	100' X 135' +5,000
View	Average	Average	Average	Average
Design and Appeal	Ranch/Mfg.	Ranch/Mfg.	Ranch/Mfg.	Ranch/Mfg.
Quality of Construction	Average	Average	Superior -3,610	Superior -3,800
Age	2000	1977 +6,300	1993	1996
Condition	Average	Average	Average	Average
Moore Grade	5: 3: 2.00	6: 3: 2.00	6: 3: 2.00	7: 3: 2.00
Reason Count	10			
Gross Living Area	984 Sq. Ft.	1,265 Sq. Ft. -2,800	1,680 Sq. Ft. -7,000	1,762 Sq. Ft. -8,000
Basement & Finished	None	Full -4,000	None	None
Basement Below Grade	N/A	Unfinished	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Oil FWA	Oil FWA	Oil FWA	Gas FWA/ C. Air -1,500
Energy Efficient Items	Average	Average	Average	Average
Garage/Carport	None	1 Car Basement -1,000	1 Car Garage -3,000	1 Car Attached -3,000
Porch, Patio, Deck	Deck	Porch -1,000	Porch -1,000	Porch -1,000
Fireplace(s), etc.	None	None	None	None
Fence, Pool, etc.	None	None	Equal	None
Kitchen/Bath	Modern	Modern	Modern	Modern
Net Adj. (total)		\$ 4,500	\$ 11,800	\$ 15,300
Adjusted Sales Price of Comparable		Gross: 27.1% Net: -7.1% \$ 58,500	Gross: 30.2% Net: -18.3% \$ 60,390	Gross: 33.3% Net: -20.1% \$ 60,700

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): See Attached Addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	Not Sold	Not Sold	Not sold	Not Sold

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
 The subject property is not for sale at this time, but has been purchased in July 2000. The home was purchased for \$41,877 and placed on the owners property. The land was inherited in 1985.

INDICATED VALUE BY SALES COMPARISON APPROACH = \$ 60,000
 INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.
 Conditions of Appraisal: This appraisal assumes competent, professional marketing with a reasonable time to sell. No value is assigned to furnishings except listed appliances.

Final Reconciliation: The Market Approach to Value, which best reflects the actions of buyers & sellers in the marketplace has been given the most emphasis with support afforded by the Cost Approach. The Income Approach is not applicable since the typical home purchase is not based on net income.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and listing conditions, and market value definition that are stated in the attached Freddie Mac Form CDR-Form 1004B (Revised)

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF October 25, 2001 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 60,000

APPRaiser: John E. West SUPERVISORY APPRAISER (ONLY IF REQUIRED):
 Signature: John E. West Signature: _____
 Name: John E. West CPE, CREA, RL-000292-L Name: _____
 Date Report Signed: October 30, 2001 Date Report Signed: _____
 State Certification #: RL-000292-L State PA State Certification #: _____
 Or State License #: _____ Or State License #: _____

SUMMARY APPRAISAL REPORT

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. Bock#4

Supplemental Valuation Section

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
RR #1, Box 199		811 Brisbin Street		
Address	Woodland	Houtzdale		
Proximity to Subject		9 Miles		
Sales Price	\$ N/A	\$ 55,000	\$	\$
Price/Gross Ltr. Area	\$ 0.00	\$ 37.77	\$	\$
Date and/or Verification Source	Inspection Public Record	MLS Records Public Record		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION *(\$)	DESCRIPTION *(\$)	DESCRIPTION *(\$)
Sales or Financing Conditions	N/A	Cash		
	None	None		
Date of Sale/Time	N/A	11/16/00		
Location	Rural	Inferior +2,800		
Lot/Land/Fee Simple	Fee Simple	Fee Simple		
Size	9.753 Acres	0.48 Acre +5,000		
View	Average	Average		
Design and Appeal	Ranch/Mfg.	Ranch/Mfg.		
Quality of Construction	Average	Average		
Age	2000	1989 +2,750		
Condition	Average	Average		
Above Grade	Total: 3: 2.00	Total: 6: 3: 2.00	Total: 6: 3: 2.00	Total: 6: 3: 2.00
Room Count	984 Sq. Ft.	1,458 Sq. Ft.	-4,700	Sq. Ft.
Gross Living Area	984 Sq. Ft.	1,458 Sq. Ft.	-4,700	Sq. Ft.
Basement & Finished	None	None	0	
Room Below Grade	N/A	N/A		
Functional Utility	Average	Average		
Heating/Cooling	Oil FWA	Oil HW		
Energy Efficient Items	Average	Average		
Garage/Carport	None	None		
Porch, Patio, Deck, Fireplace(s), etc.	Deck	Porch		
Fence, Post, etc.	None	None		
Kitchen/Bath	Modern	Modern		
Net Adj. (total)		[X] + [] - :\$ 5,850	[X] + [] - :\$ 0	[X] + [] - :\$ 0
Adjusted Sales Price of Comparable		Gross: 27.7% Net: 10.6% \$ 60,850	Gross: 0.0% Net: 0.0% \$ 0	Gross: 0.0% Net: 0.0% \$ 0

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Date, Price and Date Source for prior sales within year of appraisal	Not Sold	Not Sold		

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:

ADDENDUM

Borrower: Darice Joy Beck		File No.: 80034
Property Address: RR #1, Box 150		Case No.:
City: Woodland	State: PA	Zip: 16881
Lender: CSB Bank		

Cost Approach Comments

Comments on Sales Comparison

All sales are the most recent, closest, similar, closed sales discovered as of the date of appraisal and are considered to be good indicators of value. After variation adjustments, a value range of \$58,500 to \$80,850 is indicated. Sale #1 required large adjustment for basement and sales #2 & 3 required large adjustments for the size. There are few manufactured homes and homes sold in the county. A search of the Clearfield/Jefferson Counties MLS and Public records revealed no better comparables for the subject property. I feel all of the comparable sales are of similar quality and would attract the same buyers in the market. All of the homes have had typical maintenance and would compete well in the open market as average condition.

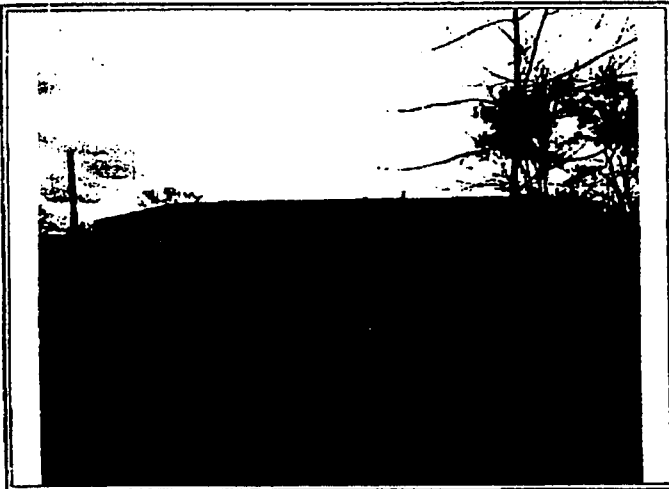
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Darice Joy Beck		No.: Bock#4	
Property Address: RR #1, Box 199		Case No.:	
City: Woodland	State: PA	Zip: 16881	
Lender: CSB Bank			



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: October 25, 2001
Appraised Value: \$ 80,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Darice Joy Bock		No.: Bock#4	
Property Address: RR #1, Box 189		Case No.:	
City: Woodland	State: PA	Zip: 18881	
Lender: CSB Bank			



COMPARABLE SALE #1

RR #3, Box 261
Curwensville
Sale Date: 8/6/2001
Sale Price: \$ 63,000



COMPARABLE SALE #2

261 Walnut Street
Philpsburg
Sale Date: 4/12/01
Sale Price: \$ 72,190



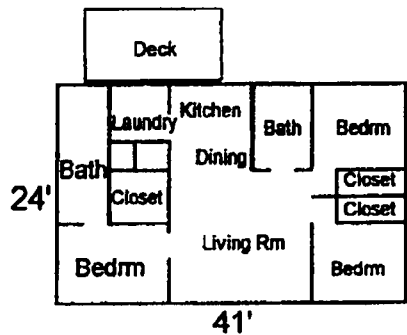
COMPARABLE SALE #3

209 Caroline Street
Curwensville
Sale Date: 05/03/2001
Sale Price: \$ 76,000

FLOORPLAN

Borrower: Darice Joy Bock
 Property Address: RR #1, Box 189
 City: Woodland
 Lender: CSB Bank

File No.: Bock#4
 Case No.:
 State: PA Zip: 18881



Sketch by Apex IV Windows™

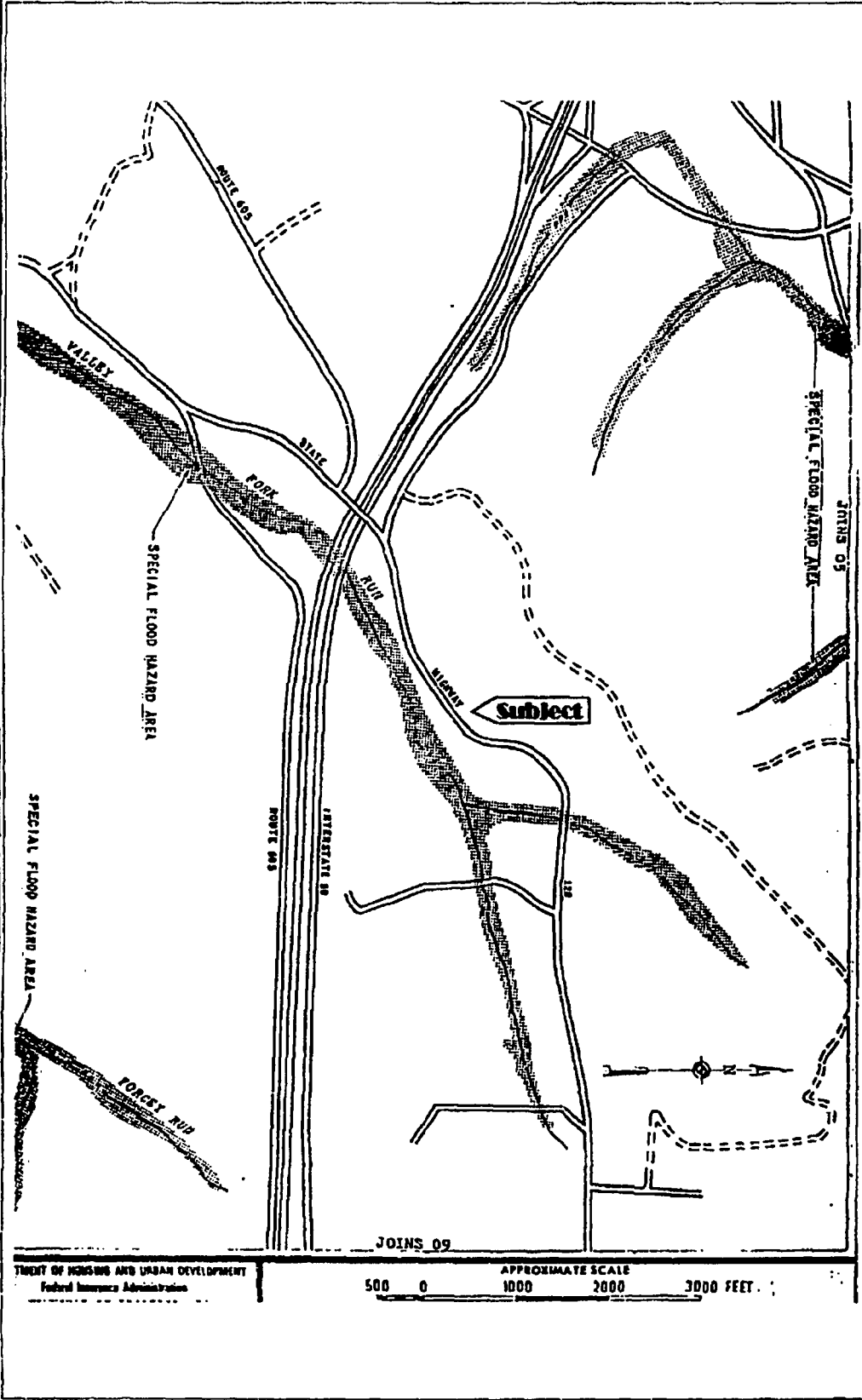
AREA CALCULATIONS SUMMARY			
Code	Description	Size	Totals
0001	First Floor	984	984
2/7	Deck	120	120
TOTAL LIVABLE (rounded)			984

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor	24 x 41	984
1 Area Total (rounded)		984

FLOOD MAP

Borrower: Darice Joy Bock
 Property Address: RR #1, Box 199
 City: Woodland
 Lender: CSB Bank

File No.: Bock#4
 Case No.:
 State: PA Zip: 16881



Borrower: Darice Joy Bock

File No.: Bock84

Property Address: RR #1, Box 199

Case No.:

City: Woodland

State: PA

Zip: 16881

Lender: CSB Bank

1015-78

N.Y.S.

Set by the Philadelphia Co., Philadelphia, Pa. 1908

This Indenture,

MADE this 10th day of May in the year of our Lord, thousand and eighty-five (1985)

BETWEEN DONALD CALVIN BOCK, of 732 Elm Street, Leary, Hudson County, New Jersey, individually and as Executor of the Estate of MARILYN BOCK, a/k/a MARA M. (HARRIS) BOCK, deceased; and DARICE JOY BOCK, single, of R.D. #1, Box 199, Woodland, Clearfield County, Pennsylvania, individually; parties of the first part, Grantors,

AND

DARICE JOY BOCK, of R.D. #1, Box 199, Woodland, Clearfield County, Pennsylvania, party of the second part, Grantee.

WHEREAS, the said MARILYN BOCK, a/k/a MARA M. (HARRIS) BOCK, deceased in her lifetime lawfully seized, in fee (it is believed), of and in a certain lot or piece of ground, together with the buildings and improvements thereon erected situate in the Township of Bradford, County of Clearfield, State of Pennsylvania more particularly described hereinafter; and being so thereof seized, departed this life on April 7, 1981, having first made her last will and testament in writing, dated March 3, 1979, duly probated and registered in the Office of the Register of Wills of Clearfield County on August 12, 1981 in Will Book Number 43, Page 825, as an examination thereof will more fully reveal, wherein and whereby, inter alia, she ordered and directed that the real estate owned by her be vested in her son, Donald Calvin Bock, and her daughter, Darice Joy Bock, and not be sold without the written consent and joinder of both said joint owners;

AND WHEREAS, Letters Testamentary were issued to the said Donald Calvin Bock on the 12th day of August, 1981,

NOW THIS INDENTURE WITNESSETH That the said Donald Calvin Bock, Executor

for and in consideration of the sum of ONE AND NO HUNDRETHS (\$1.00)

Dollars,

lawful money of the United States, to them well and truly paid by the said Grantee:

as and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by her, late deceased, husband, said deceased, ordered and directed, and by these presents do give, bargain, sell, alien, convey and confirm unto the said Grantee, her heirs

and assigns.

all those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

Borrower: Darice Joy Bock
Property Address: RR #1, Box 189
City: Woodland
Lender: CSB Bank

File No.: Bock#4

Case No.:

State: PA

Zip: 16881

va 1015-378

THE FIRST TRACT: BEGINNING at a chestnut stump, Northwest corner of lands formerly of David Dale; thence by same south eighty-six (86) degrees and fifteen (15) minutes east twenty hundred and fifty-eight (2058) feet to post; thence by same south six (6) degrees west six hundred and twenty (620) feet to post; thence by the same and land now or late of Joseph Knapp north eighty-five (85) degrees and forty-five (45) minutes west twenty hundred and eighty (2080) feet; thence by lands now or late of Edmund Dale north six (6) degrees and fifteen (15) minutes east six hundred and two (602) feet to stump and post and the place of beginning. Containing twenty-eight (28) acres and a half with the usual allowances.

EXCEPTING AND RESERVING any and all estates of record.

BEING the same premises which vested in George W. Bock and Edna M. Bock, husband and wife, by deed from David M. Loder and Laura E. Loder, his wife, dated September 11, 1937, and recorded in Clearfield County Deed Book 314, at Page 249. George W. Bock departed this life on January 29, 1981.

THE SECOND TRACT: All that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, and consisting of 47 acres, and being the same premises which A.D. Goodrich, Treasurer of the County of Clearfield, conveyed to David M. Loder by deed dated the 29th day of March 1932 and which deed is recorded in Deed Book 309, Page 72.

EXCEPTING AND RESERVING, therefore, the following parcels of land:

First: The conveyance from David M. Loder and Laura E. Loder, his wife, to Beattie M. Sumbarger dated the 10th day of May 1934 and recorded in Deed Book 301, Page 265.

Second: The conveyance from David M. Loder and Laura E. Loder, his wife, to C. E. Williams and Beulah V. Williams, his wife, Trustees for Syble Jane Williams and Charley Edward Williams, dated the 22nd day of June 1937 and recorded in Deed Book 314, Page 269.

Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.

BEING the same premises which vested in George W. Bock and Edna M. Bock, his wife, by deed from David M. Loder, widower, dated May 26, 1944, and recorded in Clearfield County Deed Book 359, at Page 387, on June 6, 1944. George W. Bock departed this life on January 29, 1981.

It is the intention of the Grantors, by this deed to transfer all real estate owned by the decedent to Darice Joy Bock outright free and clear of any claim or encumbrance by Duane Calvin Bock.

For the purpose of complying with the Act of July 15, 1937, P.L. 934, as amended, 32 P.S. 1551, 1552, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERMINES THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT RELEASE, EXEMPT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: RR #1, Box 199, Woodland, PA 16881

APPRAISER:Signature: Name: John E. West CPE, CRE, RI-000292-LDate Signed: October 30, 2001State Certification #: RI-000292-L

or State License #: _____

State: PAExpiration Date of Certification or License: June 30, 2003**SUPERVISORY APPRAISER (only if required)**

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

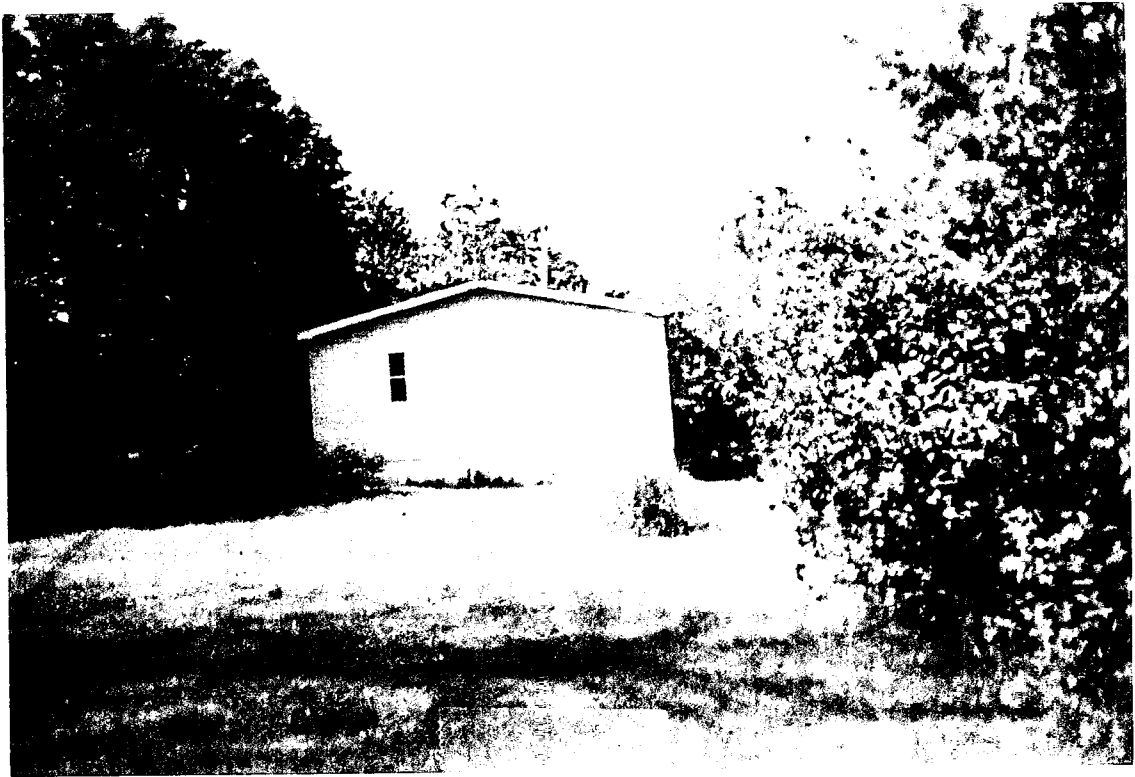
or State License #: _____

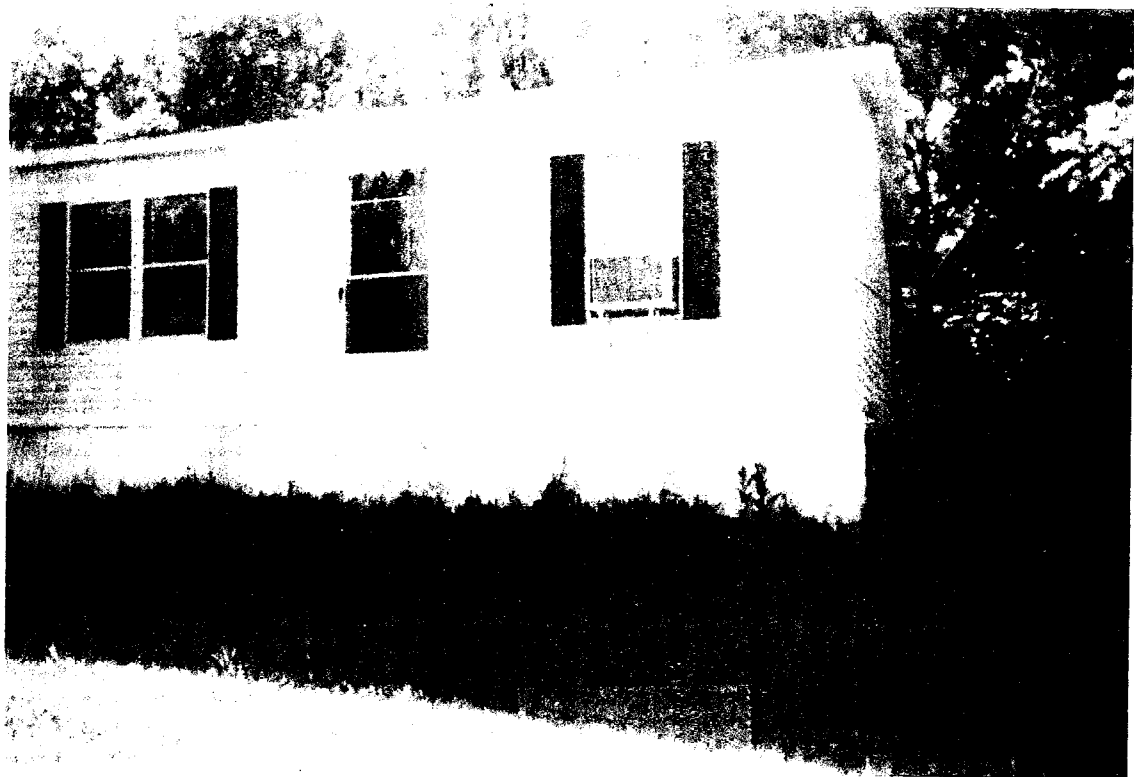
State: _____

Expiration Date of Certification or License: _____

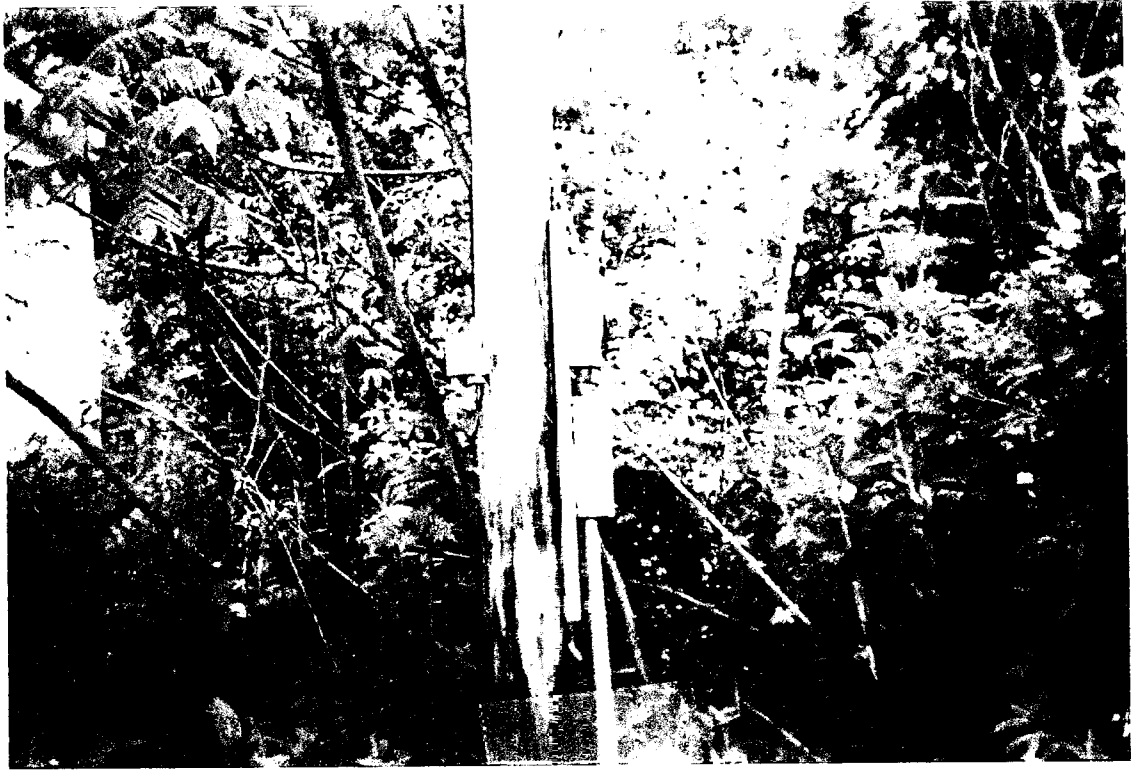
☐ Did ☐ Did Not Inspect Property

EXHIBIT G



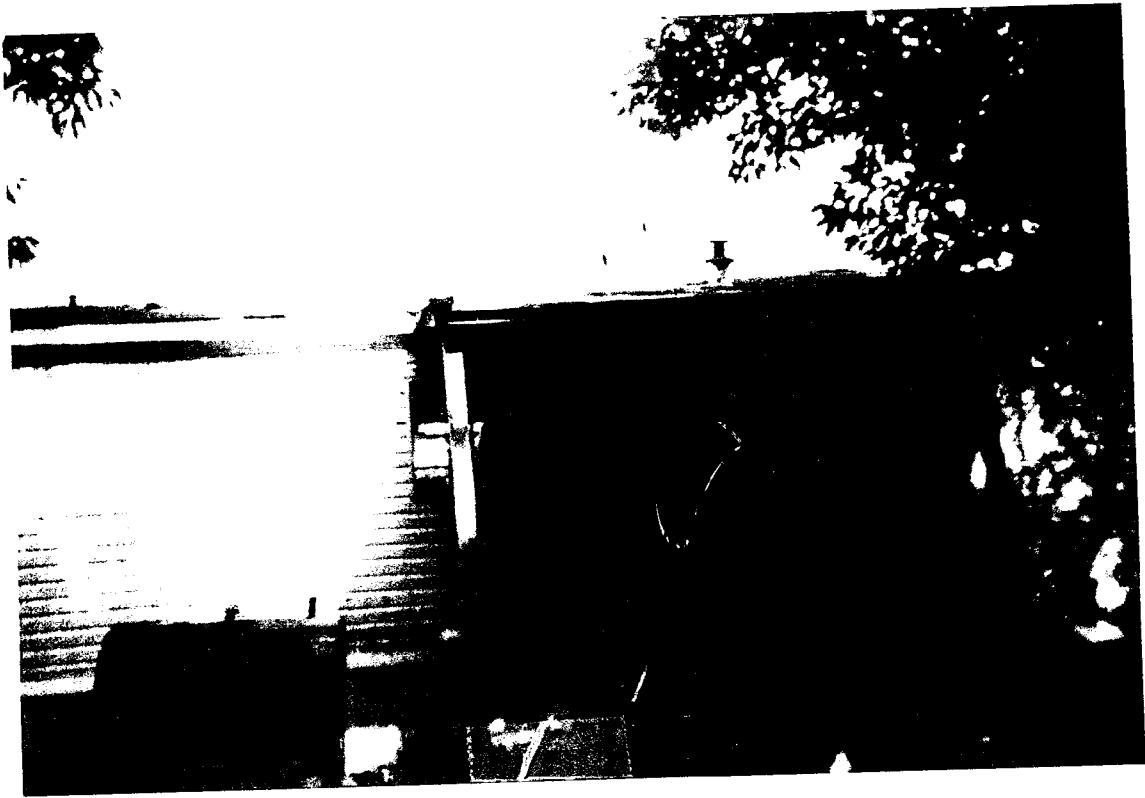


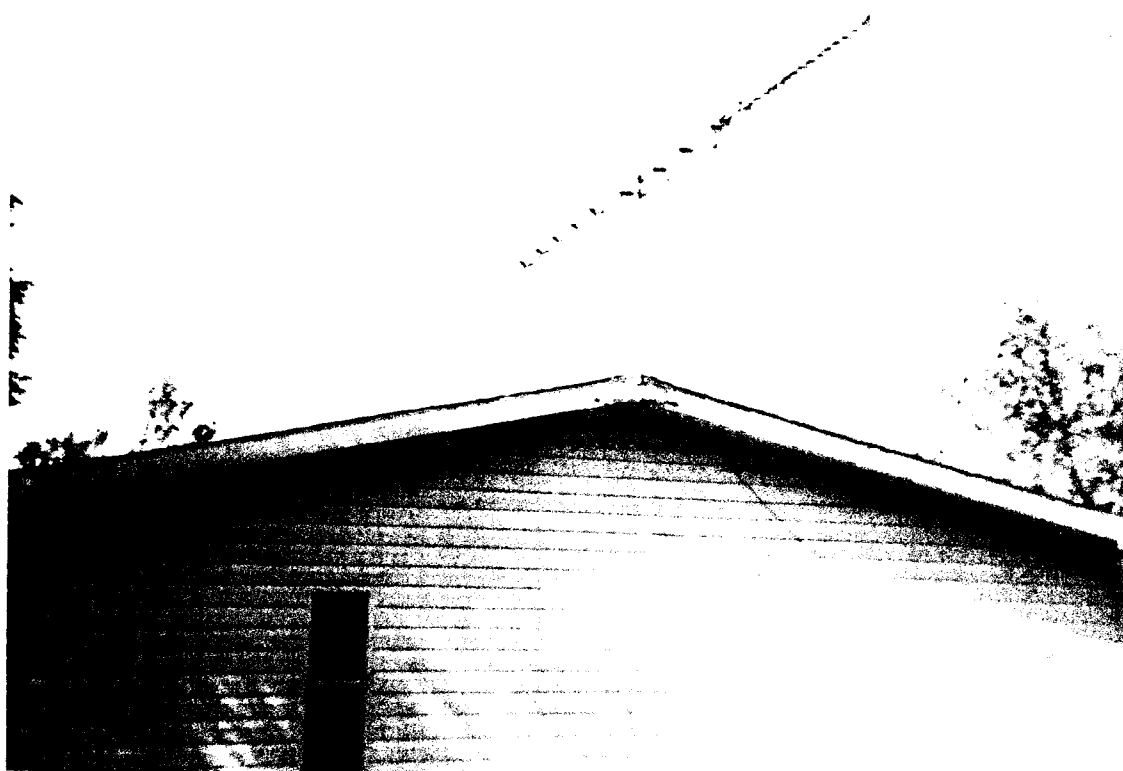




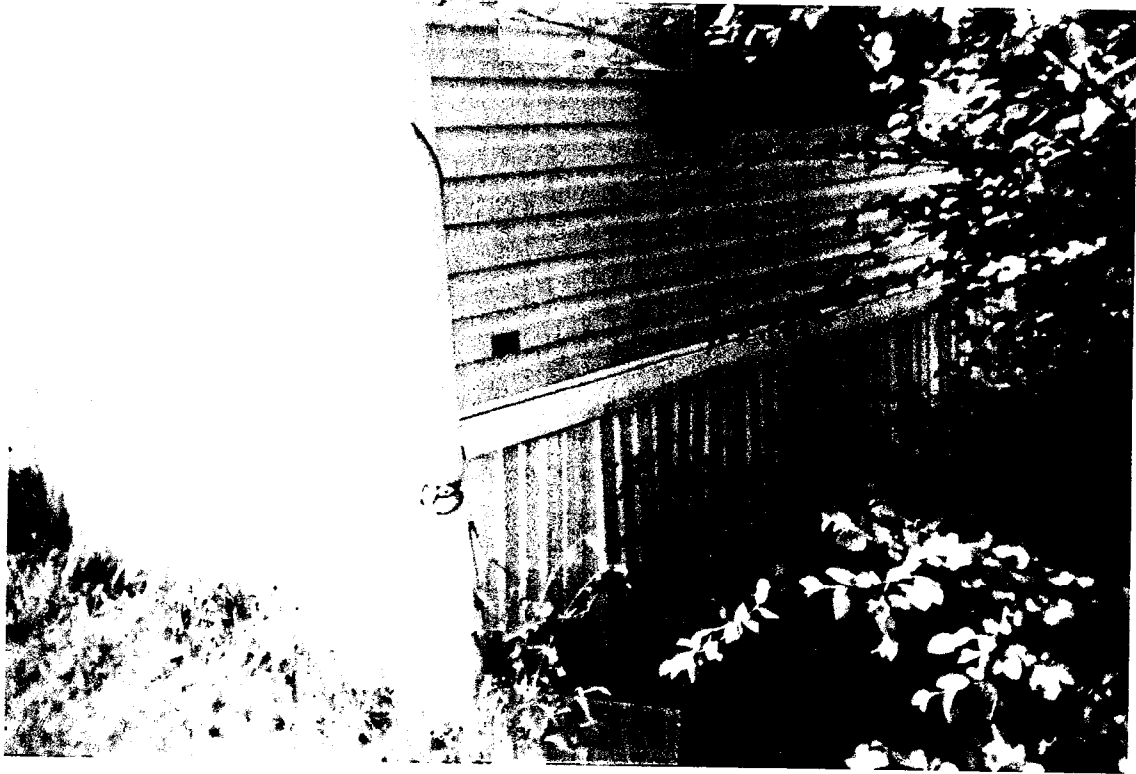












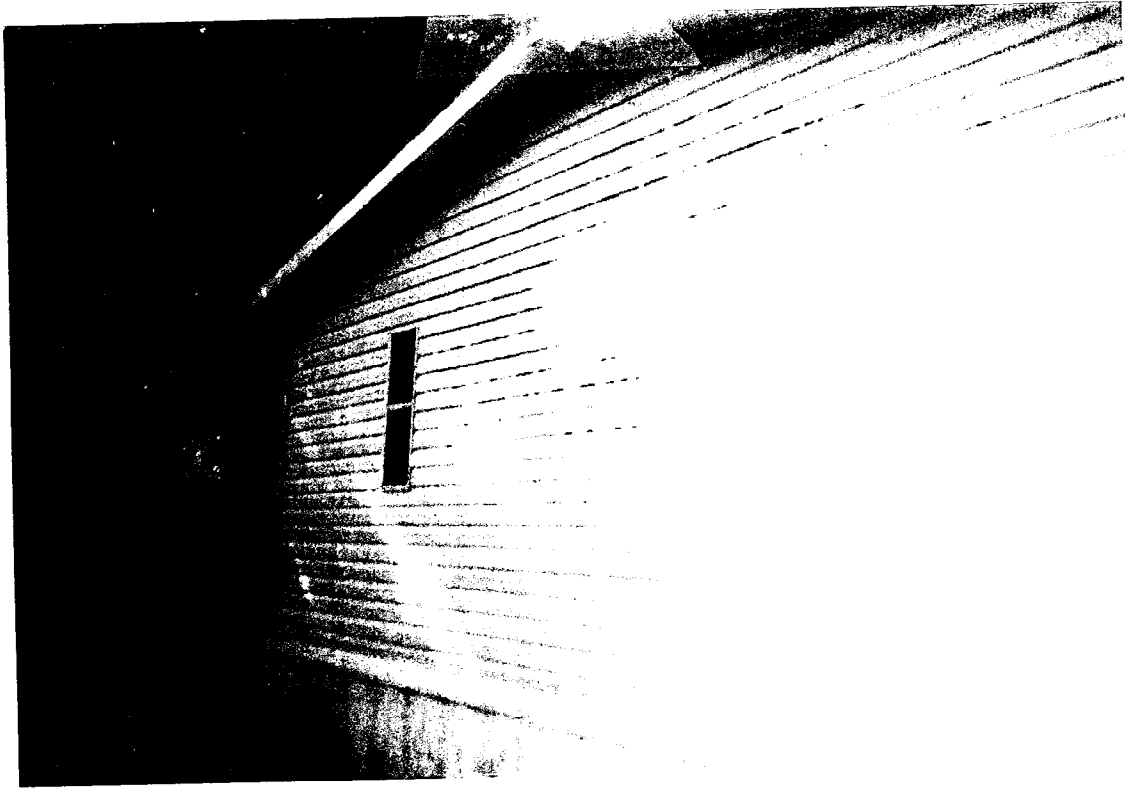


EXHIBIT H

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
6/23/06

FULL SPECTRUM LEGAL SERVICES,
400 FELLOWSHIP ROAD
SUITE 220
MT LAUREL NJ 08054-0000

061740703000123 003

CERTIFICATE & ATTESTATION

I hereby certify that Kurt J. Myers, Director of the Bureau of Motor Vehicles of the Department of Transportation, is the legal custodian of the Motor Vehicle Records of the Pennsylvania Department of Transportation.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS DEPARTMENT ON THE ABOVE DATE IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Allen D. Biehler

SECRETARY OF TRANSPORTATION

I hereby attest that the Bureau of Motor Vehicles has received your request for information. We are not able to provide this information because the record you requested, as indicated below, does not exist in our files. In compliance with your request, I certify that I have caused a search to be made of the files of the Department of Transportation.

NAME : JOY BOCK,DARICE

CERTIFIED IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA.
Consolidated Statutes.

Kurt J. Myers

KURT J. MYERS, DIRECTOR
BUREAU OF MOTOR VEHICLES

VERIFICATION

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion for Equitable Conversion to Real Property, and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATE: 7/6/06

PHELAN HALLINAN & SCHMIEG, LLP

BY: 

Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

CitiMortgage, Inc.,

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

5280 Corporate Drive, MS1011

Frederick, MD 21703

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 2006-336-CD

Darcie Joy-Bock

2721 Shiloh Road

Woodland, PA 16881

Defendant

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that true and correct copies of the foregoing Motion for Equitable Conversion to Real Property and Brief in support thereof, were served by regular mail on Defendants on the date listed below.

Darcie Joy-Bock

2721 Shiloh Road

Woodland, PA 16881

DATE: 7/6/06

PHELAN HALLINAN & SCHMIEG, LLP

BY: 

Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CitiMortgage, Inc.,
s/b/m to Principal Residential Mortgage, Inc.
5280 Corporate Drive, MS1011
Frederick, MD 21703
Plaintiff

: Court of Common Pleas
: Civil Division
: No. 2006-336-CD

vs.

Darcie Joy-Bock
2721 Shiloh Road
Woodland, PA 16881
Defendant

ORDER

AND NOW, this 10th day of July, 2006, upon consideration of Plaintiff's Motion for Equitable Conversion and any response thereto, it is hereby ORDERED and DECREED that the dwelling at R.R. #1 Box 199, a/k/a 2721 Shiloh Road, Woodland, PA 16881, Bradford Township with a tax parcel I.D. number of 106-008-000-22, Control #106052530, is equitably converted to real estate by way of this motion, and not subject to separation from land, and it is

ORDERED and DECREED that the Clearfield County Recorder of Deeds is hereby directed to accept a certified copy of this order for recording.

BY THE COURT


J.

FILED ^{1cc}
014:0001 Amy Bradford
JUL 10 2006
William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

JUL 10 2006

FILED

DATE: 7/10/06

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

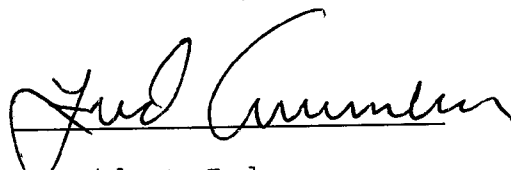
CITIMORTGAGE, INC. s/b/m to :
PRINCIPAL RESIDENTIAL MORTGAGE, :
INC. :
VS. : NO. 06-336-CD
DARICE JOY-BOCK :

O R D E R

AND NOW, this 18th day of July, 2006, upon agreement of the parties, it is the ORDER of this Court that the hearing scheduled this date is rescheduled for the 2nd day of October, 2006, at 9:00 a.m., in Courtroom No. 1, Clearfield County Courthouse, with estimated time of hearing to be thirty (30) minutes.

The Prothonotary shall note the entry of appearance of Robin Foor, Esquire, on behalf of the Defendants.

BY THE COURT,


President Judge

FILED
01/3:23/01
JUL 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty's:
Chota (on behalf
of Hallinan)
Foor (LP)

DATE: 7/18/06

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____. Special Instructions:

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 18 2006

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

CitiMortgage, Inc.,

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

5280 Corporate Drive, MS1011

Frederick, MD 21703

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 2006-336-CD

Darcie Joy-Bock

2721 Shiloh Road

Woodland, PA 16881

Defendant

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that a true and correct copy of the Court Order dated July 10, 2006, was served by regular mail on the Defendant on the date listed below.

Darcie Joy-Bock

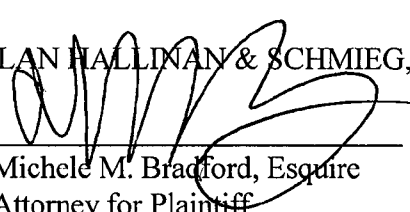
2721 Shiloh Road

Woodland, PA 16881

DATE: 7/19/06

PHELAN HALLINAN & SCHMIEG, LLP

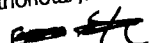
BY:


Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED

JUL 21 2006

21/12:30/21
William A. Shaw
Prothonotary/Clerk of Courts


1 COPY TO ATT

FILED
m/10-5861
JUL 31 2006
19C
J

SALE DATE: AUGUST 4, 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

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

No.: 2006-336-CD

vs.

DARICE JOY-BOCK

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at:

RR 1 BOX 199, WOODLAND, PA 16881.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Amended Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.



DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

July 28, 2006

CITIMORTGAGE, INC., S/B/M TO
PRINCIPAL RESIDENTIAL MORTGAGE,
INC.
5280 CORPORATE DRIVE MS 1011
FREDERICK, MD 21703

Plaintiff,

v.

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2006-336-CD
:
:
:
:
:
:

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No.1)**

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.,
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, 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
RR 1 BOX 199, WOODLAND, PA 16881.

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

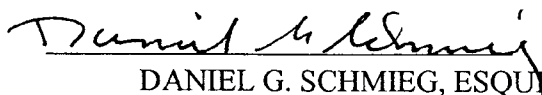
NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
DARICE JOY-BOCK	2721 SHILOH ROAD WOODLAND, PA 16881

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
Same as Above	

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

7/27/06
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CIVIL DIVISION

Plaintiff,

V.

NO. 2006-336-CD

DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

Defendant(s).

AFFIDAVIT PURSUANT TO RULE 3129

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.,
Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, 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
RR 1 BOX 199, WOODLAND, PA 16881.

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

NAME _____

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

5. Name and address of every other person who has any record lien on the property:

NAME _____

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the Sale:

NAME _____

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

None

- | | |
|------|---|
| NAME | LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.) |
|------|---|

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

RR 1 BOX 199
WOODLAND, PA 16881

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

**DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105**

7/27/06
Date

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

DATE: _____

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

v.

DARICE JOY-BOCK

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

OWNER(S): DARICE JOY-BOCK

**PROPERTY: RR 1 BOX 199
WOODLAND, PA 16881**

Improvements: Residential Property

CLEARFIELD COUNTY

NO.: 2006-336-CD

Judgment Amount: \$45,638.27

The above-captioned property is scheduled to be sold at the **CLEARFIELD** Sheriff's Sale on August 4, 2006 at 10:00 P.M. in CLEARFIELD County Courthouse, 1 North 2nd Street, Ste. 116, Clearfield, PA 16830.

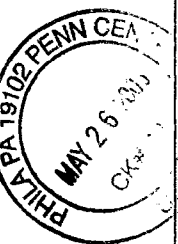
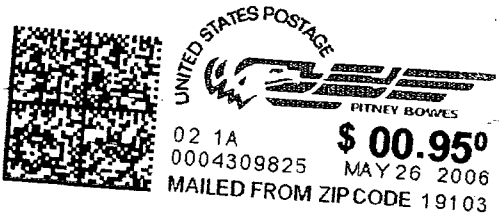
Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to **CONTACT YOUR OWN ATTORNEY**, as we are not permitted to give you legal advice.

The Sheriff will file a schedule of Distribution on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

CQS

Name and Address of Sender → **CQS**
PHILAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

Line	Article Number	Name of Addressee, Street, and Post Office Address	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	Total Number of Pieces Listed by Sender	Fee
1		TENANT/OCCUPANT RR. 1 BOX 199 WOODLAND, PA 16881				
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830				
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105				
4						
5						
6						
7						
8						
9						
10						
11						
12		Re: DARICE JOY-BOCK				
KAZ TEAM 4 131782 The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.						



CA

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

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

vs.

Darice Joy-Bock,
Defendant

*
*
*
* NO.: 06-336-CD
*
* Type of Case: Civil
*
* Type of Pleading: Petition to Stay
* Sheriff Sale and Objections to
* Attorneys Fees and Costs
*
* Filed on Behalf of: MidPenn Legal
* Services
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

FILED 4cc
07/11/2006
JUL 27 2006
Any Foor
William A. Shaw
Prothonotary/Clerk of Courts

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

Citimortgage, Inc. s/b/m to	:
Principal Residential Mortgage	:
Plaintiff	:
	:
vs.	: NO. 06-336-CD
	:
Darice Joy-Bock	:
Defendant	:

PETITION TO STAY SHERIFF'S SALE OF PROPERTY
AND OBJECTIONS TO ATTORNEY'S FEES AND COSTS

Petitioner, Darice Bock by and through her attorneys, Robin Jean Foor, Esquire and MidPenn Legal Services requests the court to stay the Sheriff Sale of Petitioner's residence and objects to the claimed attorneys fees and costs and alleges as follows:

1. The underlying mortgage in this case is covered by Act 6, 41 P.S. 101 et seq.
2. Under 41 P.S. 404, petitioner has the right to cure the default up until one hour before the scheduled Sheriff Sale.
3. 41 P.S. 404(b)(3) specifies that the amount to cure the default shall include reasonable fees specified in section 406 and reasonable costs actually incurred to the date of payment.
4. 41 P.S. 406(2) specifies that a mortgage lender can charge the mortgage debtor reasonable attorney fees that are actually incurred.
5. In June, 2006, mortgage lender's attorneys provided the petitioner with a reinstatement figure of eight thousand four hundred and seventy-four dollars and sixty-five cents(\$8474.65). That figure was good until June 23, 2006 and

included four thousand nine hundred seventy dollars and sixty-seven cents (\$4970.67) in attorneys fees and costs. This document is attached as Exhibit A

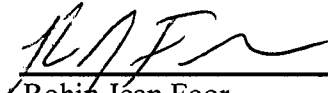
6. On July 11, 2006 petitioner sent the mortgage lender nine thousand two hundred and fifty dollars (\$9250.00), calculating that amount would be more than adequate to cure the default. Acknowledgement of receipt attached as Exhibit B.
7. On July 14, 2006, lender's attorneys sent a re-instatement demand of eleven thousand one hundred and ninety seven dollars and twenty-one cents (\$11,197.21) including seven thousand two hundred seventy-one dollars and five cents (\$7271.05) in attorney's fees and costs. This document is attached as Exhibit C.
8. This foreclosure action is one in which a default judgment was taken and no answer or objections were filed previous to the current filing.
9. Lender filed a bill of costs listing the actual cost of three hundred thirty-three dollars (\$333). It is attached as Exhibit D.
10. The advance costs to the sheriff for a sale of real property are two thousand five hundred dollars (\$2500) and any unused moneys are reimbursed if no sale is held.

WHEREFORE, the petitioner requests the court to

- a. stay the Sheriff's sale; and
- b. determine the amount of reasonable attorneys' fees and costs that may be charged by the lender on Act 6; and

- c. order the lender to reinstate the mortgage as required when cured under Act 6;
and
- d. order the lender to credit the petitioner with a prepayment for any amount in
excess of the cure amount that petitioner has previously paid to the lender.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'R. J. Foor', is written over a horizontal line.

Robin Jean Foor
Attorney for Defendant
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

EXHIBIT A

**PHELAN HALLINAN & SCHMIEG, LLP**

One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax (215) 568-0719
Email: FCRresolution@fedphe.com

Kristen Foley
Legal Assistant Ext. 1219

Representing Lenders in
Pennsylvania & New Jersey

Reinstatement Figure

NAME:	Joy-Bock, Darice	ACCT. #:	3660387
DATE:	6/7/06		Good Through 6/23/06

Payments Due	\$3,186.70
Late Fees	\$159.28
Property Inspections	\$63.00
BPO/ Appraisals	\$95.00

Attorney Costs	\$3,479.50
Attorney Fees	\$1,325.00
Sheriff Commission	\$166.17

TOTAL**\$8,474.65**

\$9250

PLEASE READ THE ATTACHED LETTER BEFORE SUBMITTING ANY PAYMENTS!

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

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.

EXHIBIT B

**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400

1617 JFK Boulevard

Philadelphia, PA 19103-1814

P) 215-563-7000

F) 215-568-0719

fcresolution@fedphe.com

Michael Ortiz
Legal Assistant Ext. 1506

Representing Lenders in
Pennsylvania & New Jersey

Reinstatement Figure

NAME:	Joy-Bock, Darice	ACCT. #:	3660387
DATE:	7/14/06		Good Through 07/28/06

Payments Due	\$3,476.40
Late Charges	\$173.76
Property Inspections	\$181.00
BPO Fee	\$95.00
Funds Advanced for Attorney Cost & Fees	\$4,469.50

Outstanding Attorney Cost & Fees	\$2,582.00
Sheriff's Commission	\$219.55

TOTAL**\$11,197.21**

**PLEASE READ THE ATTACHED LETTER BEFORE SUBMITTING
PAYMENT!**

PLEASE SUBMIT THIS FORM ALONG WITH YOUR PAYMENT!

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

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.

EXHIBIT C

**PHELAN HALLINAN & SCHMIEG, LLP**

Suite 1400
1617 JFK Boulevard
Philadelphia, PA 19103-1814
P) 215-563-7000
F) 215-568-0719
fcresolution@fedphe.com

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Laura Robbins	Michael Ortiz
ATTENTION:	DATE:
	7/14/2006
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
1-814-238-9504	4
RE-	LOAN NUMBER-:
Joy-Bock, Darice	3660387

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

Please see attached reinstatement figure good through 07/28/06.

Please note that we have received funds in the of \$9,250. Please forward the remaining balance of \$1,947.21 by 07/28/06.

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

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.

EXHIBIT D

REAL ESTATE SALE
B. FOR COSTS FOR WRIT OF EXECUTIO.

NO. 06-336-CD

PHELAN HALLINAN & SCHMIEG, LLP
ONE PENN CENTER@SUBURBAN STATION
PHILADELPHIA, PA. 19103
2155637000

CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.
VS
DARICE JOY-BOCK

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	4.45
LEVY	15.00
MILEAGE	4.45
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$208.58
NOT INCLUDING	
COMMISSIONS	

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	45,638.27
INTEREST @ 7.5000	60.00
FROM 07/27/2006 TO 08/04/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$45,718.27
COSTS:	
SHERIFF COSTS	208.58
PROTHONOTARY	125.00
TOTAL COSTS	\$333.58

PAYMENT OF THIS BILL IN FULL UPON PRESENTATION WILL STOP THE ACTION AND POSSIBLY ELIMINATE PART OF THE COSTS LISTED.

CHESTER A. HAWKINS, Sheriff

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: NO. 06-336-CD

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ORDER

AND NOW, this 28th day of July, 2006, upon consideration of Defendant's Petition to Stay Sheriff Sale and Objections to Attorney's Fees and Costs, it is ORDERED that a hearing be held in this matter on the 1st day of September, 2006 at 9:00 o'clock A.m. in Courtroom # 1, Clearfield County Courthouse, 1 North Second Street, Clearfield, PA 16830.

The Sheriff Sale scheduled in this matter is stayed until further order of this court.

By the Court,

By the Court,



Fredric J. Ammerman, President Judge

4 CC Any Floor

ICC Shff

W/out memo
(ok)

FILED

JUL 31 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/31/06

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

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

vs.

Darice Joy-Bock,
Defendant

*
*
*
* NO.: 06-336-CD
*
* Type of Case: Civil
*
* Type of Pleading: Praeipie to Withdraw
* Petition to Stay
* Sheriff Sale and Objections to
* Attorneys Fees and Costs
*
* Filed on Behalf of: Darice Joy-Bock
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

FILED 2cc
012:58601 Amy Foor
AUG 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Citimortgage, Inc. s/b/m to	:
Principal Residential Mortgage	:
Plaintiff	:
	:
vs.	: NO. 06-336-CD
	:
Darice Joy-Bock	:
Defendant	:

PRAECIPE TO WITHDRAW PETITION

TO PROTHONOTARY:

Please withdraw the Petition to Stay Sheriff's Sale and Objections to the Attorney's Costs and Fees filed in the above captioned matter.

Respectfully Submitted,



Robin Jean Foor
Attorney for Darice Joy-Bock

PHELAN HALLINAN & SCHMIEG, LLP

Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

ATTORNEY FOR PLAINTIFF

Plaintiff
vs.

Darice Joy-Bock

Defendant(s)

: Court of Common Pleas
: Civil Division

: Clearfield County

: No. 2006-336-CD

PRAECIPE

TO THE PROTHONOTARY:

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

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

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

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

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

Date: 8/21/06

Francis S. Hallinan
Francis S. Hallinan
Attorney for Plaintiff

PHS # 131782

FILED 1cc + 1 Cert of
0/3:30 am ~~not~~ issued to
AUG 23 2006 Atty Hallinan
(U) WATOCIA
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

215-563-7000

Fax: 215-563-4491

victoria.snigareva@fedphe.com

Victoria Snigareva- Ext. 1363
Litigation Department

Representing Lenders in
Pennsylvania and New Jersey*

August 21, 2006

Office of the Prothonotary
Clearfield County Courthouse
One North 2nd Street
Clearfield, PA 16830

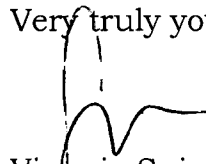
RE: GMAC Mortgage Corporation
vs. Darice Joy-Bock
Clearfield County, CCP, No. 2006-336-CD

Dear Sir/Madam:

Enclosed for filing is Plaintiff's Praecipe. Please file the Praecipe and return a time-stamped copy of each in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Very truly yours,



Victoria Snigareva, Legal Assistant
encl.

cc: Robin Jean Foor, Esquire

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Citimortgage, Inc.

Vs.

No. 2006-00336-CD

Darice Joy-Bock

CERTIFICATE OF DISCONTINUATION

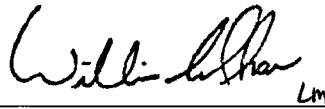
Commonwealth of PA
County of Clearfield

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 August 23, 2006, marked:

Discontinued and ended without prejudice

Record costs in the sum of \$125.00 have been paid in full by Francis S. Hallinan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of August A.D. 2006.



William A. Shaw, Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP

By: Michele M. Bradford, Esquire

Identification No. 69849

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

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

Residential Mortgage, Inc.

Attorney for Plaintiff

Plaintiff

vs.

Darice Joy-Bock

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 2006-336-CD

PRAECIPE TO WITHDRAW MOTION TO REASSESS DAMAGES

TO THE PROTHONOTARY:

Plaintiff hereby withdraws the Motion to Reassesses Damages, which it filed on

June 21, 2006.

8/23/06
Date

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

FILED
m/11:34/61
AUG 25 2006
NO CC
GW

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

By: Michele M. Bradford, Esquire

Identification No. 69849

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

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Philadelphia, PA 19103-1814

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

Residential Mortgage, Inc.

Attorney for Plaintiff

Plaintiff

vs.

Darice Joy-Bock

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 2006-336-CD

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Praecipe to Withdraw its Motion to Reassesses Damages were sent via first class mail to the persons on the date listed below:

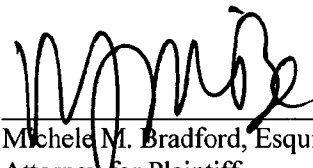
Darice Joy-Bock
RR 1 Box 199
Woodland, PA 16881

Darice Joy-Bock
2721 Shiloh Road
Woodland, PA 16881

Robin Foor, Esquire
Mid Penn Legal Services
211 East Locust Street
Clearfield, PA 16830

DATE: 8/23/06

By:


Michele M. Bradford, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20346
NO: 06-336-CD

PLAINTIFF: CITIMORTGAGE, INC., S/B/M TO PRINCIPAL RESIDENTIAL MORTGAGE, INC.
vs.
DEFENDANT: DARICE JOY-BOCK

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/12/2006

LEVY TAKEN 05/24/2006 @ 11:38 AM

POSTED 05/24/2006 @ 11:38 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/21/2006

DATE DEED FILED **NOT SOLD**

FILED
018:52
NOV 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

05/24/2006 @ 11:38 AM SERVED DARICE JOY-BOCK

SERVED DARICE JOY-BOCK, DEFENDANT, AT HER RESIDENCE 2721 SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DARICE JOY-BOCK

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

@ SERVED

NOW, JULY 31, 2006 RECEIVED A COURT ORDER TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 4, 2006.

@ SERVED

NOW, NOVEMBER 21, 2006 RETURN THE WRIT AS CASE DISCONTINUED AND SETTLED BY THE PROTHONOTARY'S OFFICE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20346

NO: 06-336-CD

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

VS.

DEFENDANT: DARICE JOY-BOCK


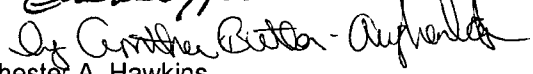
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$178.58

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

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

vs.

DARICE JOY BOCK

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 2006-336-CD Term 20 05

No. Term 20

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

PREMISES: RR 1 BOX 199, WOODLAND, PA 16881
(See Legal Description attached)

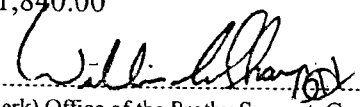
Amount Due \$45,638.27

Interest from 7/27/06 to Sale \$-----
per diem \$7.50

Total \$-----

Add'l Costs \$1,840.00

125.00 Prothonotary costs


(Clerk) Office of the Prothy Support, Common Pleas Court
of CLEARFIELD County, Penna.

Dated May 11, 2006
(SEAL)

Received May 12, 2006 @ 3:15 P.M.
Chester A. Haverkins
By Cynthia Butler, Dayherday

No. 2006-336-CD Term 20.05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

DARICE JOY-BOCK

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$45,638.27

Int. from 7/27/06

To Date of Sale (\$7.50 per diem)

Costs

Prothy Pd.

125.00

Sheriff

Daniel Schlemmer
Attorney for Plaintiff(s)

Address: DARICE JOY-BOCK
2721 SHILOH ROAD
WOODLAND, PA 16881

LEGAL DESCRIPTION

ALL those certain pieces or parcels of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a chestnut stump, Northwest corner of lands formerly of David Dale; thence by same south eighty-six (86) degrees and fifteen (15) minutes east twenty hundred and fifty-eight (2058) feet to post; thence by same south six (6) degrees west six hundred and twenty (620) feet to post; thence by the same and land now or late of Joseph Knepp north eighty-five (85) degrees and forty-five (45) minutes west twenty hundred and eighty (2080) feet; thence by lands now or late of Edmund Dale north six (6) degrees and fifteen (15) minutes east six hundred and two (602) feet to stump and post and the place of beginning. Containing twenty-eight (28) acres and a half with the usual allowance.

EXCEPTION AND RESERVING any and all outsales of record.

THE SECOND THEREOF: All that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, and consisting of 47 acres, and being the same premises which A.D. Cowdrick, Treasurer of the County of Clearfield, conveyed to David M. Loder by deed dated the 29th day of March 1932 and which deed is recorded in Deed Book 308, Page 72.

EXCEPTING AND RESERVING, therefrom, the following parcels of land:

First: The conveyance from David M. Loder and Laura E. Loder, his wife, to Bassie M. Bumbarger dated the 10th day of May 1934 and recorded in Deed Book 310, Page 255.

Second: The conveyance from David M. Loder and Laura E. Loder, his wife, to C.E. Williams and Bessie V. Williams, his wife, Trustees for Syble June Williams and Charley Edward Williams, dated the 22nd day of June 1937 and recorded in Deed Book 314, Page 209.

Third: The conveyance from David M. Loder and Laura E. Loder, his wife, to George W. Bock and Edna M. Bock, husband and wife, dated the 11th day of September 1937 and which deed is recorded in Deed Book 314, Page 249.

Being Parcel # 106-008-000-22 Control # 106052530

TITLE TO SAID PREMISES IS VESTED IN Darice Joy Bock, by Deed from Duane Calvin Bock, Individually and as Executor of the Estate of Madeline Edna Bock, also known as Edna M. (Hauser) Bock, Deceased, and Darice Joy Bock, single, dated 5-10-85, recorded 5-31-85 in Deed Book 1015, page 378.

Premises being: RR 1 BOX 199
WOODLAND, PA 16881

Tax Parcel No. 0008-000-00022

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DARICE JOY-BOCK

NO. 06-336-CD

NOW, November 20, 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 Darice Joy-Bock 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:

RDR	15.00
SERVICE	15.00
MILEAGE	4.45
LEVY	15.00
MILEAGE	4.45
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$178.58

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	45,638.27
INTEREST @ 7.5000	(5,493,892.5
FROM 07/27/2006 TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	(\$5,448,234.23)

COSTS:

ADVERTISING	502.18
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	178.58
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,161.76

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

CA

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

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

vs.

Darice Joy-Bock
Defendant

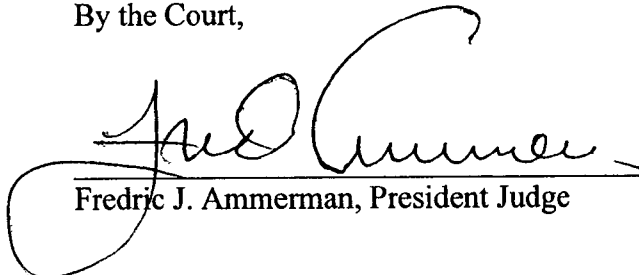
:
:
:
:
: NO. 06-336-CD
:
:
:

ORDER

AND NOW, this 28th day of July, 2006, upon
consideration of Defendant's Petition to Stay Sheriff Sale and Objections to Attorney's
Fees and Costs, it is ORDERED that a hearing be held in this matter on the 1st day of
September, 2006 at 9:00 o'clock A.m. in Courtroom # 1, Clearfield
County Courthouse, 1 North Second Street, Clearfield, PA 16830.

The Sheriff Sale scheduled in this matter is stayed until further order of this court.


By the Court,


Fredric J. Ammerman, President Judge

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

JUL 31 2006

Attest.


Prothonotary/
Clerk of Courts



PHELAN HALLINAN & SCHMIEG, LLP

Suite 1400
1617 JFK Boulevard
Philadelphia, PA 19103-1814
P) 215-563-7000
F) 215-568-0719
foresolution@fedphe.com

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Laura Robbins	Michael Ortiz
ATTENTION:	DATE:
	7/14/2006
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
1-814-238-9504	4
RE-	LOAN NUMBER:
Joy-Bock, Darice	3660387

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

Please see attached reinstatement figure good through 07/28/06.

Please note that we have received funds in the of \$9,250. Please forward the remaining balance of \$1,947.21 by 07/28/06.

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

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Foreclosure Resolution Department.

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

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

ATTORNEY FOR PLAINTIFF

RECEIVED

JUL 18 2006

COURT ADMINISTRATOR'S
OFFICE

: Court of Common Pleas

Plaintiff

: Civil Division

vs.

: Clearfield County

Darice Joy-Bock

: No. 2006-336-CD

Defendant

**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

I. BACKGROUND OF CASE

Defendant executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at RR1 Box 199, Woodland, PA 16881. The Mortgage indicates that in the event a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendant defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the excessive period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendant credit for monthly payments tendered through bankruptcy, if any.

II. INTEREST

The Mortgage clearly requires that the Defendant shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

III. TAXES AND INSURANCE

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

IV. ATTORNEY'S FEES

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974). The provision of the Mortgage which allows the Plaintiff to recover attorney's fees in the instant action is highlighted for the court's reference.

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa.

Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

V. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958), Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendant as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendant's failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagors to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagor is also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property.

The mortgagor has breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.


VI. CONCLUSION

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

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

DATE: 6/21/16

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

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

CitiMortgage, Inc.,

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

5280 Corporate Drive, MS1011

Frederick, MD 21703

Plaintiff

ATTORNEY FOR PLAINTIFF

JUL 17 2006

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 2006-336-CD

Darcie Joy-Bock

2721 Shiloh Road

Woodland, PA 16881

Defendant

BRIEF IN SUPPORT OF PLAINTIFF'S
MOTION FOR EQUITABLE CONVERSION TO REAL PROPERTY

I. PROCEDURAL HISTORY

On November 21, 2001, Darcie Joy-Bock made, executed and delivered a mortgage on the Property to CSB Bank in the principal amount of \$43,000.00. CSB Bank delivered an Assignment of the Mortgage to Principal Residential Mortgage, Inc.. Defendant defaulted in payments on the mortgage, and remains due and owing to Plaintiff for the August 1, 2005 payment and each payment thereafter.

On or about March 3, 2006, Plaintiff filed a complaint in mortgage foreclosure, and Darcie Joy-Bock was served with the complaint on March 20, 2006. Plaintiff filed a default judgment against Defendant on April 28, 2006.

The property had been assessed in part for "land value", and in part for "building value", under a tax parcel I.D. number of 106-008-000-22, Control #106052530. Further investigation of the property was obtained by way of an appraisal report, and photographs were taken of the property, to ascertain the status of the real estate improvement. Plaintiff also obtained a report from Penndot.

Since the house is a manufactured home, potential third party purchasers of the property may not be able to obtain insurable title. The fact that the house is a manufactured home is a cloud on title. Plaintiff is requesting the entry of a Court Order declaring the house as realty, so that the buyer of the property at Sheriff's sale will acquire clear title to the house and land, and will be able to obtain an owner's policy of title insurance. If the requested relief is not granted, Plaintiff may not get the full benefit of the collateral for the loan, as the parties intended.

II. LEGAL ARGUMENT

A. Conversion to Realty

Clearly it was the intent of the mortgagor that the home be used as security for the loan made by CSB Bank and not raw land alone. It was certainly CSB Bank's intent that the mortgage cover the dwelling.

In Pennsylvania, the intent of the parties is a key consideration in determining whether or not a chattel becomes a fixture. In re Appeal of Sheetz, Inc., 657 A.2d 1011 (1995). There are at least three considerations to be made in making this determination: (1) the manner in which it is physically attached or installed, (2) the extent to which it is essential to the permanent use of the building or other improvement and (3) the intention of the parties who attached or installed it. *Id.* At 1013, citing, McCloskey, 101 Pa. Commonwealth Court at 113-4, 515 A.2d at 644 citing, *Clothier, the Law of Fixtures in Pennsylvania*, 32 Pa. B.Q. 66, 66-67 (1960-61).

Plaintiff submits that when these factors are considered, it is evident that the home is affixed to the land. The parties did not sit down at the closing table with the intent to mortgage raw land. If this home was ever mobile, it is not now, being firmly founded without any trace of mobility. Neither is the home convertible back to a mobile status. The Sheetz case goes on to cite the Superior Court case of Streyle v. Board of Property

Assessment, 173 Pa. Superior Court 324, 98 A.2d 410 (1953) which held that “[h]ouse trailers, so long as they remain mobile, i.e., equipped with wheels, are personal property and not subject to taxation as real estate”. Id. at 327, 328, 98 A.2d at 412. It would stand to reason that once the wheels are removed, permanent affixation is evident, the property should be taxable as real estate.

Clayton v. Lienhard, 312 Pa.433, 167 A.321 (1933) is still the lead case cited for determining what category “chattels” fall under in connection with real estate. There is that which is clearly furniture and will always remain personalty, that which is clearly affixed and cannot be removed without injury to the real estate or the fixture itself, and that under which mobile homes fall: physically connected to the real estate, but removable without destroying the mobile home or the real estate.

Plaintiff submits that the home at R.R. #1 Box 199, a/k/a 2721 Shiloh Road, Woodland, PA 16881 falls under the second classification. However, were the court to find that it was a “mobile home” under the Clayton definition, it would still need to find the home to be real estate, due to the determining factor that is *the intent of the parties at the time of annexation* Id. At 436, 322 (emphasis added).

The Boyd Appeal case heard in Beaver County, Pennsylvania held that a “mobile home” which had its mobility removed was no longer a “mobile home” for zoning purposes, but should be deemed a single-family dwelling. It further distinguished between trailers (with wheels) and mobile homes, indicating that “the structural construction of th[is] home differs from that of a conventional home only to the extent that it is of a smaller scale. The degree of difficulty in physically moving the structure is the same”. Boyd Appeal, 67 Pa. D. & C. 2d1, 1974 WL 15624 (Pa.Com.Pl) (1974). In defining the structure, the Court set forth a plethora of factors that it found to separate such a permanent home from that of a trailer, such as the foundation itself, the building materials, the water, sewer and electricity utilities, telephone service, septic tank and fuel oil heating unit. Id. at 15.

Further, counsel for Plaintiff in prior cases with very similar fact patterns has had relief granted in its favor in several Pennsylvania counties.

In the instant case, Darcie Joy-Bock has clearly evidenced similar manifestations of intent to have this dwelling be permanently affixed to the land. It is clear from the photographs attached hereto that there is utility hookup, a porch, and a permanent foundation, and the interior of the dwelling is replete with the amenities of any other home.

Further, as evidenced by the Clearfield County Tax Assessment documents attached to Plaintiff's instant motion, this property has been assessed as improved property for real estate tax purposes. Surely, logic dictates that if this type of improvement would be considered a home for zoning reasons, and the very county in which it sits has assessed it as real estate for tax purposes, the property should be deemed realty.

A Lancaster County, Pennsylvania Court used the Clayton standard to hold that a mobile home constituted real estate under Pennsylvania law when the wheels of the home had been removed, the home remained in place for seven years, water, sewer, electricity and telephone were connected, and the owners paid real estate taxes to Lancaster County. Fromm v. Frankhouser, 7Pa. D. & C. 3d 560, 566-567, 1977 WL 269 (Pa.Comm. Pl) (1977). The same conclusion should be reached in Clearfield County in the instant case.

B. Relief in Aid of Execution

Pa.R.C.P. 3118 is designed to give the court "broad discretion to provide relief in aid of execution". National Recovery Systems v. Pinto, 18 D. & C. 3d 684, 686 (Pa.Comp.Pl 1981). Specifically, the rule provides, inter alia:

(a) On petition of the plaintiff, after notice and hearing, the court in which a judgment has been entered may, before or after the issuance of a writ of execution, enter an order against any party or person...

(3) directing the defendant or any other party or person to take such action as the court may direct to preserve collateral security for property of

the defendant levied upon or attached, or any security interest levied upon or attached; . . . (6) granting such other relief as may be deemed necessary and appropriate. Pa.R.C.P. 3118(a).

The predicates for a petitioner to obtain supplementary relief in aid of execution of a judgment are (1) the existence of an underlying judgment; and (2) property of the debtor subject to execution. Kaplan v. I. Kaplan Inc., 422 Pa. Super. 215, 619 A.2d 322 (1993). In this case, there is no question that an underlying judgment was entered in favor of the Plaintiff and against the Defendant. (See Exhibit “D”). Moreover, it is also clear that the mortgaged property at R.R. #1 Box 199, a/k/a 2721 Shiloh Road, Woodland, PA 16881, is property of the Defendant and is subject to attachment and execution. Therefore, the creditor is entitled to invoke Rule 3118 for its motion to aid in the execution of the property and the court has jurisdiction over this matter.

C. Plaintiff's Motion to Equitably Convert Should Be Granted Pursuant to Rule 126

In Livingston v. Unis, 659 A.2d 606 (Pa. Cmwlth. 1995), although the Commonwealth Court found the Common Pleas Court exceeded the scope of Rule 3118 by making a determination of which creditor had priority to the debtor's lottery winnings, the court nonetheless refused to remand the case for a separate hearing. *Id.* at 612. In so finding the court stated "it would be judicially inefficient to remand this matter to the trial court when all of the necessary parties were able to participate in the matter before the Court of Common Pleas. " *Id.* at 609. In support of its ruling, the Livingston court cited Pa. R.C.P. 126, which provides that civil procedure “rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable.” Pa. R.C.P. 126.

In the present case, the Defendant at all times was aware of all proceedings and was able to fully participate. However, the Defendant has not contested any of the proceedings.

Requiring a separate action to quiet title would cause undue delay and additional cost to Plaintiff.

D. Quiet Title and Foreclosure Claims May Be Joined Under Meara

Even if the Motion to Equitably Convert to Real Property were deemed to be a quiet title action, such an action may be properly joined with a foreclosure action under Meara v. Hewitt, 455 PA 132 (1974). Under the Pennsylvania Rules of Civil Procedure, a plaintiff in an action of mortgage foreclosure may state in his or her complaint two or more grounds for foreclosure, but may not state more than one cause of action. Pa. R.C.P. 1146. Thus, an action in equity may be joined with an action to quiet title and an action of mortgage foreclosure, where all three actions turn on the same legal question of the validity of a mortgage. Goodrich Amram 2d § 1146:1.

E. Declaratory Relief

Pennsylvania Rule of Civil Procedure 1602 titled “Declaratory Judgment as Ancillary Relief” states that a party may include a prayer for declaratory relief in *any* action at law or in equity. Consistent with the law cited above, this rule permits Plaintiff’s requested relief in a mortgage foreclosure action.

The Declaratory Judgments Act states, “Courts of record, within their respective jurisdictions, shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. . . .” 42 Pa. C.S.A. §7532. In the instant case, Plaintiff is seeking an order declaring the status of the house as realty. Section 7532 gives the Court the authority to make this declaration. The Pennsylvania Superior Court has held that the Declaratory Judgments Act is to be liberally construed. Doe v. Johns-Manville Corp., 471 A.2d 1252, 324 Pa. Super. 469 (Pa. Super. 1984). In addition, the Declaratory Judgments Act is intended to provide relief from uncertainty. Curtis v. Cleland, 552 A.2d

316, 122 Pa. Cmwlth. 328 (1988). Accordingly, Plaintiff submits that the Declaratory Judgments Act provides the Court with jurisdiction to declare Darcie Joy-Bock's house as realty, to provide relief to the Plaintiff from the uncertainty associated with selling a mobile home or manufactured home to a third party.

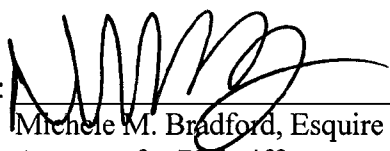
F. Equitable Principles

Plaintiff is without an adequate remedy at law and will suffer irreparable harm unless the requested relief is granted. This Court has plenary power to administer equity according to well-settled principals of equity jurisprudence in cases under its jurisdiction. Cheval v. City of Philadelphia, 176 A. 779, 116 Pa. Super. 101 (1935). Moreover, it is well settled that Courts will lean to a liberal exercise of the equity power conferred upon them instead of encouraging technical niceties in the modes of procedure and forms of pleading. Gunn v. Trout, 380 Pa. 504, 112 A.2d 333 (1955). This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary. Plaintiff is requesting the entry of a court order declaring the house as realty, so that the buyer of the property at Sheriff's Sale will acquire clear title to the house and land. If the requested relief is not granted, Plaintiff may not get the full benefit of the collateral for the loan, as the parties intended.

WHEREFORE, Plaintiff CitiMortgage, Inc., s/b/m to Principal Residential Mortgage, Inc. respectfully requests that this Honorable Court enter an Order on this motion, that the property at R.R. #1 Box 199, a/k/a 2721 Shiloh Road, Woodland, PA 16881 with a tax parcel I.D. number of 106-008-000-22, Control #106052530, be equitably converted to real estate by way of this motion, and not subject to separation from land.

Respectfully submitted:
PHELAN HALLINAN & SCHMIEG, LLP

Date: 7/6/06

By: 
Michele M. Bradford, Esquire
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