

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

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 06-355-CD

CLEARFIELD COUNTY

RONALD E. RIPPEY
JOYCE L. RIPPEY
RR 1 BOX 642
GLEN RICHEY, PA 16837

Defendants

FILED lcc shff
MAR 07 2006
85.00

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

Aug 17, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

File #: 125122

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

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

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

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

1. Plaintiff is

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

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

RONALD E. RIPPEY
JOYCE L. RIPPEY
RR 1 BOX 642
GLEN RICHEY, PA 16837

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

3. On 12/30/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200400050.
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 07/15/2005 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	\$36,478.67
Interest	2,516.04
06/15/2005 through 03/02/2006 (Per Diem \$9.64)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
12/30/2003 to 03/02/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 40,794.71
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 40,794.71

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 \$ 40,794.71, together with interest from 03/02/2006 at the rate of \$9.64 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 two certain lots or parcels of ground lying and situate in the Village of Glen Richey, Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEING known and numbered as Lot Number twenty-three (23) in plan of lots of Glen Richey laid out by Peale, Peacock, and Kerr, Inc., which said plan of lots is attached to and made a part of a certain deed executed by Peale, Peacock, and Kerr, Inc., to Howard M. McGarvey, dated July 13, 1946, and recorded in the Recorder's Office of Clearfield County, Pennsylvania on July 18, 1946, in Deed Book Volume 377, Page 244.

PARCEL NO. 2:

BEGINNING at the southeast corner of Lot No. 23; thence South 31 degrees 28 minutes East, 124.5 feet to a post; thence, South 58 degrees 32 minutes West, 100 feet to a post; thence, North 31 degrees 28 minutes West, 224.1 feet to a post on Second Avenue; thence, North 58 degrees 32 minutes East, 45 feet to a post on line of Lot No. 23; thence by line of Lot No. 23, South 31 degrees 28 minutes East, 100 feet to a post at the southwest corner of Lot no. 23; thence, North 58 degrees 32 minutes East, by line of Lot No. 23, 55 feet to the place of beginning. Containing 16,950 square feet.

EXCEPTING and RESERVING, however, all the coal in, under, and upon the said premises with such mining rights as are reserved in prior deeds in the chain of title and reserving also all oil and gas as reserved in prior deeds in the chain of title.

This Deed is made under and subject to all prior reservations in the chain of title, is made without warranty of any kind, and is intended to convey only such rights as the Grantors may have, if any.

BEING the same premises conveyed to Elaine G. Rippey, single, as her sole and separate property, by Deed of Clarence R. Bloom, widower, his wife, Lula M. Bloom, having passed away on April 16, 1998, dated July 18, 1998 and recorded in Clearfield County Deed and Record Book 1953, Page 105.

PROPERTY BEING: RR 1 BOX 642

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: _____

3/2/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101315
NO: 06-355-CD
SERVICE # 1 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
VS.
DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY

SHERIFF RETURN

NOW, March 10, 2006 AT 1:48 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD E. RIPPEY DEFENDANT AT RR#1 BOX 642 aka 61 PRY AVE., GLEN RICHEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GARY RIPPEY, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
019-40601
APR 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 6 Services

Sheriff Docket # **101315**

CITIFINANCIAL SERVICES, INC.

Case # **06-355-CD**

vs.

RONALD E. RIPPEY AND JOYCE L. RIPPEY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOYCE L. RIPPEY, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101315
NO: 06-355-CD
SERVICE # 3 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

vs.

DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY

SHERIFF RETURN

NOW, March 10, 2006 AT 1:48 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD E. RIPPEY DEFENDANT AT 61 PRY AVENUE, GLEN RICHEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GARY RIPPEY, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 6 Services

Sheriff Docket # **101315**

CITIFINANCIAL SERVICES, INC.

Case # **06-355-CD**

vs.

RONALD E. RIPPEY AND JOYCE L. RIPPEY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOYCE L. RIPPEY, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101315
NO: 06-355-CD
SERVICE # 5 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

vs.

DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY

SHERIFF RETURN

NOW, March 08, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD E. RIPPEY.

NOW, ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD E. RIPPEY, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101315
NO: 06-355-CD
SERVICE # 6 OF 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

vs.

DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY

SHERIFF RETURN

NOW, March 08, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOYCE L. RIPPEY.

NOW, ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOYCE L. RIPPEY, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

No. 06-355 C.D.

Now, March 13, 2005, I return the Notice and Complaint in Mortgage Foreclosure for RONALD E. RIPPEY and JOYCE L. RIPPEY, Defendants, to the Sheriff's Office in Clearfield County marked "not able to serve; defendants moved and the Post Office did not have a forwarding address for them".

Advance Costs Received:	\$125.00
My Costs:	\$ 22.46 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 24.46
Refunded:	\$100.54

Sworn and subscribed 14th
 to before me this 10th
 day of MARCH
 By Donna Selver, deputy
Prothonotary

So Answers,
Thomas A. Demko Sheriff
 JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101315
NO: 06-355-CD
SERVICES 6
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY

SHERIFF RETURN

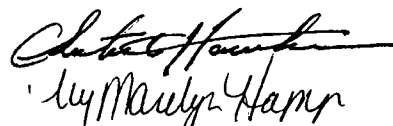
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	486612	20.00
SURCHARGE	PHELAN	486667	40.00
SHERIFF HAWKINS	PHELAN	486667	60.00
JEFFERSON CO.	PHELAN	486673	24.46

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-355-CD

CLEARFIELD COUNTY

RONALD E. RIPPEY
JOYCE L. RIPPEY
RR 1 BOX 642
GLEN RICHEY, PA 16837

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

MAR 07 2006

Defendants

Attest

Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

1. Plaintiff is

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

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

RONALD E. RIPPEY
JOYCE L. RIPPEY
RR 1 BOX 642
GLEN RICHEY, PA 16837

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

3. On 12/30/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200400050.
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 07/15/2005 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:

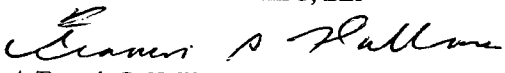
Principal Balance	\$36,478.67
Interest	2,516.04
06/15/2005 through 03/02/2006 (Per Diem \$9.64)	
Attorney's Fees	1,250.00
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Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 40,794.71
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00

TOTAL \$ 40,794.71

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 \$ 40,794.71, together with interest from 03/02/2006 at the rate of \$9.64 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 two certain lots or parcels of ground lying and situate in the Village of Glen Richey, Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEING known and numbered as Lot Number twenty-three (23) in plan of lots of Glen Richey laid out by Peale, Peacock, and Kerr, Inc., which said plan of lots is attached to and made a part of a certain deed executed by Peale, Peacock, and Kerr, Inc., to Howard M. McGarvey, dated July 13, 1946, and recorded in the Recorder's Office of Clearfield County, Pennsylvania on July 18, 1946, in Deed Book Volume 377, Page 244.

PARCEL NO. 2:

BEGINNING at the southeast corner of Lot No. 23; thence South 31 degrees 28 minutes East, 124.5 feet to a post; thence, South 58 degrees 32 minutes West, 100 feet to a post; thence, North 31 degrees 28 minutes West, 224.1 feet to a post on Second Avenue; thence, North 58 degrees 32 minutes East, 45 feet to a post on line of Lot No. 23; thence by line of Lot No. 23, South 31 degrees 28 minutes East, 100 feet to a post at the southwest corner of Lot no. 23; thence, North 58 degrees 32 minutes East, by line of Lot No. 23, 55 feet to the place of beginning. Containing 16,950 square feet.

EXCEPTING and RESERVING, however, all the coal in, under, and upon the said premises with such mining rights as are reserved in prior deeds in the chain of title and reserving also all oil and gas as reserved in prior deeds in the chain of title.

This Deed is made under and subject to all prior reservations in the chain of title, is made without warranty of any kind, and is intended to convey only such rights as the Grantors may have, if any.

BEING the same premises conveyed to Elaine G. Rippey, single, as her sole and separate property, by Deed of Clarence R. Bloom, widower, his wife, Lula M. Bloom, having passed away on April 16, 1998, dated July 18, 1998 and recorded in Clearfield County Deed and Record Book 1953, Page 105.

PROPERTY BEING: RR 1 BOX 642

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: 3/2/06

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LAWRENCE T. PHELAN, ESQ., Id. No. 32227
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ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.
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Plaintiff

TERM

v.

NO. 06-355-CD

CLEARFIELD COUNTY

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JOYCE L. RIPPEY
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personally or by a true
and correct copy of the original
filed in the court

MAR 07 2006

Defendants

Attest:

12
County
Clerk of Courts

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COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

1. Plaintiff is

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

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

RONALD E. RIPPEY
JOYCE L. RIPPEY
RR 1 BOX 642
GLEN RICHEY, PA 16837

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

3. On 12/30/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No: 200400050.
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 07/15/2005 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.

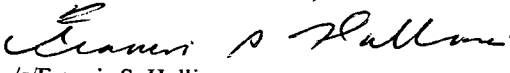
6. The following amounts are due on the mortgage:

Principal Balance	\$36,478.67
Interest	2,516.04
06/15/2005 through 03/02/2006 (Per Diem \$9.64)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
12/30/2003 to 03/02/2006	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 40,794.71
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 40,794.71

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 \$ 40,794.71, together with interest from 03/02/2006 at the rate of \$9.64 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

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BEGINNING at the southeast corner of Lot No. 23; thence South 31 degrees 28 minutes East, 124.5 feet to a post; thence, South 58 degrees 32 minutes West, 100 feet to a post; thence, North 31 degrees 28 minutes West, 224.1 feet to a post on Second Avenue; thence, North 58 degrees 32 minutes East, 45 feet to a post on line of Lot No. 23; thence by line of Lot No. 23, South 31 degrees 28 minutes East, 100 feet to a post at the southwest corner of Lot no. 23; thence, North 58 degrees 32 minutes East, by line of Lot No. 23, 55 feet to the place of beginning. Containing 16,950 square feet.

EXCEPTING and RESERVING, however, all the coal in, under, and upon the said premises with such mining rights as are reserved in prior deeds in the chain of title and reserving also all oil and gas as reserved in prior deeds in the chain of title.

This Deed is made under and subject to all prior reservations in the chain of title, is made without warranty of any kind, and is intended to convey only such rights as the Grantors may have, if any.

BEING the same premises conveyed to Elaine G. Rippey, single, as her sole and separate property, by Deed of Clarence R. Bloom, widower, his wife, Lula M. Bloom, having passed away on April 16, 1998, dated July 18, 1998 and recorded in Clearfield County Deed and Record Book 1953, Page 105.

PROPERTY BEING: RR 1 BOX 642

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: 3/2/06

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

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

TERM

v.

NO. 06-355-CD

CLEARFIELD COUNTY

RONALD E. RIPPEY
JOYCE L. RIPPEY
RR 1 BOX 642
GLEN RICHEY, PA 16837

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

MAR 07 2006

Defendants

Attest

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Prothonotary
Clerk of Courts

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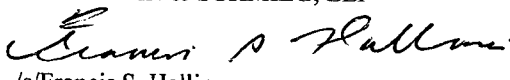
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CIVIL DIVISION

TERM

NO. *06-355-CD*

CLEARFIELD COUNTY

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MAR 07 2006

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Attest:

[Signature]
Pl. Clerk/Clerk
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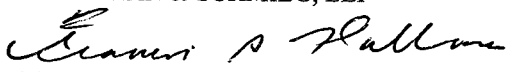
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Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: No. 06-355-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By:

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: August 16, 2006

/jmr, Svc Dept.
File# 125122

FILED
AUG 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

NO CC
m 11:19 AM
Atty pd. 7.00
1 Compl. Reinstated
to Atty
GO

AFFIDAVIT OF SERVICE – CLEARFIELD COUNTY (JMR)

CITIFINANCIAL SERVICES, INC.
Plaintiff

Vs.
RONALD E. RIPPEY
JOYCE L. RIPPEY
Defendants

TYPE OF ACTION
XX Mortgage Foreclosure
XX Civil Action
NO. 06-355-CD
File Number 125122

FILED *no cc*
M 11:37/51
SEP 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

SERVE AT: **911 CATSKILL COURT
VIRGINIA BEACH, VA 23451**

SERVED

Served and made known to JOYCE L. RIPPEY Defendant on the 31 day of August, 2006 at
1:45 o'clock, P. M., at 911 Catskill Court, Virginia Beach, VA.

City in the manner described below:

XX Defendant personally served.

____ Adult family member with whom Defendant(s) reside(s).

Relationship is _____.

____ Adult in charge of Defendant's residence who refused to give name/relationship.

____ Manager/Clerk of place of lodging in which Defendant(s) reside(s)

____ Agent or person in charge of Defendant's office or usual place of business.

____ and officer of said defendant company.

____ Other: _____.

I, Daniel Wood a competent adult, being duly sworn according to law, depose and state that I personally
handed to Joyce L. Rippey

1 a true and correct copy of the civil action complaint
issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed

Before me this 1st day

Of September 2006

Notary: Kristin A. Byrd
6/30/07

Served By: Daniel Wood

NOT SERVED

On the _____ day of _____, 20__, at _____ o'clock

____ M., Defendant NOT FOUND because:

____ Moved ____ Unknown ____ No Answer ____ Vacant

Other: _____

Sworn to and subscribed

Before me the _____ day

Of _____, 20__.

Notary: _____

Not Served By: _____

Phelan Hallinan & Schmieg, LLP

Attorneys For Plaintiff

Francis S. Hallinan, Esquire – I.D.#62695

Suite 1400- One Penn Center Plaza at Suburban Station

Philadelphia, PA 19103-1799

(215)563-7000

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

FILED Any pd. 20.00
OCT 10 2006 11:01 AM
1007 Notice
to Def.

William A. Shaw Statement to
Prothonotary/Clerk of Courts Atty
CK

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

Plaintiff,

v.

RONALD E. RIPPEY
RR 1 BOX 642 A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-355-CD

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 **RONALD E. RIPPEY and JOYCE L. RIPPEY**, 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	\$ 40,794.71
Interest - 3/3/06-10/6/06	\$2,101.52
TOTAL	<u>\$42,896.23</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: 10/10/06

William A. Shaw
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

CITIFINANCIAL SERVICES, INC.
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

RONALD E. RIPPEY
JOYCE L. RIPPEY

: CLEARFIELD COUNTY

Defendants

: NO. 06-35-CD

FILE COPY

TO: JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

DATE OF NOTICE: SEPTEMBER 21, 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

CITIFINANCIAL SERVICES, INC.
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

RONALD E. RIPPEY
JOYCE L. RIPPEY

: CLEARFIELD COUNTY

Defendants

: NO. 06-35-CD

TO: RONALD E. RIPPEY
RR1 BOX 642 A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

FILE COPY

DATE OF NOTICE: SEPTEMBER 21, 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

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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

(215) 563-7000

VIRGINIA BEACH, VA 23451

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NO. 06-355-CD

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

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

Citifinancial Services, Inc.
Plaintiff(s)

No.: 2006-00355-CD

Real Debt: \$42,896.23

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald E. Rippey
Joyce L. Rippey
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: October 10, 2006

Expires: October 10, 2011

Certified from the record this 10th day of October, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CITIFINANCIAL SERVICES, INC.

vs.

RONALD E. RIPPEY

JOYCE L. RIPPEY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-355-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

\$42,896.23

Interest from OCTOBER 6, 2006 to Sale
Per diem \$7.05

\$ _____.

Prothonotary costs

132.00

Daniel B. Schmieg
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

FILED

OCT 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 20.00
rec'd w/ rts
w/ prop. descr.
to Sheriff
EK

No. 06-355-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CITIFINANCIAL SERVICES, INC.

vs.

RONALD E. RIPPEY
JOYCE L. RIPPEY

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Daniel B. Schmiegel
Attorney for Plaintiff(s)

Address: RONALD E. RIPPEY

RR 1 BOX 642

A/K/A 61 PRY AVENUE

GLEN RICHEY, PA 16837

JOYCE L. RIPPEY

911 CATSKILL COURT

VIRGINIA BEACH, VA 23451

FILED

OCT 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

LEGAL DESCRIPTION

ALL those two certain lots or parcels of ground lying and situate in the Village of Glen Richey, Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEING known and numbered as Lot Number twenty-three (23) in plan of lots of Glen Richey laid out by Peale, Peacock, and Kerr, Inc., which said plan of lots is attached to and made a part of a certain deed executed by Peale, Peacock, and Kerr, Inc., to Howard M. McGarvey, dated July 13, 1946, and recorded in the Recorder's Office of Clearfield County, Pennsylvania on July 18, 1946, in Deed Book Volume 377, Page 244.

PARCEL NO. 2:

BEGINNING at the southeast corner of Lot No. 23; thence South 31 degrees 28 minutes East, 124.5 feet to a post; thence, South 58 degrees 32 minutes West, 100 feet to a post; thence, North 31 degrees 28 minutes West, 224.1 feet to a post on Second Avenue; thence, North 58 degrees 32 minutes East, 45 feet to a post on line of Lot No. 23; thence by line of Lot No. 23, South 31 degrees 28 minutes East, 100 feet to a post at the southwest corner of Lot no. 23; thence, North 58 degrees 32 minutes East, by line of Lot No. 23, 55 feet to the place of beginning. Containing 16,950 square feet.

EXCEPTING and RESERVING, however, all the coal in, under, and upon the said premises with such mining rights as are reserved in prior deeds in the chain of title and reserving also all oil and gas as reserved in prior deeds in the chain of title.

This Deed is made under and subject to all prior reservations in the chain of title, is made without warranty of any kind, and is intended to convey only such rights as the Grantors may have, if any.

BEING the same premises conveyed to Elaine G. Rippey, single, as her sole and separate property, by Deed of Clarence R. Bloom, widower, his wife, Lula M. Bloom, having passed away on April 16, 1998, dated July 18, 1998 and recorded in Clearfield County Deed and Record Book 1953, Page 105.

Being Parcel # J10-477-00006

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Ronald Rippey and Joyce Rippey, husband and wife, as tenants by the entireties, by Deed from Elaine G. Rippey, a single adult individual, dated 8-23-01, recorded 8-28-01 in Deed Inst#: 200113574

PRIOR DEED INFORMATION

TITLE TO SAID PREMISES IS VESTED IN Elaine G. Rippey, single, by Deed from Clarence R. Bloom, widower, dated 7-18-98, recorded 7-22-98 in Deed Book 1953, page 105

Premises being: RR 1 BOX 642
GLEN RICHEY, PA 16837

Tax Parcel No. J10-477-00006

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

Plaintiff,

v.

RONALD E. RIPPEY
RR 1 BOX 642 A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-355-CD

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

CITIFINANCIAL SERVICES, 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 642, A/K/A 61 PRY AVENUE, GLEN RICHEY, PA 16837.**

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

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

RONALD E. RIPPEY	RR 1 BOX 642 A/K/A 61 PRY AVENUE GLEN RICHEY, PA 16837
------------------	---

JOYCE L. RIPPEY	911 CATSKILL COURT VIRGINIA BEACH, VA 23451
-----------------	--


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.

OCTOBER 6, 2006
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

Plaintiff,

v.

RONALD E. RIPPEY
RR 1 BOX 642 A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-355-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES, INC., Plaintiff in the above action, by its attorney, DANIEL G. SCHMIEG, ESQUIRE, sets forth as of the date the Praeipie for the Writ of Execution was filed, the following information concerning the real property located at **RR 1 BOX 642, A/K/A 61 PRY AVENUE, GLEN RICHEY, PA 16837.**

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.)

COMMONWEALTH OF PENNSYLVANIA
BUREAU OF INDIVIDUAL TAX
INHERITANCE TAX DIVISION
ATTENTION: JOHN MURPHY

6TH FLOOR, STRAWBERRY SQUARE
DEPT. 280601
HARRISBURG, PA 17128

INTERNAL REVENUE SERVICE
FEDERATED INVESTORS TOWER

13TH FLOOR, SUITE 1300
1001 LIBERTY AVENUE
PITTSBURGH, PA 15222

DEPARTMENT OF PUBLIC WELFARE
TPL CASUALTY UNIT
ESTATE RECOVERY PROGRAM

P.O. BOX 8486
WILLOW OAK BUILDING
HARRISBURG, PA 171058486

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 642
GLEN RICHEY, PA 16837

DOMESTIC RELATIONS
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

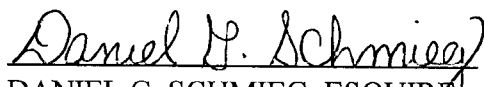
COMMONWEALTH OF
PENNSYLVANIA

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.

OCTOBER 6, 2006

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.
7467 NEW RIDGE ROAD
HANOVER, MD 21076

Plaintiff,

v.

RONALD E. RIPPEY
RR 1 BOX 642 A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

Defendant(s).

:
:
: **CLEARFIELD COUNTY**
: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO. 06-355-CD**
:
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:
:

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

CITIFINANCIAL SERVICES, INC.

vs.

RONALD E. RIPPEY

JOYCE L. RIPPEY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 06-355-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 642, A/K/A 61 PRY AVENUE, GLEN RICHEY, PA 16837
(See Legal Description attached)

Amount Due

\$42,896.23

Interest from OCTOBER 6, 2006 to Sale
per diem \$7.05

\$-----

Total

\$-----

132.00 Prothonotary costs

William L. Hargis

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

Dated 10/17/06
(SEAL)

No. 06-355-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CITIFINANCIAL SERVICES, INC.

vs.

RONALD E. RIPPEY
JOYCE L. RIPPEY

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$42,896.23

Int. from OCTOBER 6, 2006
To Date of Sale (\$7.05 per diem)

Costs

Prothy Pd.

132.00

Sheriff

Daniel H. Schmeig

Attorney for Plaintiff(s)

Address: RONALD E. RIPPEY
RR 1 BOX 642

A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

LEGAL DESCRIPTION

ALL those two certain lots or parcels of ground lying and situate in the Village of Glen Richey, Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEING known and numbered as Lot Number twenty-three (23) in plan of lots of Glen Richey laid out by Peale, Peacock, and Kerr, Inc., which said plan of lots is attached to and made a part of a certain deed executed by Peale, Peacock, and Kerr, Inc., to Howard M. McGarvey, dated July 13, 1946, and recorded in the Recorder's Office of Clearfield County, Pennsylvania on July 18, 1946, in Deed Book Volume 377, Page 244.

PARCEL NO. 2:

BEGINNING at the southeast corner of Lot No. 23; thence South 31 degrees 28 minutes East, 124.5 feet to a post; thence, South 58 degrees 32 minutes West, 100 feet to a post; thence, North 31 degrees 28 minutes West, 224.1 feet to a post on Second Avenue; thence, North 58 degrees 32 minutes East, 45 feet to a post on line of Lot No. 23; thence by line of Lot No. 23, South 31 degrees 28 minutes East, 100 feet to a post at the southwest corner of Lot no. 23; thence, North 58 degrees 32 minutes East, by line of Lot No. 23, 55 feet to the place of beginning. Containing 16,950 square feet.

EXCEPTING and RESERVING, however, all the coal in, under, and upon the said premises with such mining rights as are reserved in prior deeds in the chain of title and reserving also all oil and gas as reserved in prior deeds in the chain of title.

This Deed is made under and subject to all prior reservations in the chain of title, is made without warranty of any kind, and is intended to convey only such rights as the Grantors may have, if any.

BEING the same premises conveyed to Elaine G. Rippey, single, as her sole and separate property, by Deed of Clarence R. Bloom, widower, his wife, Lula M. Bloom, having passed away on April 16, 1998, dated July 18, 1998 and recorded in Clearfield County Deed and Record Book 1953, Page 105.

Being Parcel # J10-477-00006

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Ronald Rippey and Joyce Rippey, husband and wife, as tenants by the entireties, by Deed from Elaine G. Rippey, a single adult individual, dated 8-23-01, recorded 8-28-01 in Deed Inst#: 200113574

PRIOR DEED INFORMATION

TITLE TO SAID PREMISES IS VESTED IN Elaine G. Rippey, single, by Deed from Clarence R. Bloom, widower, dated 7-18-98, recorded 7-22-98 in Deed Book 1953, page 105

Premises being: RR 1 BOX 642
GLEN RICHEY, PA 16837

Tax Parcel No. J10-477-00006

SALE DATE: JANUARY 5, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CITIFINANCIAL SERVICES, INC.

No.: 06-355-CD

vs.

RONALD E. RIPPEY
JOYCE L. RIPPEY

FILED *NO CC*
11/03/06
DEC 01 2006
William A. Shaw *WAS*
Prothonotary/Clerk of Courts

**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 Praecipe for the Writ of Execution was filed the following information concerning the real property located at:

RR 1 BOX 642, GLEN RICHEY, PA 16837.

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 G. Schmieg

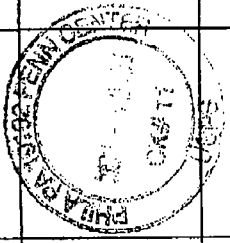
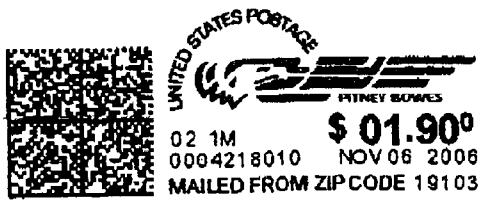
DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

November 29, 2006

Name and Address of Sender

CQS
 PHELAN 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	Postmaster, Per (Name of Receiving Employee)	Fee
1		TENANT/OCCUPANT RR 1 BOX 642 GLEN RICHEY, PA 16837		
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		COMMONWEALTH OF PENNSYLVANIA BUREAU OF INDIVIDUAL TAX INHERITANCE TAX DIVISION ATTENTION: JOHN MURPHY 6TH FLOOR, STRAWBERRY SQUARE DEPT. 280601 HARRISBURG, PA 17128		
5		INTERNAL REVENUE SERVICE FEDERATED INVESTORS TOWER 13TH FLOOR, SUITE 1300 1001 LIBERTY AVENUE PITTSBURGH, PA 15222		
6		DEPARTMENT OF PUBLIC WELFARE TPL CASUALTY UNIT ESTATE RECOVERY PROGRAM P.O. BOX 8486 WILLOW OAK BUILDING HARRISBURG, PA 171058486		
7				
8		Re: RONALD E. RIPPEY(PHS#125122)	SUPPORT TEAM	
Total Number of Pieces Listed by Sender				
Total Number of Pieces Received at Post Office				
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 document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per 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.				



AFFIDAVIT OF SERVICE

PLAINTIFF

CITIFINANCIAL SERVICES, INC.

CLEARFIELD County

No. 06-355-CD

Our File #: 125122

DEFENDANT(S)

RONALD E. RIPPEY

JOYCE L. RIPPEY

Type of Action

- Notice of Sheriff's Sale

Please serve upon:

JOYCE L. RIPPEY

SERVE AT:

911 CATSKILL COURT

VIRGINIA BEACH, VA 23451

Sale Date: 1/5/07

SERVED

Served and made known to Joyce Rippey 911 Catskill Court Defendant, on the 14 day of November, 2006 at

5:10 o'clock P.m., at 911 Catskill Court, Virginia Beach, Commonwealth of

Virginia, in the manner described below:

- ☒ 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: _____

FILED No. cc
m/10: 54/301
DEC 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

Description: Age 30's Height 4'5 1/2" Weight 150 Race W Sex F Other _____

I, Nancy G. Wood, 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 15 day
of November, 2006

Notary:

Kristin D. Boyd
6/30/07

By:

Nancy G. Wood

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20460
NO: 06-355-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/17/2006

LEVY TAKEN 11/01/2006 @ 9:17 AM

POSTED 11/01/2006 @ 9:15 AM

SALE HELD

SOLD TO

WRIT RETURNED 04/26/2007

DATE DEED FILED **NOT SOLD**

FILED
APR 26 2007
Wm

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

11/01/2006 @ 9:14 AM SERVED RONALD E. RIPPEY

SERVED RONALD E. RIPPEY, DEFENDANT, AT HIS RESIDENCE RR 1, BOX 642 A/K/A 61 PRY AVENUE, GLEN RICHEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RONALD E. RIPPEY

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.

11/09/2006 @ SERVED JOYCE L. RIPPEY

SERVED JOYCE L. RIPPEY, DEFENDANT, BY CERT. AND REG MAIL TO 911 CATSKILL COURT, VIRGINIA BEACH, VA, CERT #7005039000372351773 SIGNED FOR BY JOYCE MECKLEY.

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

@ SERVED

NOW, JANUARY 4, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 5, 2007 TO FEBRUARY 2, 2007.

@ SERVED

NOW, FEBRUARY 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR FEBRUARY 2 2007.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20460
NO: 06-355-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: RONALD E. RIPPEY AND JOYCE L. RIPPEY


Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$208.82

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

CITIFINANCIAL SERVICES, INC.

vs.

RONALD E. RIPPEY

JOYCE L. RIPPEY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. Term 20

No. 06-355-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 642, A/K/A 61 PRY AVENUE, GLEN RICHEY, PA 16837
(See Legal Description attached)

Amount Due

\$42,896.23

Interest from OCTOBER 6, 2006 to Sale
per diem \$7.05

\$-----

Total

\$-----

132.00 Prothonotary costs

William L. Hester

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

Dated 10/17/06
(SEAL)

Received October 17, 2006 @ 3:00 P.M.
Chester A. Hester
by Cynthia Butler-Capenbough

No. 06-355-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CITIFINANCIAL SERVICES, INC.

vs.

RONALD E. RIPPEY
JOYCE L. RIPPEY

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$42,896.23

Int. from OCTOBER 6, 2006
To Date of Sale (\$7.05 per diem)

Costs

Prothy Pd.

132.00

Sheriff

Daniel W. Schmeig

Attorney for Plaintiff(s)

Address: RONALD E. RIPPEY

RR 1 BOX 642
A/K/A 61 PRY AVENUE
GLEN RICHEY, PA 16837

JOYCE L. RIPPEY

911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

LEGAL DESCRIPTION

ALL those two certain lots or parcels of ground lying and situate in the Village of Glen Richey, Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEING known and numbered as Lot Number twenty-three (23) in plan of lots of Glen Richey laid out by Peale, Peacock, and Kerr, Inc., which said plan of lots is attached to and made a part of a certain deed executed by Peale, Peacock, and Kerr, Inc., to Howard M. McGarvey, dated July 13, 1946, and recorded in the Recorder's Office of Clearfield County, Pennsylvania on July 18, 1946, in Deed Book Volume 377, Page 244.

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BEGINNING at the southeast corner of Lot No. 23; thence South 31 degrees 28 minutes East, 124.5 feet to a post; thence, South 58 degrees 32 minutes West, 100 feet to a post; thence, North 31 degrees 28 minutes West, 224.1 feet to a post on Second Avenue; thence, North 58 degrees 32 minutes East, 45 feet to a post on line of Lot No. 23; thence by line of Lot No. 23, South 31 degrees 28 minutes East, 100 feet to a post at the southwest corner of Lot no. 23; thence, North 58 degrees 32 minutes East, by line of Lot No. 23, 55 feet to the place of beginning. Containing 16,950 square feet.

EXCEPTING and RESERVING, however, all the coal in, under, and upon the said premises with such mining rights as are reserved in prior deeds in the chain of title and reserving also all oil and gas as reserved in prior deeds in the chain of title.

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BEING the same premises conveyed to Elaine G. Rippey, single, as her sole and separate property, by Deed of Clarence R. Bloom, widower, his wife, Lula M. Bloom, having passed away on April 16, 1998, dated July 18, 1998 and recorded in Clearfield County Deed and Record Book 1953, Page 105.

Being Parcel # J10-477-00006

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Ronald Rippey and Joyce Rippey, husband and wife, as tenants by the entireties, by Deed from Elaine G. Rippey, a single adult individual, dated 8-23-01, recorded 8-28-01 in Deed Inst#: 200113574

PRIOR DEED INFORMATION

TITLE TO SAID PREMISES IS VESTED IN Elaine G. Rippey, single, by Deed from Clarence R. Bloom, widower, dated 7-18-98, recorded 7-22-98 in Deed Book 1953, page 105

Premises being: RR 1 BOX 642
GLEN RICHEY, PA 16837

Tax Parcel No. J10-477-00006

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RONALD E. RIPPEY

NO. 06-355-CD

NOW, April 26, 2007, 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 Ronald E. Rippey And Joyce L. Rippey 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	6.23
LEVY	15.00
MILEAGE	6.23
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	11.36
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$208.82

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	42,896.23
INTEREST @ 7.0500	(5,164,759.5
FROM 10/06/2006 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	(\$5,121,823.27)

COSTS:

ADVERTISING	538.90
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	208.82
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,375.72

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

SENDER: COMPLETE THIS SECTION

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

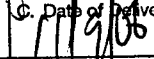
1. Article Addressed to:

JOYCE L. RIPPEY
911 CATSKILL COURT
VIRGINIA BEACH, VA 23451

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery 

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7005 0390 0003 7235 1773

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

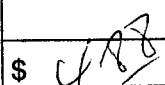
U.S. Postal Service™

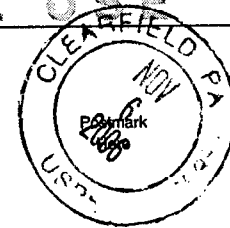
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 


Sent To

JOYCE L. RIPPEY
Street, Apt. No.; or PO Box No. 911 CATSKILL COURT
City, State, ZIP+4 VIRGINIA BEACH, VA 23451

PS Form 3800, June 2002

See Reverse for Instructions

7005 0390 0003 7235 1773

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

Christine Schoffler
Judgment Department, Ext. 1286

Representing Lenders in
Pennsylvania and New Jersey

January 4, 2007

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

ATTENTION: CINDY (814) 765-5915

Re: CITIFINANCIAL SERVICES, INC.
v. RONALD E. RIPPEY & JOYCE L. RIPPEY
No. 06-355-CD
RR 1 BOX 642, GLEN RICHEY, PA 16837

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is scheduled for JANUARY 5, 2007.

The property is to be relisted for the FEBRUARY 2, 2007 Sheriff's Sale.

Very truly yours,

CQS

Christine Schoffler

VIA TELECOPY (814) 765-5915

Law Offices
PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Christine.Schoffler@fedphc.com

CHRISTINE SCHOFFLER
Judgment Department, Ext. 1286

Representing Lenders in
Pennsylvania and New Jersey

February 2, 2007

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

ATTENTION: CINDY (814) 765-5915

Re: **CITIFINANCIAL SERVICES, INC. v. RONALD E. RIPPEY & JOYCE L. RIPPEY**
No. 06-355-CD
RE: 1 BOX 642 AKA 61 PRY AVENUE, GLEN RICHEY, PA 16837

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for **FEBRUARY 2, 2007**, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

Please be further advised that no consideration was reported to have been received by our office.

Very truly yours,



Christine Schoffler

VIA TELECOPY (814) 765-5915

CA

Jennie C. Tsai, Esq., Id. No. 315213
PHELAN HALLINAN DIAMOND & JONES,
LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Jennie.Tsai@phelanhallinan.com
Identification No: 315213
215-563-7000
CITIFINANCIAL SERVICES, INC.
Plaintiff

v.

RONALD E. RIPPEY
JOYCE L. RIPPEY
Defendants

Attorney for Plaintiff

: Court of Common Pleas
:
: Civil Division
:
: CLEARFIELD County
:
: No. 06-355-CD
:
:

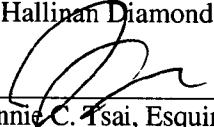
PRAECIPE

TO THE PROTHONOTARY:

- ☐ Please withdraw the complaint and mark the action discontinued and ended without prejudice.
- ☐ Please mark the above referenced case settled, discontinued and ended.
- ☒ Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.
- ☐ Please mark the in rem judgment satisfied and the action discontinued and ended.
- ☐ Please vacate the judgment.

Date: JAN 25 2017

Phelan Hallinan Diamond & Jones, LLP

By: 
Jennie C. Tsai, Esquire
Attorney for Plaintiff

PH # 619277

5 FILED
M NS
JAN 26 2017
12:21 p.
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
ICC to Atty Tsai

PH # 619277

Jennie C. Tsai, Esq., Id. No.315213
PHELAN HALLINAN DIAMOND & JONES,
LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Jennie.Tsai@phelanhallinan.com
Identification No: 315213
215-563-7000

Attorney For Plaintiff

CITIFINANCIAL SERVICES, INC.
Plaintiff

v.

RONALD E. RIPPEY
JOYCE L. RIPPEY
Defendants

: Court of Common Pleas
:
: Civil Division
:
: CLEARFIELD County
:
: No. 06-355-CD
:
:

CERTIFICATION OF SERVICE

I hereby certify true and correct copies of the foregoing Plaintiff's Praecipe was served by regular mail to the person(s) on the date listed below:

RONALD E. RIPPEY
RR 1 BOX 642 AKA 61 PRY AVENUE
GLEN RICHEY, PA 16837

RONALD E. RIPPEY
115 HASTING STREET
BROOKVILLE, PA 15825

RONALD E. RIPPEY
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