



PHELAN HALLINAN, & SCHMIEG, L.L.P.

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

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY

Plaintiff

vs.

THOMAS J. CORSON, JR.

DARLENE F. CORSON

Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

CLEARFIELD COUNTY

FILED 6cc  
01/10:53 AM SHF  
APR 18 2006 (GR)

William A. Shaw  
Prothonotary/Clerk of Courts

SUGGESTION OF RECORD CHANGE

RE: CORRECTION OF DEFENDANT'S ADDRESS

TO THE PROTHONOTARY:

Daniel G. Schmieg, Esquire, attorney for the Plaintiff, hereby certifies that, to the best of his knowledge, information and belief that the defendant's name was erroneously listed in the caption as:

THOMAS J. CORSON, JR.

And, in the body of the complaint under Paragraph 2 as:

THOMAS J. CORSON, SR.

Kindly change the information on the docket to read as follows:

THOMAS J. CORSON



Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: April 17, 2006

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

132034

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff

v.

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-CD

CLEARFIELD COUNTY

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

**FILED**  
pd \$85.00 AHJ  
M/11:17am (M) No CC AHJ  
APR 11 2006 6 CC SHF

William A. Shaw  
Prothonotary

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., S/B/M TO ASSOCIATES  
CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

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

THOMAS J. CORSON, SR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

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

3. On 11/30/1999 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: 199919855.
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 11/10/2005 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:

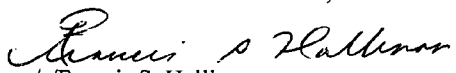
Principal Balance	\$67,829.82
Interest	1,107.00
10/10/2005 through 04/07/2006 (Per Diem \$6.15)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
11/30/1999 to 04/07/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 70,736.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00

**TOTAL** \$ 70,736.82

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. 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 \$ 70,736.82, together with interest from 04/07/2006 at the rate of \$6.15 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 that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

UNDER AND SUBJECT to the exceptions and reservations as were excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D. Wagner, by Quit Claim Deed of Farmers Home Administration dated May 25, 1993, and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1538, page 438. AND the said Charles D. Wagner married Gloria J. Wagner, therefore, she joins in this deed as wife of Charles D. Wagner to convey whatever interest, legal or equitable that she might have in the property described herein.

PREMISES; ROUTE 1 BOX 66

**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: 4/7/16



***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: 215-563-5534***

**Email: complaints@fedphe.com**

*Representing Lenders in  
Pennsylvania and New Jersey*

April 7, 2006

Office of the Prothonotary  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Re: CITIFINANCIAL SERVICES, INC., ... vs. THOMAS J. CORSON, SR.

**ACTION IN MORTGAGE FORECLOSURE**

Dear Sir/Madam:

Enclosed are an original and 6 copies of a Civil Action in Mortgage Foreclosure relative to the above captioned matter for filing with your office. A check for filing has been attached in the amount of \$85.00. The sheriff's office advised our office on 04/07/06 that sheriff's costs total \$100.00 for this file. If there is a concern regarding the costs, please contact Sheena Garrett at PH&S; please do not return the complaint to our office.

Please file the complaint and return your receipt to us in the enclosed stamped, self-addressed envelope, together with a time-stamped copy of the first page of the Complaint.

I would also appreciate your taking the additional copies of the Complaint, the check for service, and the enclosed service sheet(s) to the Office of the Sheriff for service on the defendant(s).

Thank you for your cooperation.

Very truly yours,



PHELAN HALLINAN & SCHMIEG, LLP  
COMPLAINT DEPARTMENT

File #: 132034

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101437  
NO: 06-561-CD  
SERVICE # 1 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m  
vs.  
DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

**SHERIFF RETURN**

NOW, April 20, 2006 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS J. CORSON DEFENDANT AT 4037 PATCHIN HWY., CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE CORSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
04/20/2006  
MAY 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101437  
NO: 06-561-CD  
SERVICE # 2 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m

vs.

DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

**SHERIFF RETURN**

NOW, April 20, 2006 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARLENE F. CORSON DEFENDANT AT 4637 PATCHIN HWY., CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE CORSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

DOCKET # 101437  
NO: 06-561-CD  
SERVICE # 3 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m

VS.

DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

**SHERIFF RETURN**

NOW, April 20, 2006 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS J. CORSON DEFENDANT AT 4637 PATCHIN HWY., CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE CORSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

DOCKET # 101437  
NO: 06-561-CD  
SERVICE # 4 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m

VS.

DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

**SHERIFF RETURN**

NOW, April 20, 2006 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARLENE F. CORSON DEFENDANT AT 4637 PATCHIN HWY., CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE CORSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

DOCKET # 101437  
NO: 06-561-CD  
SERVICE # 5 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m

vs.

DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

**SHERIFF RETURN**

NOW, April 20, 2006 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS J. CORSON DEFENDANT AT 4637 PATCHIN HIGHWAY, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE CORSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

DOCKET # 101437  
NO: 06-561-CD  
SERVICE # 6 OF 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m  
vs.  
DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

**SHERIFF RETURN**

NOW, April 20, 2006 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARLENE F. CORSON DEFENDANT AT 4637 PATCHIN HIGHWAY, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DARLENE CORSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101437  
NO: 06-561-CD  
SERVICES 6  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC. s/b/m  
vs.  
DEFENDANT: THOMAS J. CORSON JR. and DARLENE F. CORSON

SHERIFF RETURN

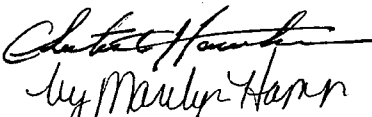
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	496383	60.00
SHERIFF HAWKINS	PHELAN	496405	100.00
SHERIFF HAWKINS	"	505707	12.08

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff



(Rule of Civil Procedure No. 236 - Revised)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD PENNSYLVANIA

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724


Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
  
CIVIL DIVISION  
  
NO. 06-561-CD

Notice is given that a Judgment in the above captioned matter has been entered against you  
on JUNE 1, 2006


BY  DEPUTY

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

  
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.

**FILED**

JUN 01 2006 

m/31451w  
William A. Shaw  
Prothonotary/Clerk of Courts

CERT W/ NOTICE TO  
DEPTS

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

CITIFINANCIAL SERVICES, INC., S/B/M TO :  
ASSOCIATES CONSUMER DISCOUNT :  
COMPANY : CLEARFIELD COUNTY  
7467 NEW RIDGE ROAD : COURT OF COMMON PLEAS  
HANOVER, MD 21076 :  
:  
:  
Plaintiff, : CIVIL DIVISION  
:  
v. : NO. 06-561-CD  
:  
THOMAS J. CORSON :  
DARLENE F. CORSON :  
4637 PATCHIN HIGHWAY :  
CHERRY TREE, PA 15724 :  
:  
Defendant(s).

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

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **THOMAS J. CORSON and DARLENE F. CORSON**, 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	\$ 70,736.82
Interest - 4/8/06 TO 5/31/06	\$332.10
TOTAL	<u>\$ 71,068.92</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: 6-1-06

  
PRO PROTHY

FILED

JUN 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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. S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
Defendants

: NO. 06-561-CD

TO: DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

FILE COPY

DATE OF NOTICE: MAY 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

CITIFINANCIAL SERVICES, INC. S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
Defendants

: NO. 06-561-CD

TO: THOMAS J. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

FILE COPY

DATE OF NOTICE: MAY 11, 2006

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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

**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**

**CITIFINANCIAL SERVICES, INC., S/B/M TO**

**ASSOCIATES CONSUMER DISCOUNT**

**COMPANY**

**7467 NEW RIDGE ROAD**

**HANOVER, MD 21076**

**Plaintiff,**

**v.**

**THOMAS J. CORSON**

**DARLENE F. CORSON**

**4637 PATCHIN HIGHWAY**

**CHERRY TREE, PA 15724**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 06-561-CD**

**VERIFICATION OF NON-MILITARY SERVICE**

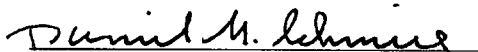
DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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 **THOMAS J. CORSON** is over 18 years of age and resides at **4637 PATCHIN HIGHWAY, CHERRY TREE, PA 15724**.

(c) that defendant **DARLENE F. CORSON** is over 18 years of age, and resides at **4637 PATCHIN HIGHWAY, CHERRY TREE, PA 15724**.

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

# AFFIDAVIT OF SERVICE

PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY

CLEARFIELD County  
No. 06-561-CD  
Our File #: 132034

**FILED** NO  
M 12:35 PM  
AUG 17 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DEFENDANT(S)

THOMAS J. CORSON  
DARLENE F. CORSON

Type of Action  
- Notice of Sheriff's Sale

Please serve upon:

THOMAS J. CORSON

Sale Date: 9/1/06

SERVE AT:

4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

**SERVED**

Served and made known to Thomas J. Corson, Defendant, on the 13th day of July,  
2006 at 7:41 o'clock P.m., at 4637 Patchin Highway (Rt 219 North)  
Cherry Tree, PA 15724  
Commonwealth of Pennsylvania, 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: \_\_\_\_\_

Note:

Thomas J. Corson  
lives at the following  
address. He was just  
visiting his ex-wives  
House.  
168 Shawna Rd. Apt. #3  
Northern Cambria, Pa.  
15714

Description: Age 60 Height 5'7" Weight 180 Race W Sex M Other: 168 Shawna Rd. Apt. #3  
Northern Cambria, Pa.  
15714  
I, Thomas P. Chatham, 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 14th day  
of JULY, 2006

Notary Public for the COMMONWEALTH OF PENNSYLVANIA

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

By: [Signature]

**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

# AFFIDAVIT OF SERVICE

PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY

CLEARFIELD County  
No. 06-561-CD  
Our File #: 132034

FILED NO cc  
12:35 PM  
AUG 17 2006  
(5)

DEFENDANT(S)

THOMAS J. CORSON  
DARLENE F. CORSON

Type of Action  
- Notice of Sheriff's Sale

William A. Shaw  
Prothonotary/Clerk of Courts

Please serve upon:

DARLENE F. CORSON

Sale Date: 9/1/06

SERVE AT:

4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

SERVED

Served and made known to Darlene F. Corson, Defendant, on the 13th day of July,  
2006 at 7:41 o'clock P.m., at 4637 Patchin Highway (Rt. 219 North)  
Cherry Tree, PA 15724

Commonwealth of Pennsylvania, 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: \_\_\_\_\_

Description: Age 55 Height 5'3" Weight 200 Race W Sex F Other \_\_\_\_\_

I, Thomas P. Chatham, 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 14th day

of July, 2006

Notary, COMMONWEALTH OF PENNSYLVANIA

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

By: Marilyn A. Campbell

NOT SERVED

Member, Pennsylvania Association of Notaries

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

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

CITIFINANCIAL SERVICES, INC.,  
S/B/M.TO ASSOCIATES  
CONSUMER DISCOUNT  
COMPANY.

vs.

THOMAS I. CORSON

DARLENE E. CORSON

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-561-CD Term 2005...

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

**FILED**

JUN 15 2006

① 11:30 atty pd \$20.00  
William A. Shaw 6 cc Shubb  
Prothonotary/Clerk of Courts

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due	\$71,068.92
Sheriff Costs:	172.08
Interest from 5/31/06 to Sale	\$ _____
Per diem \$11.68	
Prothonotary Costs:	125.00
Add'l Costs	\$3,175.58

*Daniel M. Lehman*  
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

132034



No. 06-561-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY

vs.

THOMAS J. CORSON  
DARLENE F. CORSON

\_\_\_\_\_

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

*David M. Schmitz*  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: THOMAS J. CORSON      DARLENE F. CORSON  
4637 PATCHIN HIGHWAY      4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724      CHERRY TREE, PA 15724

### LEGAL DESCRIPTION

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

TITLE TO SAID PREMISES IS VESTED IN Thomas J. Corson and Darlene F. Corson, husband and wife, by Deed from Charles D. Wagner and Gloria J. Wagner, husband and wife, dated 10-24-95, recorded 11-3-95 in Deed Book 1715, page 505.

Premises being: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Tax Parcel No. B15-000-00050

CC.Y

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

CITIFINANCIAL SERVICES, INC.,  
S/B/M.TO ASSOCIATES  
CONSUMER DISCOUNT  
COMPANY

vs.

THOMAS I. CORSON

DARLENE E. CORSON

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: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692  
(See Legal Description attached)

Amount Due	\$71,068.92
Sheriff Costs:	172.08
Interest from 5/31/06 to Sale per diem \$11.68	\$-----
Prothonotary Costs:	\$ 125.00
Total	\$-----
Add'l Costs	\$3,175.58

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

Dated 6.15.06  
(SEAL)

No. 06-561-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY

vs.

THOMAS J. CORSON  
DARLENE F. CORSON

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Real Debt \$71,068.92

Int. from 5/31/06

To Date of Sale (\$11.68 per diem)

Costs

Prothy Pd.

Sheriff

125.00

172.08

*Thomas J. Corson*  
Attorney for Plaintiff(s)

Address: THOMAS J. CORSON DARLENE F. CORSON  
4637 PATCHIN HIGHWAY 4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724 CHERRY TREE, PA 15724

## LEGAL DESCRIPTION

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

TITLE TO SAID PREMISES IS VESTED IN Thomas J. Corson and Darlene F. Corson, husband and wife, by Deed from Charles D. Wagner and Gloria J. Wagner, husband and wife, dated 10-24-95, recorded 11-3-95 in Deed Book 1715, page 505.

Premises being: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Tax Parcel No. B15-000-00050

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20377

NO: 06-561-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY  
vs.

DEFENDANT: THOMAS J. CORSON AND DARELENE F. CORSON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/15/2006

LEVY TAKEN 07/05/2006 @ 10:33 AM

POSTED 07/05/2006 @ 10:33 AM

SALE HELD 09/01/2006

SOLD TO CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$45,000.00 PLUS COSTS

WRIT RETURNED 10/23/2006

DATE DEED FILED 10/23/2006

PROPERTY ADDRESS ROUTE 1, BOX 66 A/K/A 17 CABIN ROAD WESTOVER , PA 16692

FILED  
07/05/2006  
OCT 23 2006

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

@ SERVED THOMAS J. CORSON  
MOVED TO CAMBRIA COUNTY

07/05/2006 @ 10:47 AM SERVED DARLENE F. CORSON

SERVED DARLENE F. CORSON, DEFENDANT, AT HER RESIDENCE 4637 PATCHIN HIGHWAY, CHERRY TREE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DARLENE CARSON

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.

08/24/2006 @ SERVED THOMAS J. CORSON

SERVED THOMAS J. CORSON, DEFENDANT, BY REG. & CERT MAIL TO 168 SHAWNA ROAD, APT 3, NORTHERN CAMBRIA, PENNSYLVANIA, SIGNED FOR BY THOMAS J. CORSON. CERT. #70050390000372352015

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20377

NO: 06-561-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY  
vs.

DEFENDANT: THOMAS J. CORSON AND DARELENE F. CORSON

Execution REAL ESTATE

SHERIFF RETURN

---


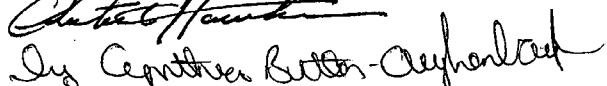
SHERIFF HAWKINS \$1,166.60

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

CITIFINANCIAL SERVICES, INC.,  
S/B/M.TO ASSOCIATES  
CONSUMER DISCOUNT  
COMPANY.

vs.

THOMAS.I. CORSON

DARLENE E. CORSON

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: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692  
(See Legal Description attached)

Amount Due \$71,068.92

Interest from 5/31/06 to Sale \$-----

per diem \$11.68

Prothonotary costs: \$ 125.00

SHERIFF COSTS 172.08

Total \$-----

Add'l Costs \$3,175.58

*William L. Shaw*  
\_\_\_\_\_  
(Clerk) Office of the Prothy Support, Common Pleas Court  
of CLEARFIELD County, Penna.

Dated 6.15.06  
(SEAL)

132034

Received June 15, 2006 @ 11:55 am  
Chesta A. Harkins  
By Cynthia Butler-Ayhanlou



No. 06-561-CD..... Term 20 05 A.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY

vs.

THOMAS J. CORSON  
DARLENE F. CORSON

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Real Debt                      \$71,068.92

Int. from 5/31/06

To Date of Sale (\$11.68 per diem)

Costs

125.00

Prothy Pd.

125.00

Sheriff

*Thomas J. Corson*  
Attorney for Plaintiff(s)

Address: THOMAS J. CORSON      DARLENE F. CORSON  
4637 PATCHIN HIGHWAY      4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724      CHERRY TREE, PA 15724

### LEGAL DESCRIPTION

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

TITLE TO SAID PREMISES IS VESTED IN Thomas J. Corson and Darlene F. Corson, husband and wife, by Deed from Charles D. Wagner and Gloria J. Wagner, husband and wife, dated 10-24-95, recorded 11-3-95 in Deed Book 1715, page 505.

Premises being: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Tax Parcel No. B15-000-00050

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME THOMAS J. CORSON

NO. 06-561-CD

NOW, October 23, 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 September 01, 2006, I exposed the within described real estate of Thomas J. Corson And Darelene F. Corson to public venue or outcry at which time and place I sold the same to CITIFINANCIAL SERVICES, NC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$45,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	32.04
LEVY	15.00
MILEAGE	29.37
POSTING	15.00
CSDS	10.00
COMMISSION	900.00
POSTAGE	10.19
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	45,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS \$1,166.60**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	71,068.92
INTEREST @ 11.6800 %	1,086.24
FROM 05/31/2006 TO 09/01/2006	

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 \$72,195.16**

**COSTS:**

ADVERTISING	417.22
TAXES - COLLECTOR	1,413.22
TAXES - TAX CLAIM	659.49
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	1,166.60
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	297.08
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS \$4,307.61**

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:

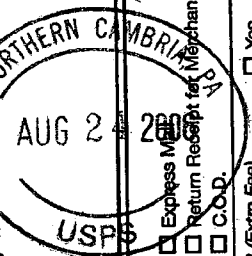
THOMAS J. CORSON  
168 SHAWNNA ROAD, APT 3  
NORTHERN CAMBRIA, PA 15714

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
*Thomas J. Corson* ☐ Addressee  
B. Received by (Printed Name) ☐ Date of Delivery  
*THOMAS J. CORSON*

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

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No



2. Article Number  
(Transfer from service label)

7005 0390 0003 7235 2015

PS Form 3811, February 2004

Domestic Return Receipt

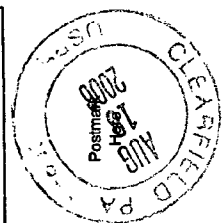
102595-02-M-1540

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 63
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To

THOMAS J. CORSON  
168 SHAWNNA ROAD, APT 3  
NORTHERN CAMBRIA, PA 15714

PS Form 3800, June 2002

See Reverse for Instructions

5102 5122 E000 06ED 5002

SALE DATE: **SEPTEMBER 1, 2006**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

**CITIFINANCIAL SERVICES, INC., S/B/M  
TO ASSOCIATES CONSUMER  
DISCOUNT COMPANY**

**No.: 06-561-CD**

**vs.**

**THOMAS J. CORSON  
DARLENE F. CORSON**

**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:

**ROUTE 1 BOX 66, WESTOVER, PA 16692.**

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

August 31, 2006

**FILED**

SEP 01 2006

M/11:30/W  
William A. Shaw

Prothonotary/Clerk of Courts

no 9c

CITIFINANCIAL SERVICES, INC., S/B/M TO :  
ASSOCIATES CONSUMER DISCOUNT :  
COMPANY :  
7467 NEW RIDGE ROAD :  
HANOVER, MD 21076 :

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

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

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY, 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 **ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692.**

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

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

THOMAS J. CORSON	4637 PATCHIN HIGHWAY CHERRY TREE, PA 15724
------------------	---

DARLENE F. CORSON	4637 PATCHIN HIGHWAY CHERRY TREE, PA 15724
-------------------	---

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

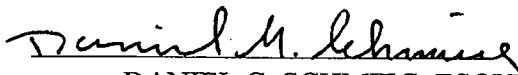
NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
------	---

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.

5/31/06

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC., S/B/M TO :  
ASSOCIATES CONSUMER DISCOUNT :  
COMPANY :  
7467 NEW RIDGE ROAD :  
HANOVER, MD 21076 :

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

**CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**, Plaintiff in the above action, by its attorney, **DANIEL G. SCHMIEG, ESQUIRE**, sets forth as of the date the Praeipe for the Writ of Execution was filed, the following information concerning the real property located at **ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692**.

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.)
Household Realty Corporation	2742 Old Route 220, Plank Road Commons Altoona, PA 16601

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	

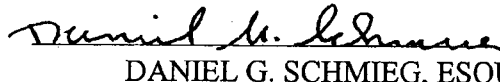
7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692
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.

5/31/06

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff



DATE:

6/21/06

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY

v.

THOMAS J. CORSON  
DARLENE F. CORSON

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

OWNER(S): THOMAS J. CORSON  
DARLENE F. CORSON

PROPERTY: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Improvements: Residential Property

CLEARFIELD COUNTY

NO.: 06-561-CD

Judgment Amount: \$71,068.92

The above-captioned property is scheduled to be sold at the **CLEARFIELD** Sheriff's Sale on September 1, 2006 at 10:00 Am. in CLEARFIELD County Courthouse, 1 North 2<sup>nd</sup> 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.

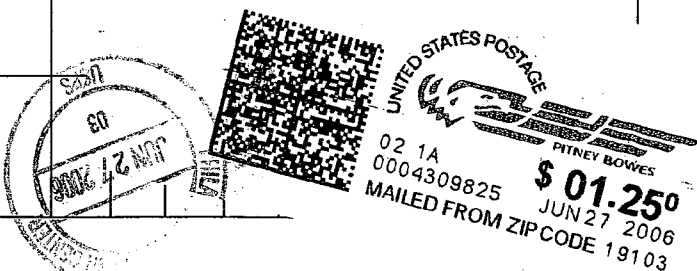
CQS

Name and  
Address  
of Sender



**COS**  
**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	Postage	Fee
1		TENANT/OCCUPANT ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692		
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		Household Realty Corporation 2742 Old Route 220, Plank Road Commons Altoona, PA 16601		
5				
6				
7				
8				
9				
10				
11				
12		<b>Re: THOMAS J. CORSON</b>	<b>KAZ TEAM 4</b>	<b>132034</b>
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	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.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company  
7467 New Ridge Road  
Hanover, MD 21076

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson  
Route 1 Box 66, AK/A 17 Cabin Road  
Westover, PA 16692

Defendants

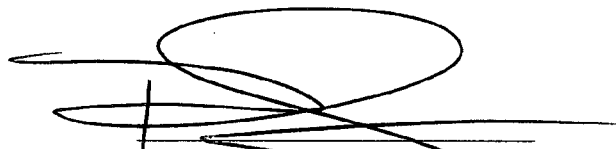
CIVIL DIVISION

NO.: 06-561-CD

Type of Case: Mortgage Foreclosure

PETITION FOR CORRECTIVE  
DEED PURSUANT TO RULE  
3135(b) AND SUPPLEMENTARY  
RELIEF IN AID OF EXECUTION  
PURSUANT TO RULE 3118

Filed on Behalf of:  
Plaintiff



Daniel G. Schmieg, Esquire  
Attorney for Plaintiff  
One Penn Center, Suite 1400  
1617 JFK Blvd.  
Philadelphia, PA 19103  
Ph: (215) 563-7000

**FILED** <sup>NO</sup> <sup>CC</sup>  
m/10:5034  
JAN 23 2007 (60)

William A. Shaw  
Prothonotary/Clerk of Courts

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Citifinancial Services, Inc., S/B/M To

Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**CERTIFICATE OF SERVICE**

I, Daniel G. Schmieg, Esquire, hereby certify that true and correct copies of the Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, and Brief were served upon the following:

Thomas J. Corson and Darlene F. Corson:

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

and

4637 Patchin Highway  
Cherry Tree, PA 15724

Tenant/Occupant

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

Household Realty Corporation

2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

Office of the Sheriff

Real Estate Coordinator

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 15853

Domestic Relations Clearfield County

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

Commonwealth of Pennsylvania

Department of Welfare

P.O. Box 2675

Harrisburg, PA 17105

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: 1/19/07

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To	:	COURT OF COMMON PLEAS
Associates Consumer Discount Company	:	
	:	CIVIL DIVISION
Plaintiff	:	
v.	:	NO.: 06-561-CD
	:	
Thomas J. Corson	:	CLEARFIELD County
Darlene F. Corson	:	
Defendants	:	

**RULE**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, upon consideration of the foregoing petition, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to he relief requested;
- (2) The respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) The petition shall be decided under Pa.R.C.P.No. 206.7:
- (4) Depositions shall be completed within \_\_\_\_\_ days of this date unless otherwise extended by the Court;
- (5) Either party may request oral argument pursuant to Sch.R.C.P. 206.7(d); and
- (6) Notice of the entry of this order shall be provided to all parties by the petitioner.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINSTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

BY THE COURT,

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To	:	
Associates Consumer Discount Company	:	
	:	CIVIL DIVISION
Plaintiff	:	
v.	:	NO.: 06-561-CD
	:	
Thomas J. Corson	:	
Darlene F. Corson	:	
	:	
Defendants	:	

**ORDER**

AND NOW, this        day of        , 2007, upon consideration of Plaintiff's  
Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of  
Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, and any response thereto, it is  
hereby ORDERED and DECREED that:

1. The September 1, 2006 Sheriff's sale of the property located Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, is confirmed;
2. The Mortgage to Citifinancial Services, Inc, S/B/M to Associates Consumer Discount Company recorded in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855 on December 3, 1999, is hereby reformed to include the correct metes and bounds as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H." and
3. The Sheriff of Clearfield County is directed to issue a corrective Sheriff's Deed in accordance with this order, which deed will utilize the correct metes and bounds description, as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H."

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Citifinancial Services, Inc., S/B/M To

Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**MEMORANDUM OF LAW**

**I. Factual Background:**

On October 24, 1995, Defendants Thomas J. Corson and Darlene F. Corson, acquired title to the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), which deed was recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1715, Page 505.

On October 30, 1999, Defendants, made, executed and delivered a Mortgage upon the mortgaged premises to Associates Consumer Discount Company, a Pennsylvania Corporation, which Mortgage was recorded on December 3, 1999 in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855.

The metes and bounds descriptions of the Deed and Mortgage erroneously omit directional calls.

The Defendants defaulted on the mortgage and, as a result of said default, Plaintiff initiated the instant foreclosure action. The Defendants failed to respond to the Complaint, and a Default Judgment in the amount of Seventy One Thousand, Sixty Eight Dollars,

**RECEIVED**

**JAN 26 2007**

Court Administrator's  
Office

and 92/100 (\$71,068.92) was entered on September 1, 2006. Notice of Sheriff's Sale of Real Estate was sent to all lien holders.

The Property was offered at Sheriff's Sale on September 1, 2006 and the Plaintiff entered the successful bid of the property for Forty Five Thousand Dollars and 00/100 (\$45,000.00).

Subsequent to the Sheriff's Sale, title to the property was vested in the name of the Plaintiff, by Sheriff's Deed.

Following the recording of the Sheriff's Deed, Plaintiff's attorney was advised through a potential purchaser that, although the reference to the mortgaged premises and tax parcel number were correct, i.e. Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, the legal descriptions of the Defendant's Deed, Mortgage, and certain pleadings including the Complaint, the Praecipe for Writ of Execution, the notice of Sheriff's sale, the advertisement, and consequently, the recorded Sheriff's Deed to Plaintiff, erroneously omitted directional calls from the metes and bounds description.

It is believed, and therefore averred, that all parties, and assembled bidders of the sale recognized that the mortgaged premises at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, was being offered for sale.

## **II. Legal Analyses:**

Pa.R.C.P. 3135 (B) provides as follows: "If the Sheriff has made a defective return of the execution proceeding or has executed a defective deed, including the erroneous description of the real estate, the court upon petition of the purchaser or the purchaser's



successors in title may correct the return or deed or order that a new return or deed be executed.”

Furthermore, 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...

(1) enjoining the negotiation, transfer, assignment or other disposition of any security, document of title, pawn ticket, instrument, mortgage, or document representing any property interest of the defendant subject to execution; . . . (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 Defendants.

Moreover, it is also clear that the mortgaged property at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, was property of the Defendant(s) and 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.

In Livingston v. Unis, 659 A.2d 606 (Pa. Cmwlth. 1995), the court state that “rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable.”

In addition, it has been held that this Court has plenary power to administer equity according to well-settled principles of equity jurisprudence in cases under its jurisdiction. Turner v. Hosteller, 359 Pa.Super.167, 518 A.2d 833 (1986). 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. Gunnnett v. Trout, 380 Pa. 504, 112 A.2d 333 (1955). It is unnecessary to re-hold the sale as the correct address, tax parcel number, and for all intents and purposes, the correct legal description, were utilized throughout the sale in all notifications. There is little doubt that all parties did not know that the correct property was exposed at sale. Although there are calls omitted in the metes and bounds description, the omissions are not fatal as it did not create confusion in what was being offered for sale. Due to these factors the sale should be confirmed as held. This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary.

Accordingly, Plaintiff respectfully requests this Honorable Court enter an Order to confirm the September 1, 2006 Sheriff's Sale of the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, and Reform Mortgage, Nunc Pro Tunc, and direct the Sheriff to issue a corrective Deed utilizing the correct legal description.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: January 18, 2007

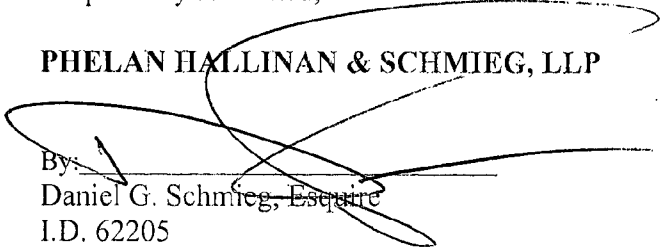
By:   
Daniel G. Schmieg, Esquire  
I.D. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

Exhibit "A"

VOL 1715 PAGE 505

# This Deed

MADE THE 24th day of October  
hundred ninety five (1995).

In the year of our Lord one thousand nine

BETWEEN CHARLES D. WAGNER and GLORIA J. WAGNER, husband and wife,  
of RR#1, Box 290 Salix, Pennsylvania, 15952,

AND

THOMAS J. CORSON and DARLENE F. CORSON, husband and wife,  
of P.O. Box 166, 722 7th Street, Colver, Pennsylvania,  
15927,WITNESSETH, that in consideration of FIFTY SEVEN THOUSAND NINE HUNDRED and  
NO/100 (\$57,900.00) Differ,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to  
the said grantees.ALL that certain piece or parcel of ground situate in the Township  
of Burnside, County of Clearfield, and State of Pennsylvania,  
bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

UNDER AND SUBJECT to the exceptions and reservations as were excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D. Wagner, by Quit Claim Deed of Farmers Home Administration dated May 25, 1993, and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1538, page 438. AND the said Charles D. Wagner married Gloria J. Wagner, therefore, she joins in this deed as wife of Charles D. Wagner to convey whatever interest, legal or equitable that she might have in the property described herein.

CLEARFIELD COUNTY  
REGISTERED OF RECORD  
TIME 1:05 PM 11-3-95  
BY Karen L. Starck  
FEES 13.50  
Karen L. Starck, Recorder

VOL 1715 PAGE 506

GRANTORS herein state that the hereinabove described property is not presently being used for the disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been so used. This statement is made in compliance with the Solid Waste Management Act 1980-97, Section 405.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH 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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

652 A

## NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this 3<sup>rd</sup> day of August, 1995.

.....  
Witness

*[Signature]* (SEAL)  
*[Signature]* (SEAL)

VOL 1715 PAGE 507

State of Pennsylvania

County of Cambria

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_

known to me (or satisfactorily proven) to be the person whose name \_\_\_\_\_ subscribed to the within instrument, and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

I do hereby certify that the precise residence and complete post office address of the within named grantee is P.O. Box 166 Colver, PA 15927

Nov. 3, 1995

*Kenneth R. Sottile*

COMMONWEALTH OF PENNSYLVANIA,

County of \_\_\_\_\_

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19\_\_\_\_, in the Recorder's office of the said County, in \_\_\_\_\_

Vol. \_\_\_\_\_, page \_\_\_\_\_

Given under my hand and the seal of the said office, this date above written.

\_\_\_\_\_, Recorder.

KENNETH R. SOTTILE, ESQ.  
Box 728, Bigler Ave.  
Spangler, PA 15775

VOL 1715 PAGE 508

AND the said grantor hereby covenants and agrees that he will warrant Generally the property hereby conveyed.

A Realty CONVEYANCE and Gift Document 748  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Signed Sealed and Delivered  
in the Presence of

State Tax 579.00  
Harmony Sch 289.50  
Burnside T-1 289.50

*Elizabeth J. Wagner*  
*Elizabeth J. Wagner*

*Charles D. Wagner*  
CHARLES D. WAGNER

GLORIA J. WAGNER

*Gloria J. Wagner*

State of Pennsylvania

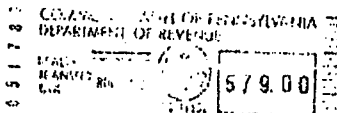
County of Cambria

On this the 24th day of October, 1995, before  
me, the undersigned of steel, personally appeared  
Charles D. Wagner and Gloria J. Wagner

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within  
instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and of steel seal.

*Elizabeth J. Wagner*



Notary Seal  
Elizabeth J. Woodcock, Notary Public  
Clearfield County, Pennsylvania  
My Commission Expires Sept. 9, 1996  
Notary, Pennsylvania Association of Notaries

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX  
AMOUNT \$ 579.00  
PAID 11-3-95 KAREN L. STARCK  
Date Agent

Entered of Record 11-3-1995 1:05pm Karen L. Starck, Recorder

Exhibit "B"



**MORTGAGE**

This Mortgage, entered into this 30 day of NOVEMBER, 1999, between  
THOMAS J. CORSON and DARLENE F. CORSON  
 of TOWNSHIP OF BURNSIDE  
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a  
 Pennsylvania corporation having an office and place of business at 2313 EAST STATE STREET HERMITAGE PA  
16148  
 Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of  
\$ 93577.22, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant  
 and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of BURNSIDE,  
 County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

DEED DATED: 10/24/95  
 DEED RECORDED: 11/3/95  
 DEED BOOK: 1715 PAGE 505

Legal Descriptions: land referred to in this commitment is described as all that  
 certain property situated in TOWNSHIP OF BURNSIDE in the County of Clearfield  
 and State of Pennsylvania and being described in a deed dated 10/24/95 and recorded  
 11/3/95 among the land records of the county and state set forth above and referenced  
 as follows Book 1715 page 505  
 containing 13.88 acres or land with a house, building and milk house  
 Rural Route 1 Box 66 Township of Burnside

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,  
 passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining,  
 herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto  
 Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

Unless prohibited under state law, as additional security, Mortgagors hereby give to and confer upon Mortgagee the right, power,  
 and authority, during the continuance of this Mortgage, to collect the rents, issues, and profits of said property, reserving unto  
 Mortgagors the right prior to any default by Mortgagors in payment of any indebtedness secured hereby or in performance of any  
 agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default,  
 Mortgagee, upon giving written notification to the Mortgagors or their successors, etc., may either in person, by agent, or by a  
 receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter  
 upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and  
 profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and  
 profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act  
 done pursuant to such notice.

THIS Mortgage is made subject to the following conditions, and mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein  
 and in said Loan Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof,  
 and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements now existing or hereinafter erected on the premises insured against loss or  
 damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and  
 such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an  
 insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate  
 Mortgagee as mortgage loss payee and shall be in a form acceptable to Mortgagee. Mortgagors hereby confer full power  
 on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds  
 becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the  
 premises or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan  
 Agreement shall not extend or postpone the due date of monthly installments due under the Loan Agreement.

The provisions appearing on page 2 (the reverse side of this Mortgage) are a part of this Mortgage.

011562 REV. 4-97

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

00270A.03

## Additional provisions referred to on page 1 (the other side of this Mortgage)

If Mortgagors fail to perform the covenants and agreements contained in this Mortgage, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgagee hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagee to Mortgagors, and may bear interest from the date of disbursement by Mortgagee at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action whatsoever.

4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Loan Agreement and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Loan Agreement, costs of suit, and costs of sale together with interest after judgment at the rate charged under the terms of the Loan Agreement.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Loan Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

*[Signature]*

*[Signature]*  
THOMAS J. CORSON  
*[Signature]*  
DARLENE F. CORSON

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MERCER

} SS.

On this 30 day of NOVEMBER, 1999, before me, a Notary Public, came THOMAS J. AND DARLENE F. CORSON, Mortgagor(s) above named, and acknowledged the within Mortgage to be THEIR TRUE act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Notarial Seal  
Pamela Sansotta, Notary Public  
Hermitage, Mercer County  
My Commission Expires Aug 3, 2000  
Member, Pennsylvania Association of Notaries

*[Signature]*  
Notary Public

### CERTIFICATE OF RESIDENCE

I, FONDA K. HORSMAN, of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is

2313 EAST STATE STREET

HERMITAGE 16148

, Pennsylvania.

WITNESS my hand, this 30 day of NOVEMBER, 1999

*[Signature]*  
Agent of Mortgagee

011552

00278.03

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

199919855

RECORDED ON

Dec 03, 1999

12:32:03 PM

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDER \$1.00  
IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

*The Commissioner*

Exhibit "C"

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UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

## QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to CHARLES D. WAGNER, a single individual, of R.R. #1, Box 290, Salix, Pennsylvania 15952 for the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars all its interest in the following described real estate situated in Burnside Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner at a point in the middle of a paved road, Township Route T-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to Route 17002 and Westover; thence following a curve in this road in a South-West direction...the following courses and distances; South 7 degrees 17 minutes West 158 feet; South 16 degrees 39 minutes West 100 feet; South 41 degrees 40 minutes West 100 feet; South 60 degrees 7 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

BEING the same parcel of land title conveyed to the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture by warranty deed of William E. Rainey, Sr. and Helen A. Rainey, his wife, dated December 12, 1990 and recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania on March 26, 1992 in Deed and Records Book Volume 1450, Page 212.

Subject to real estate mortgage to be given and executed by Grantor to the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, to secure portion of the purchase price of the above described premises.

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This Deed is executed and delivered pursuant to the provisions of the contract for sale dated April 29, 1993 and the authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated May 25, 1993

UNITED STATES OF AMERICA

By: Gary P. Zimmerman  
 GARY P. ZIMMERMAN  
 Acting State Director  
 Farmers Home Administration  
 United States Department of  
 Agriculture

In the presence of:

I hereby CERTIFY that this document  
 is recorded in the Recorder's Office of  
 Clearfield County, Pennsylvania.

Joanne Burski



Karen L. Stark  
 Karen L. Stark  
 Recorder of Deeds

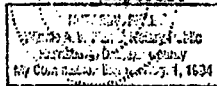
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
 COUNTY OF Dauphin :

I, the undersigned Notary Public in and for said State and County do hereby certify that on the 25th day of May, 1993, before me personally appeared Gary P. Zimmerman known to me and to me known to be the person and officer of the Farmers Home Administration, United States Department of Agriculture, described in and who executed the foregoing instrument, and he acknowledged to me that as his free act and deed he executed the said instrument in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



William A. Williams  
 Notary Public

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## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Charles D. Wagner*  
Charles D. Wagner

This 22nd day of June, 1993

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH 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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein

is as follows: R.R. #1, Box 290  
Salix, PA 15952

*R. Denning Gearhart*  
R. Denning Gearhart, Esquire

USDA-FmHA  
Form FmHA 1955-44  
(5-88)

Portion 5

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# NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION

Property Address: R. D. #1  
Westover, PA 16692

Pursuant to section 510(c) of the Housing Act of 1949, as amended, 42 U.S.C. §1480(c), the purchaser ("Grantee" herein) of the above-described real property (the "subject property" herein) covenants and agrees with the United States acting by and through Farmers Home Administration (the "Grantor" herein) that the dwelling unit(s) located on the subject property as of the date of this Quitclaim Deed will not be occupied or used for residential purposes until the item(s) listed at the end of this paragraph have been accomplished. This covenant shall be binding on Grantee and Grantee's heirs, assigns and successors and will be construed as both a covenant running with the subject property and as equitable servitude. This covenant will be enforceable by the United States in any court of competent jurisdiction. When the property complies with the following standards of the Farmers Home Administration or the unit(s) has been completely razed, upon application to Farmers Home Administration in accordance with its regulations, the subject property may be released from the effect of this covenant and this covenant will thereafter be of no further force or effect. The property must be repaired and/or renovated as follows:

1. Replace flooring in kitchen and install floor covering throughout entire house.
2. Provide an adequate and potable water supply.
3. Provide a functionally adequate, safe and operable heating, plumbing, and electrical systems.
4. Install a bathroom.
5. Install R-19 insulation in basement walls or ceiling, R-38 insulation in attic, and storm windows/doors throughout.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:24pm 6-22-93  
BY K.D. Gembach  
FEE 13.50  
Karen L. Storch, Recorder

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX  
AMOUNT \$ 200.00  
PAID 6-22-93 KAREN L. STORCH  
Date Agent

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY  
TRANSFER TAX  
JUN 22 1993  
200.00  
PR.11352

ORIGINAL

FmHA 1955-44 (5-88)

Entered of Record 6-22-1993 2:24pm Ka. on L. Storch, Recorder





Exhibit "D"

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 132034

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-CD

CLEARFIELD COUNTY

Plaintiff

v.

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

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

APR 11 2006

Defendants

Attest.

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

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

**ATTORNEY FILE COPY  
PLEASE RETURN**

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

132034

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO.

v.

CLEARFIELD COUNTY

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

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

**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., S/B/M TO ASSOCIATES  
CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

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

THOMAS J. CORSON, SR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

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

3. On 11/30/1999 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: 199919855.
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 11/10/2005 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	\$67,829.82
Interest	1,107.00
10/10/2005 through 04/07/2006 (Per Diem \$6.15)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
11/30/1999 to 04/07/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 70,736.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
<b>TOTAL</b>	<b>\$ 70,736.82</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. 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 \$ 70,736.82, together with interest from 04/07/2006 at the rate of \$6.15 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: \_\_\_\_\_

*Francis S. Hallinan*  
/s/Francis S. Hallinan

LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

## LEGAL DESCRIPTION

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

UNDER AND SUBJECT to the exceptions and reservations as were excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D. Wagner, by Quit Claim Deed of Farmers Home Administration dated May 25, 1993, and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1538, page 438. AND the said Charles D. Wagner married Gloria J. Wagner, therefore, she joins in this deed as wife of Charles D. Wagner to convey whatever interest, legal or equitable that she might have in the property described herein.

PREMISES; ROUTE 1 BOX 66



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.

FSH

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 4/7/16

Exhibit "E"

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

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY

7467 NEW RIDGE ROAD

HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-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 THOMAS J. CORSON and DARLENE F. CORSON, 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

\$ 70,736.82

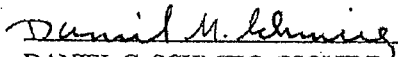
Interest - 4/8/06 TO 5/31/06

\$332.10

TOTAL

\$ 71,068.92

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: 6-1-06

  
PRO PROTHY

FILED

JUN 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

132034

Exhibit "F"

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

FILE COPY

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

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY, 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 ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692.

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

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

THOMAS J. CORSON	4637 PATCHIN HIGHWAY CHERRY TREE, PA 15724
------------------	---

DARLENE F. CORSON	4637 PATCHIN HIGHWAY CHERRY TREE, PA 15724
-------------------	---

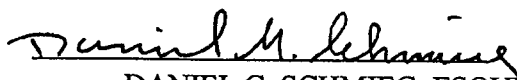
2. Name and address of Defendant(s) in the judgment:

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.

5/31/06  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076**

**Plaintiff,**

**v.**

**THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724**

**Defendant(s).**

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**CIVIL DIVISION**

**NO. 06-561-CD**

**AFFIDAVIT PURSUANT TO RULE 3129**

**CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**, 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 **ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692**.

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.)

**Household Realty  
Corporation**

**2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601**

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

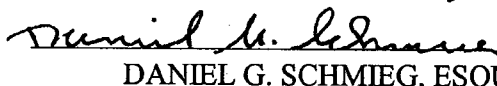
7. Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the Sale:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692
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.

5/31/06

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

COS

PHELAN HALLINAN &amp; SCHMIEG

One Penn Center at Suburban Station, Suite 1400

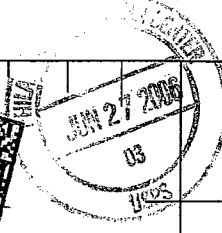
1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

Name and  
Address  
of Sender

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692		
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		Household Realty Corporation 2742 Old Route 220, Plank Road Commons Altoona, PA 16601		
5				
6				
7				
8				
9				
10				
11				
12		<b>Re: THOMAS J. CORSON</b>	<b>KAZ TEAM 4</b>	<b>132034</b>
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	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.

UNITED STATES POSTAGE  
\$01.25  
JUN 27 2006  
MAILED FROM ZIP CODE 19103  
0004309825  
02 1A  
FITNEY BOWES





# Exhibit "G"

On October 23, 2006 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument and acknowledged that he

SHERIFF'S DEED  
-ACT OF 1905

## **Know all Men by these Presents,**

That I, **Chester A. Hawkins**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$45,000.00 plus costs, to me in hand, do hereby grant and convey to **CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**, the following described property, to wit:

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

TITLE TO SAID PREMISES IS VESTED IN Thomas J. Corson and Darlene F. Corson, husband and wife, by Deed from Charles D. Wagner and Gloria J. Wagner, husband and wife, dated 10-24-95, recorded 11-3-95 in Deed Book 1715, page 505.

Premises being: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Tax Parcel No. B15-000-00050

SEIZED, taken in execution and sold as the property of **THOMAS J. CORSON AND DARLENE F. CORSON**, at the suit of **CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**. JUDGMENT NO. 06-561-CD

# Deed - Poll.

No.

**Chester A. Hawkins**  
**High Sheriff of Clearfield County**  
**TO**

**CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**  
**7467 NEW RIDGE ROAD**  
**HANOVER, MD 21076**

## SHERIFF DEED

Dated October 23, 2006

For \$45,000.00 + COSTS

Sold as the property of

**THOMAS J. CORSON AND DARLENE F. CORSON**

Sold on 06-561-CD

# 132034

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
CLEARFIELD CO SHERIFF

Instrument Number - 200617894  
Recorded On 10/23/2006 At 3:44:58 PM  
\* Instrument Type - DEED  
\* Total Pages - 5  
Invoice Number - 157141  
\* Grantor - CLEARFIELD CO SHERIFF  
\* Grantee - CITIFINANCIAL SERVICES INC  
\* Customer - CLEARFIELD CO SHERIFF

AFFIDAVIT No. 39716

**\* FEES**  
STATE WRIT TAX \$0.50  
JCS/ACCESS TO JUSTICE \$10.00  
RECORDING FEES - \$13.50  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL PAID \$29.00

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "H"

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner at a point in the middle of a paved road, Township Route T-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to Route 17002 and Westover; thence following a curve in this road in a South-West direction...the following courses and distances; South 7 degrees 17 minutes West 158 feet; South 16 degrees 39 minutes West 100 feet; South 41 degrees 40 minutes West 100 feet; South 60 degrees 7 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances; North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals;

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

PREMISE: ROUTE 1 BOX 66, A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

TAX PARCEL NO.: B15-000-00050

**VERIFICATION**

I, Daniel G. Schmieg, Esquire, hereby state that I am the attorney for the Plaintiff herein and am authorized to make this verification. I hereby verify that the information contained in Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sheriff's Sale, Nunc Pro Tunc, is true and correct to the best of my knowledge, information and belief. I am aware that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: January 18, 2007

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To	:	COURT OF COMMON PLEAS
Associates Consumer Discount Company	:	
	:	CIVIL DIVISION
Plaintiff	:	
v.	:	NO.: 06-561-CD
	:	
Thomas J. Corson	:	CLEARFIELD County
Darlene F. Corson	:	
Defendants	:	

**RULE**

AND NOW, this 25 day of Jan, 2007, upon consideration of the foregoing petition, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to he relief requested;
- (2) The respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) The petition shall be decided under Pa.R.C.P.No. 206.7:
- (4) Depositions shall be completed within \_\_\_\_ days of this date unless otherwise extended by the Court;
- (5) Either party may request oral argument pursuant to Sch.R.C.P. 206.7(d); and
- (6) Notice of the entry of this order shall be provided to all parties by the petitioner.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINSTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

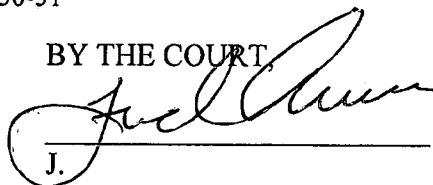
**FILED**

01:00 PM  
JAN 25 2007

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Atty  
Schmieg

BY THE COURT

  
J.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

CIVIL DIVISION

NO.: 06-561-CD

**ORDER**

AND NOW, this            day of            , 2007, upon consideration of Plaintiff's  
Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of  
Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, and any response thereto, it is  
hereby ORDERED and DECREED that:

1. The September 1, 2006 Sheriff's sale of the property located Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, is confirmed;
2. The Mortgage to Citifinancial Services, Inc, S/B/M to Associates Consumer Discount Company recorded in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855 on December 3, 1999, is hereby reformed to include the correct metes and bounds as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H." and
3. The Sheriff of Clearfield County is directed to issue a corrective Sheriff's Deed in accordance with this order, which deed will utilize the correct metes and bounds description, as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H."

\_\_\_\_\_  
J.

FILED No CC

JAN 23 2007

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Citifinancial Services, Inc., S/B/M To

Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**PETITION TO CORRECT DEED PURSUANT TO PA.R.C.P. 3135(b) AND  
SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO PA.R.C.P. 3118  
TO CONFIRM SALE, AND REFORM MORTGAGE, NUNC PRO TUNC**

AND NOW COMES Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby petitions this Court to confirm the September 1, 2006 Sheriff's Sale of Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), and Reform Mortgage, Nunc Pro Tunc, and in support thereof avers the following:

1. On October 24, 1995, Defendants Thomas J. Corson and Darlene F. Corson, acquired title to the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), which deed was recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1715, Page 505. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the deed.
2. On October 30, 1999, Defendants, made, executed and delivered a Mortgage upon the mortgaged premises to Associates Consumer Discount Company, a

Pennsylvania Corporation, which Mortgage was recorded on December 3, 1999 in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855. The mortgage legal description erroneously omits calls from the metes and bounds description. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of the mortgage.

3. The metes and bounds description of the above Deed and Mortgage erroneously omit directional calls. Attached hereto, made a part hereof and marked as Exhibit "C" is a true and correct copy of a deed dated May 25, 1993 and recorded in Record Book 1538, Page 438, which includes the complete metes and bounds description.
4. Defendants defaulted on the above-referenced mortgage and, as a result of said default, Plaintiff initiated the instant foreclosure action. Attached hereto, made a part hereof and marked as Exhibit "D" is a true and correct copy of Plaintiff's Mortgage Foreclosure Complaint.
5. Defendants failed to respond to the Complaint, and a Default Judgment in the amount of Seventy One Thousand, Sixty Eight Dollars, and 92/100 (\$71,068.92) was entered on September 1, 2006. Attached hereto, made part hereof, and marked as Exhibit "E" is a true and correct copy of the Praecipe for Default Judgment.
6. Pursuant to a Writ of Execution, the Property was listed for Sheriff's Sale and Notice of Sheriff's Sale of Real Estate was sent to lien holders. Attached hereto, and marked as Exhibit "F" is a true and correct copy of Plaintiff's Affidavit pursuant to Pa.R.C.P., Rule 3129.1.

7. The Property was offered at Sheriff's Sale on September 1, 2006 and the Plaintiff entered the successful bid of the property for Forty Five Thousand Dollars and 00/100 (\$45,000.00).
8. Subsequent to the Sheriff's Sale, title to the property was vested in the name of the Plaintiff, by Sheriff's Deed. Attached hereto, made part hereof, and marked as Exhibit "G" is a true and correct copy of the Sheriff's Deed.
9. Following the recording of the Sheriff's Deed, Plaintiff's attorney was advised through a potential purchaser that the legal descriptions of the Defendant's Deed, Mortgage, and certain pleadings including the Complaint, the Praecipe for Writ of Execution, the notice of Sheriff's sale, the advertisement, and consequently, the recorded Sheriff's Deed to Plaintiff, erroneously omitted directional calls from the metes and bounds description. Specifically:
  - a. Paragraph 2, Line 7 omits, "... South 16 degrees 39 minutes West 100 feet..."
  - b. Paragraph 2, Line 8 omits, "... South 41 degrees 40 minutes West 100 feet..."
  - c. Paragraph 2, Line 9 omits, "...South 60 degrees 7 minutes 100 feet..."

Attached hereto, made part hereof, and marked as Exhibit "H" is a true and correct copy of the correct legal description.

10. All references to the address and tax parcel number of the mortgaged premises, i.e. Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, were consistent with the deed, mortgage, notices, advertising, posting and publication in the foreclosure, but for the deminimis omissions.

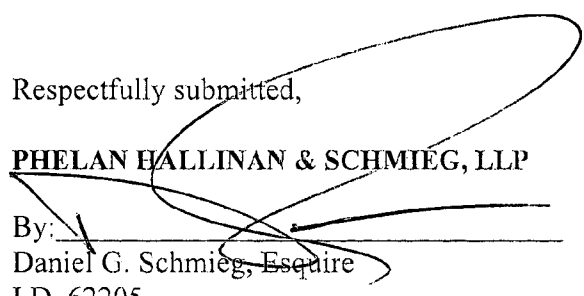
11. It is believed, and therefore averred, that all parties, and assembled bidders of the sale recognized that the mortgaged premises at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, was being offered for sale.

12. It is further believed and therefore averred that the relief requested will not prejudice the Defendants, as this case does not involve any dispute as to the title or identity of the property owned by the Defendants. Plaintiff's requested relief will restore title to the state which all interested parties originally intended.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant Plaintiff's Petition and confirm the September 1, 2006 Sheriff's Sale of the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, and Reform Mortgage, Nunc Pro Tunc, and direct the Sheriff to issue a corrective Deed utilizing the correct legal description.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

By:   
Daniel G. Schmieg, Esquire  
I.D. 62205

One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

Exhibit "A"

VOL 1715 Page 505

**This Deed**MADE THE 24th day of October  
hundred ninety five (1995).

In the year of our Lord one thousand nine

BETWEEN CHARLES D. WAGNER and GLORIA J. WAGNER, husband and wife,  
of RR#1, Box 290 Salix, Pennsylvania, 15952,

AND

THOMAS J. CORSON and DARLENE F. CORSON, husband and wife,  
of P.O. Box 166, 722 7th Street, Colver, Pennsylvania,  
15927,WITNESSETH, that in consideration of FIFTY SEVEN THOUSAND NINE HUNDRED and  
NO/100 (\$57,900.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to  
the said grantees.ALL that certain piece or parcel of ground situate in the Township  
of Burnside, County of Clearfield, and State of Pennsylvania,  
bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a  
paved road, Township Route T-311, leading to Patchinville; thence  
South 85 degrees 15 minutes East for a distance of 1774.2 feet to  
a point in the middle of a dirt road, Township Route T-311 leading  
to route 17002 and Westover; thence following a curve in this road  
in a South-West direction the following courses and distances;  
South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes  
West 100 feet; thence following Township Route T-311 North 82  
degrees 50 minutes West for a distance of 1169.4 feet; thence  
following a curve in this road in a northerly direction the  
following courses and distances: North 73 degrees 27 minutes West  
100 feet; North 42 degrees 15 minutes West 100 feet; North 26  
degrees 41 minutes West for a distance of 318.9 feet to the place  
of beginning. Containing 13.88 acres, having erected thereon a  
house and barn. Reserving however, all coal, gas and oil and other  
minerals in and under the above described tract of land, together  
with the mining rights and privileges, and with right of ingress,  
egress and regress and right of way to recover such gas and  
minerals.

The gas and oil is subject to a lease to the Consolidated Gas and  
Oil Company.UNDER AND SUBJECT to the exceptions and reservations as were  
excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D.  
Wagner, by Quit Claim Deed of Farmers Home Administration dated  
May 25, 1993, and recorded in the Recorder's Office in and for  
Clearfield County in Deed Book Volume 1538, page 438. AND the said  
Charles D. Wagner married Gloria J. Wagner, therefore, she joins in  
this deed as wife of Charles D. Wagner to convey whatever interest,  
legal or equitable that she might have in the property described  
herein.

CLEARFIELD COUNTY  
BUREAU OF RECORDS  
TIME 1:05 PM  
BY Karen L. Starck  
FEES 13.50  
Karen L. Starck, Recorder

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GRANTORS herein state that the hereinabove described property is not presently being used for the disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been so used. This statement is made in compliance with the Solid Waste Management Act 1980-97, Section 405.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH 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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

662 A

## NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this 3<sup>rd</sup> day of November, 1995.

.....  
Witness

*[Signature]* ..... (SEAL)  
Attorney for Grantee ..... (SEAL)



VOL 1715 PAGE 507

State of Pennsylvania

County of Cambria

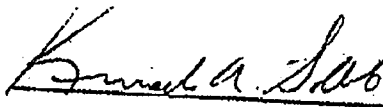
On this the \_\_\_\_\_ day of \_\_\_\_\_  
me, the undersigned officer, personally appeared

, 19\_\_\_\_, before

known to me (or satisfactorily proven) to be the person whose name subscribed to the within  
instrument, and acknowledged that executed the same for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

I do hereby certify that the precise residence and complete post office address of the within named grantee  
is P.O. Box 166 Colver, PA 15927

Nov. 3, 1995



COMMONWEALTH OF PENNSYLVANIA,

County of \_\_\_\_\_

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19\_\_\_\_, in the Recorder's office of the said County, in \_\_\_\_\_  
Vol. \_\_\_\_\_, page \_\_\_\_\_

Given under my hand and the seal of the said office, the date above written.

\_\_\_\_\_, Recorder.

KENNETH R. SOTTILE, ESQ.  
Box 728, Bigler Ave.  
Spangler, PA 15775

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AND the said grantor hereby covenants and agrees that he will warrant Generally the property hereby conveyed.

A Realty CERTIFICATE and this document VIL  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Signed Sealed and Delivered  
in the Presence of

State Tax 579.00  
Harmony Sch 289.50  
Burnside Twp 289.50

*Elizabeth J. Wachuck*  
*Elizabeth J. Wachuck*

*Charles D. Wagner*  
CHARLES D. WAGNER

GLORIA J. WAGNER

*Gloria J. Wagner*

State of Pennsylvania

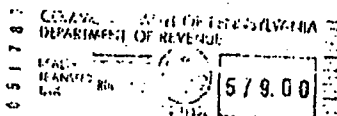
County of Cambria

On this the 24th day of October, 1995, before  
me, the undersigned of steel, personally appeared  
Charles D. Wagner and Gloria J. Wagner

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within  
instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Elizabeth J. Wachuck*



Notary Seal  
Elizabeth J. Wachuck, Notary Public  
Springdale, Cambria County  
My Commission Expires Sept. 9, 1996  
Notary, Pennsylvania Association of Notaries

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX  
AMOUNT \$ 579.00  
PAID 11-3-95 KAREN L. STARCK  
Date Agent

Entered of Record 11-3-1995 1:05pm Karen L. Starck, Recorder

## Exhibit “B”

**MORTGAGE**

This Mortgage, entered into this 30 day of NOVEMBER, 1999, between  
THOMAS J. CORSON and DARLENE F. CORSON  
 of TOWNSHIP OF BURNSIDE  
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a  
 Pennsylvania corporation having an office and place of business at 2313 EAST STATE STREET HERMITAGE PA  
 Pennsylvania, herein called "Mortgagee." 16148

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of  
\$ 93577.22, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant  
 and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of BURNSIDE,  
 County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

DEED DATED: 10/24/95  
 DEED RECORDED: 11/3/95  
 DEED BOOK: 1715 PAGE 505

Legal Descriptions: land referred to in this commitment is described as all that  
 certain property situated in TOWNSHIP OF BURNSIDE in the County of Clearfield  
 and State of Pennsylvania and being described in a deed dated 10/24/95 and recorded  
 11/3/95 among the land records of the county and state set forth above and referenced  
 as follows Book 1715 page 505  
 containing 13.88 acres or land with a house, building and milk house  
 Rural Route 1 Box 66 Township of Burnside

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,  
 passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining,  
 herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto  
 Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

Unless prohibited under state law, as additional security, Mortgagors hereby give to and confer upon Mortgagee the right, power,  
 and authority, during the continuance of this Mortgage, to collect the rents, issues, and profits of said property, reserving unto  
 Mortgagors the right prior to any default by Mortgagors in payment of any indebtedness secured hereby or in performance of any  
 agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default,  
 Mortgagee, upon giving written notification to the Mortgagors or their successors, etc., may either in person, by agent, or by a  
 receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter  
 upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and  
 profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and  
 profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act  
 done pursuant to such notice.

THIS Mortgage is made subject to the following conditions, and mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein  
 and in said Loan Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof,  
 and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements now existing or hereinafter erected on the premises insured against loss or  
 damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and  
 such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an  
 insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate  
 Mortgagee as mortgage loss payee and shall be in a form acceptable to Mortgagee. Mortgagors hereby confer full power  
 on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds  
 becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the  
 premises or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan  
 Agreement shall not extend or postpone the due date of monthly installments due under the Loan Agreement.

The provisions appearing on page 2 (the reverse side of this Mortgage) are a part of this Mortgage.

011552 REV. 4-97

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

00279A.00

## Additional provisions referred to on page 1 (the other side of this Mortgage)

If Mortgagors fail to perform the covenants and agreements contained in this Mortgage, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgagee hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagee to Mortgagors, and may bear interest from the date of disbursement by Mortgagee at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action whatsoever.

4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Loan Agreement and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Loan Agreement, costs of suit, and costs of sale together with interest after judgment at the rate charged under the terms of the Loan Agreement.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Loan Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

*[Signature]*

*[Signature]*

THOMAS J. CORSON

(SEAL)

*[Signature]*

DARLENE F. CORSON

(SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MERCER

} ss.

On this 30 day of NOVEMBER, 1999, before me, a Notary Public, came THOMAS J. AND DARLENE F. CORSON, Mortgagor(s) above named, and acknowledged the within Mortgage to be THEIR TRUE act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Notarial Seal  
Pan... in Sansotta, Not... Public  
Hermitage, Mercer County  
My Commission Expires Aug 31, 2000

Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, FONDA K. HORSMAN of Associates Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the address of said Mortgagee is

2313 EAST STATE STREET

HERMITAGE 16148

, Pennsylvania.

WITNESS my hand, this 30 day of NOVEMBER, 1999

*[Signature]*  
Agent of Mortgagee

611552

002798.03

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

199919855

RECORDED ON

Dec 03, 1999

12:32:03 PM

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FUND

RECORDER \$1.00  
IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

*The Recorder*

Exhibit "C"

VOL 1538 PAGE 438

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

## QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to CHARLES D. WAGNER, a single individual, of R.R. #1, Box 290, Salix, Pennsylvania 15952 for the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars all its interest in the following described real estate situated in Burnside Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner at a point in the middle of a paved road, Township Route T-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to Route 17002 and Westover; thence following a curve in this road in a South-West direction...the following courses and distances; South 7 degrees 17 minutes West 158 feet; South 16 degrees 35 minutes West 100 feet; South 41 degrees 40 minutes West 100 feet; South 60 degrees 7 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 25 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

BEING the same parcel of land title conveyed to the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture by warranty deed of William E. Rainey, Sr. and Helen A. Rainey, his wife, dated December 12, 1990 and recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania on March 26, 1992 in Deed and Records Book Volume 1450, Page 212.

Subject to real estate mortgage to be given and executed by Grantee to the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, to secure portion of the purchase price of the above described premises.



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This Deed is executed and delivered pursuant to the provisions of the contract for sale dated April 29, 1993 and the authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated May 25, 1993

## UNITED STATES OF AMERICA

By: Gary P. Zimmerman  
 GARY P. ZIMMERMAN  
 Acting State Director  
 Farmers Home Administration  
 United States Department of  
 Agriculture

In the presence of:

I hereby CERTIFY that this document  
 is recorded in the Recorder's Office of  
 Clearfield County, Pennsylvania.

Janet Duraki



Karen L. Starck

Karen L. Starck  
 Recorder of Deeds

## ACKNOWLEDGMENT

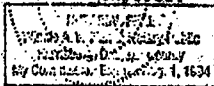
COMMONWEALTH OF PENNSYLVANIA :  
 COUNTY OF Dauphin : SS.

I, the undersigned Notary Public in and for said State and County do hereby certify that on the 25th day of May, 1993, before me personally appeared Gary P. Zimmerman known to me and to me known to be the person and officer of the Farmers Home Administration, United States Department of Agriculture, described in and who executed the foregoing instrument, and he acknowledged to me that as his free act and deed he executed the said instrument in the capacity therein stated and for the purposes therein contained.

seal.

IN WITNESS WHEREOF, I hereunto set my hand and official

My Commission expires:



William A. Killian  
 Notary Public

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## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Charles D. Wagner*  
Charles D. Wagner

This 22nd day of June, 1993

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH 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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein

is as follows: R.R. #1, Box 290  
Salix, PA 15952

*R. Denning Gearhart*  
R. Denning Gearhart, Esquire

USDA-FmHA  
Form FmHA 1955-44  
(5-88)

Position 5

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# NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION

Property Address R. D. #1  
Vestover, PA 16692

Pursuant to section 510(c) of the Housing Act of 1949, as amended, 42 U.S.C. §1480(c), the purchaser ('Grantee' herein) of the above-described real property (the 'subject property' herein) covenants and agrees with the United States acting by and through Farmers Home Administration (the 'Grantor' herein) that the dwelling unit(s) located on the subject property as of the date of this Quitclaim Deed will not be occupied or used for residential purposes until the item(s) listed at the end of this paragraph have been accomplished. This covenant shall be binding on Grantor and Grantee's heirs, assigns and successors and will be construed as both a covenant running with the subject property and as equitable servitude. This covenant will be enforceable by the United States in any court of competent jurisdiction. When the property complies with the following standards of the Farmers Home Administration or the unit(s) has been completely razed, upon application to Farmers Home Administration in accordance with its regulations, the subject property may be released from the effect of this covenant and this covenant will thereafter be of no further force or effect. The property must be repaired and/or renovated as follows:

1. Replace flooring in kitchen and install floor covering throughout entire house.
2. Provide an adequate and potable water supply.
3. Provide a functionally adequate, safe and operable heating, plumbing, and electrical systems.
4. Install a bathroom.
5. Install R-19 insulation in basement walls or ceiling, R-38 insulation in attic, and storm windows/doors throughout.

CLEARFIELD COUNTY  
ENTERED OF RECORD 6-22-93  
TIME 2:24pm  
BY R.D. Gumbach  
FEES 13.50  
Karen L. Storch, Recorder

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 200.00  
PAID 6-22-93 KAREN L. STORCH  
Date Agent

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX JUN 22 1993 200.00  
PR 11352

ORIGINAL

FmHA 1955-44 (5-88)

Entered of Record 6-22 19 93, 2:24pm Karen L. Storch, Recorder

01/27/03 7:17:08 AM

## RESIDENTIAL PROPERTY RECORD CARD

CLEARFIELD, PA

EFFECTIVE DATE OF VALUE: 4/01/2000

SHEPARD RD

Control #: 108050239 Map #: 108081500000050

ZONING:

CLASS: F

STATE CLASS:

CARD #: 2 OF 2

## CURRENT OWNER/ADDRESS

CORSON, THOMAS J. &amp; DARLENE F.

## LAND DATA:

TYPE

SIZE

HBHD ID:

14.00

LIVING UNITS:

1

ROUTING #:

R R 1  
VESTOVER

16692

0.000

0.000

0.000

0.000

INFLUENCE FACTORS

X

LAND VALUE

0

0

0

0

- ASSESSMENT INFORMATION -

PRIOR

CURRENT

LAND 12,800 12,800

BUILDING 18,500 39,500

TOTAL 31,300 52,100

ASSESSED 0 13,025

19870428 026

20620619 15

DEED BOOK: 1715  
DEED PAGE: 0505  
DEED DATE: 0

TOTAL ACREAGE: .13.880

TOTAL LAND VALUE:

12,800

## SALES DATA:

## PERMIT DATA:

## ADDITION DATA:

Date	Type	Price	Valid	Date	#	Amount	Purpose	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
19930601	LAND + BLDG	20,000	J	0	0	0						0	000
19951001	LAND + BLDG	57,900	A	0	0	0						0	000
				0	0	0						0	000

## DWELLING DATA:

## COST APPROACH COMPUTATIONS

Style: CONVENTIONAL Color: NATURAL  
Walls: FRAME/EQUAL Story Ht. 1.0

Total Rooms: 4 Bedrooms: 2

Basement: NONE Attic: NONE

Full Baths: 1 Add'l Fixtures: 0

Half Baths: 0 Total Fixtures: 5

Heating: BASIC Heating System: WARM AIR

Type: Oil

Fin. Bsmt. Living Area: 0 X 0

Basement Rec Room Area: 0 X 0

No / Metal Fireplaces: 0 / 0

Basement Garage (# Cars): 0

Ground Flr Area: 521

Total Living Area: 521

Quality Grade: C CDU: FR

Year Built: 1982 Condition: FAIR

Base Price 26,290

Plumbing 0

Additions 0

Unfin. Area 0

Basement -3,630

Attic 0

Heat/AC Adj. 0

FELA 0

Sec Rm 0

Fireplace 0

Bsmt. Gar. 0

SUBTOTAL 22,660

Grade Factor 1.00

C &amp; D factor 0

TOTAL RCM 22,660

% Good 0.50

Market Adj. 0

TOTAL RCHLD \$16,100

## OUTBUILDING DATA

Type Qty. Yr Size1 Size2 Grd Cond Value

0 0 0 0 0 \$0

0 0 0 0 0 \$0

0 0 0 0 0 \$0

0 0 0 0 0 \$0

0 0 0 0 0 \$0

0 0 0 0 0 \$0

## NOTES:

DID NOT ALLOW INSPECTION

VALUE FLAG: 5

Misc OBJ Desc:  
Total OBJ Value \*

0

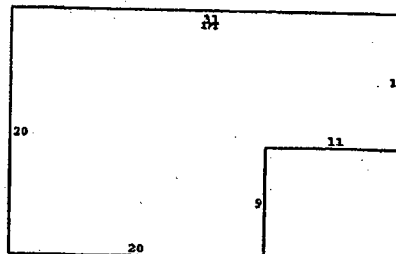


Exhibit "D"

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

132034

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff

v.

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-CD

CLEARFIELD COUNTY

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

APR 11 2006

Attest.

*William D. H.*  
Prothonotary/  
Clerk of Courts

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

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

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

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

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

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

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

ATTORNEY FILE COPY  
PLEASE RETURN

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

132034

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff

v.

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

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.

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100 South Street  
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David S. Meholic, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

**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., S/B/M TO ASSOCIATES  
CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

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

THOMAS J. CORSON, SR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

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

3. On 11/30/1999 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: 199919855.
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 11/10/2005 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	\$67,829.82
Interest	1,107.00
10/10/2005 through 04/07/2006 (Per Diem \$6.15)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
11/30/1999 to 04/07/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 70,736.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
<b>TOTAL</b>	<b>\$ 70,736.82</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. 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 \$ 70,736.82, together with interest from 04/07/2006 at the rate of \$6.15 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 that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

UNDER AND SUBJECT to the exceptions and reservations as were excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D. Wagner, by Quit Claim Deed of Farmers Home Administration dated May 25, 1993, and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1538, page 438. AND the said Charles D. Wagner married Gloria J. Wagner, therefore, she joins in this deed as wife of Charles D. Wagner to convey whatever interest, legal or equitable that she might have in the property described herein.

PREMISES; ROUTE 1 BOX 66

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.

FS Lee

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 4/7/16

Exhibit "E"

PHELAN HALLINAN &amp; 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

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY

7467 NEW RIDGE ROAD

HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-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 THOMAS J. CORSON and DARLENE F. CORSON, 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

\$ 70,736.82

Interest - 4/8/06 TO 5/31/06

\$332.10

TOTAL

\$ 71,068.92

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: 6-1-06

*William A. Shaw*  
PRO PROTHY

FILED

JUN 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

132034

Exhibit "F"

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

FILE COPY

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

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY, 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 ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692.

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

NAME

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

THOMAS J. CORSON

4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

DARLENE F. CORSON

4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

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

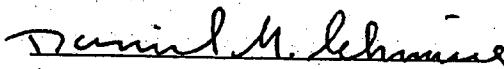
NAME

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.

5/31/06  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff



CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY, 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 ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692.

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.)

Household Realty  
Corporation

2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

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.)
------	---

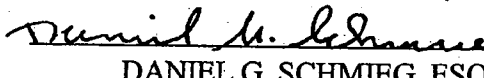
TENANT/OCCUPANT	ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692
-----------------	--

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.

5/31/06  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

CQS

Name and  
Address  
of Sender

↑  
PHELAN HALLINAN & SCHMIDT  
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	Postage	Fee
1		TENANT/OCCUPANT ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692		
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		Household Realty Corporation 2742 Old Route 220, Plank Road Commons Altoona, PA 16601		
5				
6				
7				
8				
9				
10				
11				
12		<b>Re: THOMAS J. CORSON</b>	<b>KAZ TEAM 4</b>	<b>132034</b>
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	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.

UNITED STATES POSTAGE  
02 1A  
0004309825  
JUN 27 2006  
\$ 01.25  
MAILED FROM ZIP CODE 19103  
PRINCE BOWEN



Exhibit "G"

On October 23, 2006 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument and acknowledged that he

SHERIFF'S DEED  
-ACT OF 1965

## **Know all Men by these Presents,**

That I, **Chester A. Hawkins**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$45,000.00 plus costs, to me in hand, do hereby grant and convey to **CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**, the following described property, to wit:

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

TITLE TO SAID PREMISES IS VESTED IN Thomas J. Corson and Darlene F. Corson, husband and wife, by Deed from Charles D. Wagner and Gloria J. Wagner, husband and wife, dated 10-24-95, recorded 11-3-95 in Deed Book 1715, page 505.

Premises being: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Tax Parcel No. B15-000-00050

SEIZED, taken in execution and sold as the property of **THOMAS J. CORSON AND DARLENE F. CORSON**, at the suit of **CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**. JUDGMENT NO. 06-561-CD

# Deed - Poll.

No.

**Chester A. Hawkins**  
**High Sheriff of Clearfield County**  
**TO**

**CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**  
**7467 NEW RIDGE ROAD**  
**HANOVER, MD 21076**

## SHERIFF DEED

Dated October 23, 2006

For \$45,000.00 + COSTS

Sold as the property of

**THOMAS J. CORSON AND DARLENE F. CORSON**

Sold on 06-561-CD

# 132034

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
CLEARFIELD CO SHERIFF

Instrument Number - 200617894  
Recorded On 10/23/2006 At 3:44:58 PM

\* Instrument Type - DEED

\* Total Pages - 5

Invoice Number - 157141

\* Grantor - CLEARFIELD CO SHERIFF

\* Grantee - CITIFINANCIAL SERVICES INC

\* Customer - CLEARFIELD CO SHERIFF

AFFIDAVIT NO. 39716

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$29.00

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "H"



ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner at a point in the middle of a paved road, Township Route T-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to Route 17002 and Westover; thence following a curve in this road in a South-West direction...the following courses and distances; South 7 degrees 17 minutes West 158 feet; South 16 degrees 39 minutes West 100 feet; South 41 degrees 40 minutes West 100 feet; South 60 degrees 7 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

PREMISE: ROUTE 1 BOX 66, A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

TAX PARCEL NO.: B15-000-00050

By: DANIEL G. SCHMIEG, ESQUIRE  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

NO.: 06-561-CD

v.

Thomas J. Corson  
Darlene F. Corson

CLEARFIELD County

Defendants

**FILED** *nc*  
*m 10:31*  
**JAN 30 2007**  
William A. Shaw  
Prothonotary/Clerk of Courts

### CERTIFICATE OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that true and correct copy of the attached Rule to Show Cause dated January 25, 2007 regarding Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc was served upon the following:

Thomas J. Corson and Darlene F. Corson:

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

and

4637 Patchin Highway  
Cherry Tree, PA 15724

Tenant/Occupant

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

Household Realty Corporation

2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

Office of the Sheriff  
Real Estate Coordinator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853

Domestic Relations Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Commonwealth of Pennsylvania  
Department of Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

Respectfully submitted,

**PHILAN HALLINAN & SCHMIEG, LLP**

Dated: 1-29-07

By: 

Daniel G. Schmieg, Esquire  
I.D. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

RULE

AND NOW, this 25 day of Jan, 2007, upon consideration of the foregoing petition, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to he relief requested;
- (2) The respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) The petition shall be decided under Pa.R.C.P.No. 206.7:
- (4) Depositions shall be completed within \_\_\_\_ days of this date unless otherwise extended by the Court;
- (5) Either party may request oral argument pursuant to Sch.R.C.P. 206.7(d); and
- (6) Notice of the entry of this order shall be provided to all parties by the petitioner.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINSTRATOR  
Clearfield County Courthouse

Second & Market Streets

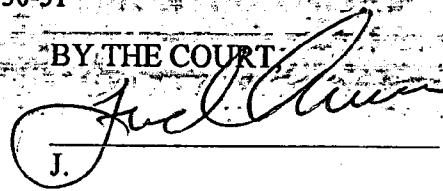
Clearfield, PA 16830

(814) 765-2641, Ext. 50-51


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

JAN 25 2007

BY THE COURT

  
J.

Attest.

  
Prothonotary/  
Clerk of Courts

FILED NO CC  
M/10:49/04  
FEB 28 2007 (6K)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company  
7467 New Ridge Road  
Hanover, MD 21076

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson  
Route 1 Box 66, AK/A 17 Cabin Road  
Westover, PA 16692

Defendants

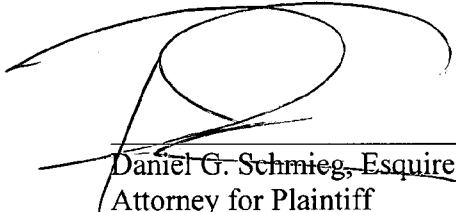
CIVIL DIVISION

NO.: 06-561-CD

Type of Case: Mortgage Foreclosure

PETITION TO MAKE RULE  
ABSOLUTE

Filed on Behalf of:  
Plaintiff

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff  
One Penn Center, Suite 1400  
1617 JFK Blvd.  
Philadelphia, PA 19103  
Ph: (215) 563-7000

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19102-1799

(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO.: 06-561-CD  
: CLEARFIELD County, Pennsylvania  
:  
:  
:  
:

**CERTIFICATE OF SERVICE**

I hereby certify a true and correct copy of the foregoing Motion to Make Rule Absolute was served by regular mail upon the following:

Thomas J. Corson and Darlene F. Corson:

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

and

4637 Patchin Highway  
Cherry Tree, PA 15724

Tenant/Occupant

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

Office of the Sheriff  
Real Estate Coordinator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853

Domestic Relations Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Household Realty Corporation  
2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

Commonwealth of Pennsylvania  
Department of Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

Respectfully submitted,

Date: February 27, 2007

**PHILAN HALLINAN & SCHMIEG, LLP**

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza

Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

FILED  
9/4:00/34  
FEB 28 2007

William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Atty Schmitz  
ICC Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

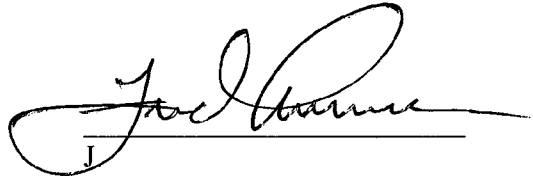
Citifinancial Services, Inc., S/B/M To	:	CIVIL DIVISION
Associates Consumer Discount Company	:	
	:	NO.: 06-561-CD
Plaintiff	:	
v.	:	
Thomas J. Corson	:	
Darlene F. Corson	:	
Defendants	:	

ORDER

AND NOW, this 28 day of Feb, 2007, upon consideration of Plaintiff's Petition to Make Rule Absolute it is hereby ORDERED and DECREED that the Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, shall be and is hereby made absolute and that:

1. The September 1, 2006 Sheriff's sale of the property located Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, is confirmed;
2. The Mortgage to Citifinancial Services, Inc, S/B/M to Associates Consumer Discount Company recorded in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855 on December 3, 1999, is hereby reformed to include the correct metes and bounds as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H"; and

3. The Sheriff of Clearfield County is directed to issue a corrective Sheriff's Deed in accordance with this order, which deed will utilize the correct metes and bounds description, as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H."



A handwritten signature in cursive script, appearing to read "Jack Hanne", is written over a horizontal line. A small capital letter "J" is printed directly beneath the line, aligned with the start of the signature.



FILED

FEB 28 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE 2/28/07

☒ 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:

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19102-1799

(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO.: 06-561-CD  
:  
: CLEARFIELD County, Pennsylvania  
:  
:  
:  
:  
:

**MOTION TO MAKE RULE ABSOLUTE**

Plaintiff, by and through its attorney, Phelan, Hallinan & Schmieg, LLP, hereby petitions this Honorable Court to make Rule to Show Cause absolute in the above-captioned action, and in support thereof, avers as follows:

1. That it is the Plaintiff in this action.
2. The Petition and Rule to Show Cause were timely served upon all parties in accordance with the applicable Rules of Civil Procedure by Plaintiff's Counsel on

January 29, 2007. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy the filed Certificate of Service of said Rule to Show Cause.

3. Thomas J. Corson and Darlene F. Corson have failed to respond or otherwise plead to the said Petition and, as a result, Plaintiff is entitled to the Relief requested. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order making the Rule to Show Cause absolute.

Respectfully submitted,

**PHILAN HALLINAN & SCHMIEG, LLP**

By: 

Daniel G. Schmieg, Esquire  
I.D. 62205  
One Penn Center Plaza  
Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

Exhibit “A”

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citifinancial Services, Inc., S/B/M To

Associates Consumer Discount Company

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

NO. 06-561-CD

CLEARFIELD County

FILED

JAN 30 2007

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that true and correct copy of the attached Rule to Show Cause dated January 25, 2007 regarding Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc was served upon the following

Thomas J. Corson and Darlene F. Corson:

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

and

4637 Patchin Highway  
Cherry Tree, PA 15724

Tenant/Occupant

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

Household Realty Corporation

2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

Office of the Sheriff

Real Estate Coordinator

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 15853

Domestic Relations Clearfield County

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

Commonwealth of Pennsylvania

Department of Welfare

P.O. Box 2675

Harrisburg, PA 17105

Respectfully submitted,

PHILAN HALLINAN & SCHMIEG, LLP

Dated: 1-29-07

By:

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

RULE

AND NOW, this 25 day of Jan, 2007, upon consideration of the foregoing petition, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to he relief requested;
- (2) The respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) The petition shall be decided under Pa.R.C.P.No. 206.7:
- (4) Depositions shall be completed within \_\_\_\_ days of this date unless otherwise extended by the Court;
- (5) Either party may request oral argument pursuant to Sch.R.C.P. 206.7(d); and
- (6) Notice of the entry of this order shall be provided to all parties by the petitioner.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

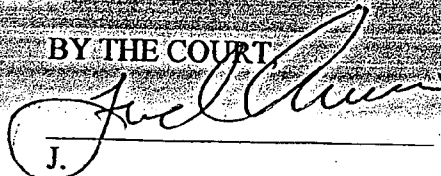
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINSTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

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

JAN 25 2007

BY THE COURT

  
J.

Attest.

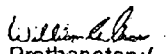
  
William A. Brown  
Prothonotary/  
Clerk of Courts

Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company  
7467 New Ridge Road  
Hanover, MD 21076

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson  
Route 1 Box 66, AK/A 17 Cabin Road  
Westover, PA 16692

Defendants

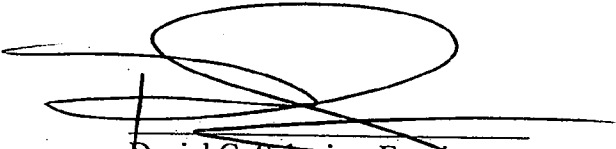
CIVIL DIVISION

NO.: 06-561-CD

Type of Case: Mortgage Foreclosure

PETITION FOR CORRECTIVE  
DEED PURSUANT TO RULE  
3135(b) AND SUPPLEMENTARY  
RELIEF IN AID OF EXECUTION  
PURSUANT TO RULE 3118

Filed on Behalf of:  
Plaintiff



Daniel G. Schmieg, Esquire  
Attorney for Plaintiff  
One Penn Center, Suite 1400  
1617 JFK Blvd.  
Philadelphia, PA 19103  
Ph: (215) 563-7000



**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Citifinancial Services, Inc., S/B/M To

Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**CERTIFICATE OF SERVICE**

I, Daniel G. Schmieg, Esquire, hereby certify that true and correct copies of the Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, and Brief were served upon the following:

Thomas J. Corson and Darlene F. Corson:

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

and

4637 Patchin Highway  
Cherry Tree, PA 15724

Tenant/Occupant

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

Household Realty Corporation

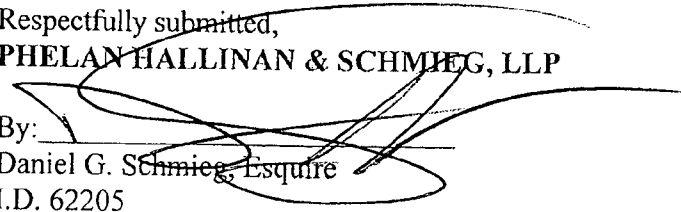
2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

Office of the Sheriff  
Real Estate Coordinator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853

Domestic Relations Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Commonwealth of Pennsylvania  
Department of Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

Respectfully submitted,  
**PHELAN HALLINAN & SCHMIEG, LLP**

By:   
Daniel G. Schmieg, Esquire  
I.D. 62205

One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

Dated: 1/19/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To	:	COURT OF COMMON PLEAS
Associates Consumer Discount Company	:	
	:	CIVIL DIVISION
Plaintiff	:	
v.	:	NO.: 06-561-CD
	:	
Thomas J. Corson	:	CLEARFIELD County
Darlene F. Corson	:	
Defendants	:	

**RULE**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, upon consideration of the foregoing petition, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to he relief requested;
- (2) The respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) The petition shall be decided under Pa.R.C.P.No. 206.7:
- (4) Depositions shall be completed within \_\_\_\_ days of this date unless otherwise extended by the Court;
- (5) Either party may request oral argument pursuant to Sch.R.C.P. 206.7(d); and
- (6) Notice of the entry of this order shall be provided to all parties by the petitioner.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINSTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

BY THE COURT,

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

CIVIL DIVISION

NO.: 06-561-CD

**ORDER**

AND NOW, this            day of            , 2007, upon consideration of Plaintiff's  
Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of  
Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, and any response thereto, it is  
hereby ORDERED and DECREED that:

1. The September 1, 2006 Sheriff's sale of the property located Route 1 Box 66, a/k/a 17  
Cabin Road, City of Westover, Commonwealth of Pennsylvania, is confirmed;
2. The Mortgage to Citifinancial Services, Inc, S/B/M to Associates Consumer Discount  
Company recorded in the Office of the Recorder of Deeds of Clearfield County at  
Mortgage Instrument No. 199919855 on December 3, 1999, is hereby reformed to  
include the correct metes and bounds as more fully set forth in the legal description  
attached to Plaintiff's Petition as Exhibit "H." and
3. The Sheriff of Clearfield County is directed to issue a corrective Sheriff's Deed in  
accordance with this order, which deed will utilize the correct metes and bounds  
description, as more fully set forth in the legal description attached to Plaintiff's Petition  
as Exhibit "H."

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**PETITION TO CORRECT DEED PURSUANT TO PA.R.C.P.3135(b) AND  
SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO PA.R.C.P. 3118  
TO CONFIRM SALE, AND REFORM MORTGAGE, NUNC PRO TUNC**

AND NOW COMES Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby petitions this Court to confirm the September 1, 2006 Sheriff's Sale of Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), and Reform Mortgage, Nunc Pro Tunc, and in support thereof avers the following:

1. On October 24, 1995, Defendants Thomas J. Corson and Darlene F. Corson, acquired title to the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), which deed was recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1715, Page 505. Attached hereto, made a part hereof and marked as Exhibit "A" is a true and correct copy of the deed.
2. On October 30, 1999, Defendants, made, executed and delivered a Mortgage upon the mortgaged premises to Associates Consumer Discount Company, a

Pennsylvania Corporation, which Mortgage was recorded on December 3, 1999 in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855. The mortgage legal description erroneously omits calls from the metes and bounds description. Attached hereto, made a part hereof and marked as Exhibit "B" is a true and correct copy of the mortgage.

3. The metes and bounds description of the above Deed and Mortgage erroneously omit directional calls. Attached hereto, made a part hereof and marked as Exhibit "C" is a true and correct copy of a deed dated May 25, 1993 and recorded in Record Book 1538, Page 438, which includes the complete metes and bounds description.
4. Defendants defaulted on the above-referenced mortgage and, as a result of said default, Plaintiff initiated the instant foreclosure action. Attached hereto, made a part hereof and marked as Exhibit "D" is a true and correct copy of Plaintiff's Mortgage Foreclosure Complaint.
5. Defendants failed to respond to the Complaint, and a Default Judgment in the amount of Seventy One Thousand, Sixty Eight Dollars, and 92/100 (\$71,068.92) was entered on September 1, 2006. Attached hereto, made part hereof, and marked as Exhibit "E" is a true and correct copy of the Praecipe for Default Judgment.
6. Pursuant to a Writ of Execution, the Property was listed for Sheriff's Sale and Notice of Sheriff's Sale of Real Estate was sent to lien holders. Attached hereto, and marked as Exhibit "F" is a true and correct copy of Plaintiff's Affidavit pursuant to Pa.R.C.P., Rule 3129.1.

7. The Property was offered at Sheriff's Sale on September 1, 2006 and the Plaintiff entered the successful bid of the property for Forty Five Thousand Dollars and 00/100 (\$45,000.00).
8. Subsequent to the Sheriff's Sale, title to the property was vested in the name of the Plaintiff, by Sheriff's Deed. Attached hereto, made part hereof, and marked as Exhibit "G" is a true and correct copy of the Sheriff's Deed.
9. Following the recording of the Sheriff's Deed, Plaintiff's attorney was advised through a potential purchaser that the legal descriptions of the Defendant's Deed, Mortgage, and certain pleadings including the Complaint, the Praecipe for Writ of Execution, the notice of Sheriff's sale, the advertisement, and consequently, the recorded Sheriff's Deed to Plaintiff, erroneously omitted directional calls from the metes and bounds description. Specifically:
  - a. Paragraph 2, Line 7 omits, "... South 16 degrees 39 minutes West 100 feet..."
  - b. Paragraph 2, Line 8 omits, "... South 41 degrees 40 minutes West 100 feet..."
  - c. Paragraph 2, Line 9 omits, "...South 60 degrees 7 minutes 100 feet..."Attached hereto, made part hereof, and marked as Exhibit "H" is a true and correct copy of the correct legal description.
10. All references to the address and tax parcel number of the mortgaged premises, i.e. Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, were consistent with the deed, mortgage, notices, advertising, posting and publication in the foreclosure, but for the de minimis omissions.

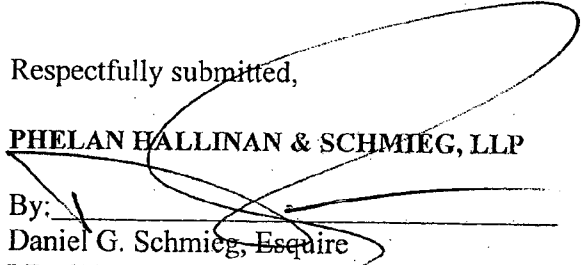
11. It is believed, and therefore averred, that all parties, and assembled bidders of the sale recognized that the mortgaged premises at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, was being offered for sale.

12. It is further believed and therefore averred that the relief requested will not prejudice the Defendants, as this case does not involve any dispute as to the title or identity of the property owned by the Defendants. Plaintiff's requested relief will restore title to the state which all interested parties originally intended.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant Plaintiff's Petition and confirm the September 1, 2006 Sheriff's Sale of the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, and Reform Mortgage, Nunc Pro Tunc, and direct the Sheriff to issue a corrective Deed utilizing the correct legal description.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

By:   
Daniel G. Schmieg, Esquire  
I.D. 62205

One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

**PHELAN HALLINAN & SCHMIEG, LLP**

By: DANIEL G. SCHMIEG, ESQUIRE

Atty. I.D. No. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

(215) 563-7000

Citifinancial Services, Inc., S/B/M To

Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**MEMORANDUM OF LAW**

**I. Factual Background:**

On October 24, 1995, Defendants Thomas J. Corson and Darlene F. Corson, acquired title to the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, (hereinafter "the mortgaged premises"), which deed was recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1715, Page 505.

On October 30, 1999, Defendants, made, executed and delivered a Mortgage upon the mortgaged premises to Associates Consumer Discount Company, a Pennsylvania Corporation, which Mortgage was recorded on December 3, 1999 in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855.

The metes and bounds descriptions of the Deed and Mortgage erroneously omit directional calls.

The Defendants defaulted on the mortgage and, as a result of said default, Plaintiff initiated the instant foreclosure action. The Defendants failed to respond to the Complaint, and a Default Judgment in the amount of Seventy One Thousand, Sixty Eight Dollars,



and 92/100 (\$71,068.92) was entered on September 1, 2006. Notice of Sheriff's Sale of Real Estate was sent to all lien holders.

The Property was offered at Sheriff's Sale on September 1, 2006 and the Plaintiff entered the successful bid of the property for Forty Five Thousand Dollars and 00/100 (\$45,000.00).

Subsequent to the Sheriff's Sale, title to the property was vested in the name of the Plaintiff, by Sheriff's Deed.

Following the recording of the Sheriff's Deed, Plaintiff's attorney was advised through a potential purchaser that, although the reference to the mortgaged premises and tax parcel number were correct, i.e. Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, the legal descriptions of the Defendant's Deed, Mortgage, and certain pleadings including the Complaint, the Praecipe for Writ of Execution, the notice of Sheriff's sale, the advertisement, and consequently, the recorded Sheriff's Deed to Plaintiff, erroneously omitted directional calls from the metes and bounds description.

It is believed, and therefore averred, that all parties, and assembled bidders of the sale recognized that the mortgaged premises at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, was being offered for sale.

## **II. Legal Analyses:**

Pa.R.C.P. 3135 (B) provides as follows: "If the Sheriff has made a defective return of the execution proceeding or has executed a defective deed, including the erroneous description of the real estate, the court upon petition of the purchaser or the purchaser's

successors in title may correct the return or deed or order that a new return or deed be executed.”

Furthermore, 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...

(1) enjoining the negotiation, transfer, assignment or other disposition of any security, document of title, pawn ticket, instrument, mortgage, or document representing any property interest of the defendant subject to execution; . . . (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 Defendants.

Moreover, it is also clear that the mortgaged property at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, was property of the Defendant(s) and 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.

In Livingston v. Unis, 659 A.2d 606 (Pa. Cmwlth. 1995), the court state that “rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable.”

In addition, it has been held that this Court has plenary power to administer equity according to well-settled principles of equity jurisprudence in cases under its jurisdiction. Turner v. Hosteller, 359 Pa.Super.167, 518 A.2d 833 (1986). 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. Gunnnett v. Trout, 380 Pa. 504, 112 A.2d 333 (1955). It is unnecessary to re-hold the sale as the correct address, tax parcel number, and for all intents and purposes, the correct legal description, were utilized throughout the sale in all notifications. There is little doubt that all parties did not know that the correct property was exposed at sale. Although there are calls omitted in the metes and bounds description, the omissions are not fatal as it did not create confusion in what was being offered for sale. Due to these factors the sale should be confirmed as held. This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary.

Accordingly, Plaintiff respectfully requests this Honorable Court enter an Order to confirm the September 1, 2006 Sheriff's Sale of the property located at Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, and Reform Mortgage, Nunc Pro Tunc, and direct the Sheriff to issue a corrective Deed utilizing the correct legal description.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: January 18, 2007

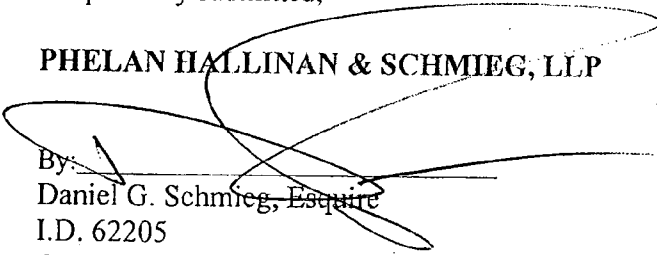
By:   
Daniel G. Schmieg, Esquire  
I.D. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
Attorney for Plaintiff

Exhibit "A"

VOL 1715 PAGE 505

# This Deed

MADE THE *34th* day of *October*  
hundred ninety five (1995)

In the year of our Lord one thousand nine

BETWEEN CHARLES D. WAGNER and GLORIA J. WAGNER, husband and wife,  
of RR#1, Box 290 Salix, Pennsylvania, 15952,

AND

THOMAS J. CORSON and DARLENE P. CORSON, husband and wife,  
of P.O. Box 166, 722 7th Street, Colver, Pennsylvania,  
15927,WITNESSETH, that in consideration of FIFTY SEVEN THOUSAND NINE HUNDRED and  
NO/100 (\$57,900.00) D\$urk,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to  
the said grantees.ALL that certain piece or parcel of ground situate in the Township  
of Burnside, County of Clearfield, and State of Pennsylvania,  
bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a  
paved road, Township Route To-311, leading to Patchinville; thence  
South 85 degrees 15 minutes East for a distance of 1774.2 feet to  
a point in the middle of a dirt road, Township Route T-311 leading  
to route 17002 and Westover; thence following a curve in this road  
in a South-West direction the following courses and distances;  
South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes  
West 100 feet; thence following Township Route T-311 North 82  
degrees 50 minutes West for a distance of 1169.4 feet; thence  
following a curve in this road in a northerly direction the  
following courses and distances: North 73 degrees 27 minutes West  
100 feet; North 42 degrees 15 minutes West 100 feet; North 26  
degrees 41 minutes West for a distance of 318.9 feet to the place  
of beginning. Containing 13.88 acres, having erected thereon a  
house and barn. Reserving however, all coal, gas and oil and other  
minerals in and under the above described tract of land, together  
with the mining rights and privileges, and with right of ingress,  
egress and regress and right of way to recover such gas and  
minerals.

The gas and oil is subject to a lease to the Consolidated Gas and  
Oil Company.UNDER AND SUBJECT to the exceptions and reservations as were  
excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D.  
Wagner, by Quit Claim Deed of Farmers Home Administration dated  
May 25, 1993, and recorded in the Recorder's Office in and for  
Clearfield County in Deed Book Volume 1538, page 438. AND the said  
Charles D. Wagner married Gloria J. Wagner, therefore, she joins in  
this deed as wife of Charles D. Wagner to convey whatever interest,  
legal or equitable that she might have in the property described  
herein.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:05 PM 11-3-95  
BY *Karen L. Storch*  
FEES 13.50  
Karen L. Storch, Recorder

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GRANTORS herein state that the hereinabove described property is not presently being used for the disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been so used. This statement is made in compliance with the Solid Waste Management Act 1980-97, Section 405.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH 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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

662 A

## NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this 3rd day of November, 1995.

.....  
Witness

[Signature] (SEAL)  
Att. for Grantor (SEAL)

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State of Pennsylvania

County of Cambria

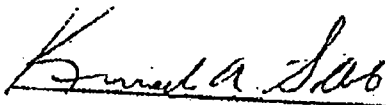
On this the \_\_\_\_\_ day of \_\_\_\_\_  
me, the undersigned officer, personally appeared

, 19\_\_\_\_, before

known to me (or satisfactorily proven) to be the person whose name \_\_\_\_\_ subscribed to the within  
instrument, and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

I do hereby certify that the precise residence and complete post office address of the within named grantee  
is P.O. Box 166 Colver, PA 15927

Nov. 3, 1995



COMMONWEALTH OF PENNSYLVANIA.

County of \_\_\_\_\_

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19\_\_\_\_, in the Recorder's office of the said County, in \_\_\_\_\_  
Vol. \_\_\_\_\_, page \_\_\_\_\_

Given under my hand and the seal of the said office, the date above written.

\_\_\_\_\_, Recorder.

KENNETH A. SOTTILE, ESQ.  
Box 728, Bigler Ave.  
Spangler, PA 15775

VOL 1715 REC 508

AND the said grantor hereby covenants and agrees that he will warrant Generally the property hereby conveyed.

A duly CERTIFIED true and correct copy of this document was filed in the Recorder's Office of Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Signed Sealed and Delivered  
in the Presence of

State Tax 579.00  
Harmony Sch 285.50  
Burnside Twp 289.50

*Elizabeth G. Wagner*  
*Elizabeth G. Wagner*

*Charles D. Wagner*  
CHARLES D. WAGNER  
GLORIA J. WAGNER

*Gloria J. Wagner*

State of Pennsylvania

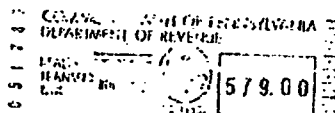
County of Cambria

On this the 24th day of October, 1995, before me, the undersigned of ficer, personally appeared Charles D. Wagner and Gloria J. Wagner

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and of ficial seal.

*Elizabeth G. Wagner*



Notary Seal  
Elizabeth J. Wondolowski, Notary Public  
Clearfield County, Clearfield County  
My Commission Expires Sept. 9, 1996  
Notary, Pennsylvania Association of Notaries

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX  
AMOUNT \$ 579.00  
PAID 11-3-95 KAREN L. STARCK  
Date Agent

Entered of Record 11-3-1995 1:05pm Karen L. Starck, Recorder



Exhibit "B"

**MORTGAGE**

This Mortgage, entered into this 30 day of NOVEMBER, 1999, between  
THOMAS J. CORSON and DARLENE F. CORSON  
 of TOWNSHIP OF BURNSIDE  
(City, Borough or Township)

Commonwealth of Pennsylvania, herein called "Mortgagors", and ASSOCIATES CONSUMER DISCOUNT COMPANY, a  
 Pennsylvania corporation having an office and place of business at 2313 EAST STATE STREET HERMITAGE PA  
 Pennsylvania, herein called "Mortgagee." 16148

WITNESSETH, that to secure payment by Mortgagors of a Loan Agreement dated the same as this Mortgage in the sum of  
 \$ 93577.22, together with interest at the rate stated in the Loan Agreement, Mortgagors do by these presents sell, grant  
 and convey to Mortgagee, ALL the following described real estate situate in the TOWNSHIP of BURNSIDE  
 County of CLEARFIELD, Commonwealth of Pennsylvania, described as follows:

(Insert description of mortgaged premises from Mortgagors' Deed)

DEED DATED: 10/24/95  
 DEED RECORDED: 11/3/95  
 DEED BOOK: 1715 PAGE 505

Legal Descriptions: land referred to in this commitment is described as all that  
 certain property situated in TOWNSHIP OF BURNSIDE in the County of Clearfield  
 and State of Pennsylvania and being described in a deed dated 10/24/95 and recorded  
 11/3/95 among the land records of the county and state set forth above and referenced  
 as follows Book 1715 page 505  
 containing 13.88 acres or land with a house, building and milk house  
 Rural Route 1 Box 66 Township of Burnside

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys,  
 passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appertaining,  
 herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto  
 Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

Unless prohibited under state law, as additional security, Mortgagors hereby give to and confer upon Mortgagee the right, power,  
 and authority, during the continuance of this Mortgage, to collect the rents, issues, and profits of said property, reserving unto  
 Mortgagors the right prior to any default by Mortgagors in payment of any indebtedness secured hereby or in performance of any  
 agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default,  
 Mortgagee, upon giving written notification to the Mortgagors or their successors, etc., may either in person, by agent, or by a  
 receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter  
 upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and  
 profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and  
 profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act  
 done pursuant to such notice.

THIS Mortgage is made subject to the following conditions, and mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein  
 and in said Loan Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof,  
 and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements now existing or hereinafter erected on the premises insured against loss or  
 damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and  
 such other hazards as Mortgagee may require, in such amounts and for such periods as Mortgagee may require, and in an  
 insurance company or insurance companies acceptable to Mortgagee. All insurance policies and renewals shall designate  
 Mortgagee as mortgage loss payee and shall be in a form acceptable to Mortgagee. Mortgagors hereby confer full power  
 on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds  
 becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the  
 premises or the payment of the Loan Agreement. Any application of such proceeds toward payment of the Loan  
 Agreement shall not extend or postpone the due date of monthly installments due under the Loan Agreement.

The provisions appearing on page 2 (the reverse side of this Mortgage) are a part of this Mortgage.

011502 REV. 4-97

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

00270A.00

## Additional provisions referred to on page 1 (the other side of this Mortgage)

If Mortgagors fail to perform the covenants and agreements contained in this Mortgage, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgagee hereunder shall be an additional obligation of Mortgagors secured by this Mortgage. Unless Mortgagors and Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagors upon notice from Mortgagee to Mortgagors, and may bear interest from the date of disbursement by Mortgagee at the lesser of the Agreed Rate of Interest stated in the Loan Agreement or the highest interest rate permissible by applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action whatsoever.

4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event the Mortgagors sell, agree to sell, convey, assign or alienate the Mortgaged Premises, all obligations secured by this Mortgage shall become due and payable at the option of the Mortgagee.
6. In the event the Mortgagors default in the making of any payment due and payable under said Loan Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Loan Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Loan Agreement and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Loan Agreement, costs of suit, and costs of sale together with interest after judgment at the rate charged under the terms of the Loan Agreement.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full on the day and in the manner provided in said Loan Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Loan Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

*[Signature]*

*[Signature]*  
THOMAS J. CORSON  
*[Signature]*  
DARLENE F. CORSON

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MERCER

} ss.

On this 30 day of NOVEMBER, 1999, before me, a Notary Public, came THOMAS J. AND DARLENE F. CORSON, Mortgagor(s) above named, and acknowledged the within Mortgage to be THEIR TRUE act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Notarial Seal  
Par. in Sansotta, Not. Public  
Hermitage, Mercer County  
My Commission Expires Aug 31, 2000

Member, Pennsylvania Association of Notaries

### CERTIFICATE OF RESIDENCE

I, FONDA K. HORSMAN, of Associates Consumer Discount Company, Mortgagee named

in the foregoing Mortgage, hereby certify that the address of said Mortgagee is \_\_\_\_\_

2313 EAST STATE STREET

HERMITAGE 16148

, Pennsylvania.

WITNESS my hand, this 30 day of NOVEMBER, 1999

*[Signature]*  
Agent of Mortgagee

011552

002798.03

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

199919855

RECORDED ON

Dec 03, 1999

12:32:03 PM

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER \$1.00  
IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

*The Commissioner*

Exhibit "C"

VOL 1538 PAGE 438

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

## QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to CHARLES D. WAGNER, a single individual, of R.R. #1, Box 290, Salix, Pennsylvania 15952 for the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars all its interest in the following described real estate situated in Burnside Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner at a point in the middle of a paved road, Township Route T-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to Route 17002 and Westover; thence following a curve in this road in a South-West direction...the following courses and distances: South 7 degrees 17 minutes West 158 feet; South 16 degrees 39 minutes West 100 feet; South 41 degrees 40 minutes West 100 feet; South 60 degrees 7 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

BEING the same parcel of land title conveyed to the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture by warranty deed of William E. Rainey, Sr. and Helen A. Rainey, his wife, dated December 17, 1990 and recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania on March 26, 1992 in Deed and Records Book Volume 1450, Page 212.

Subject to real estate mortgage to be given and executed by Grantee to the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, to secure portion of the purchase price of the above described premises.

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This Deed is executed and delivered pursuant to the provisions of the contract for sale dated April 29, 1993 and the authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated May 25, 1993

UNITED STATES OF AMERICA

By: Gary P. Zimmerman  
 GARY P. ZIMMERMAN  
 Acting State Director  
 Farmers Home Administration  
 United States Department of  
 Agriculture

In the presence of:

I hereby CERTIFY that this document  
 is recorded in the Recorder's Office of  
 Clearfield County, Pennsylvania.

Janet Buraki



Karen L. Starck

Karen L. Starck  
 Recorder of Deeds

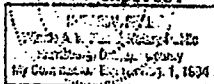
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
 COUNTY OF Dauphin : SS.

I, the undersigned Notary Public in and for said State and County do hereby certify that on the 25th day of May, 1993, before me personally appeared Gary P. Zimmerman known to me and to me known to be the person and officer of the Farmers Home Administration, United States Department of Agriculture, described in and who executed the foregoing instrument, and he acknowledged to me that as his free act and deed he executed the said instrument in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



William A. Killian  
 Notary Public

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## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Charles D. Wagner*  
Charles D. Wagner

This 22nd day of June, 1993

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH 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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein

is as follows: R.R. #1, Box 290  
Sallis, PA 15952

*R. Denning Gearhart*  
R. Denning Gearhart, Esquire



USDA-FmHA  
Form FmHA 1955-44  
(5-88)

Part 5

VOL 1538 PAGE 441

# NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION

Property Address R. D. #1  
Vestover, PA 16692

Pursuant to section 510(c) of the Housing Act of 1949, as amended, 42 U.S.C. §1480(c), the purchaser ('Grantee' herein) of the above-described real property (the 'subject property' herein) covenants and agrees with the United States acting by and through Farmers Home Administration (the 'Grantor' herein) that the dwelling unit(s) located on the subject property as of the date of this Quitclaim Deed will not be occupied or used for residential purposes until the item(s) listed at the end of this paragraph have been accomplished. This covenant shall be binding on Grantee and Grantee's heirs, assigns and successors and will be construed as both a covenant running with the subject property and as equitable servitude. This covenant will be enforceable by the United States in any court of competent jurisdiction. When the property complies with the following standards of the Farmers Home Administration or the unit(s) has been completely razed, upon application to Farmers Home Administration in accordance with its regulations, the subject property may be released from the effect of this covenant and this covenant will thereafter be of no further force or effect. The property must be repaired and/or renovated as follows:

1. Replace flooring in kitchen and install floor covering throughout entire house.
2. Provide an adequate and potable water supply.
3. Provide a functionally adequate, safe and operable heating, plumbing, and electrical systems.
4. Install a bathroom.
5. Install R-19 insulation in basement walls or ceiling, R-38 insulation in attic, and storm windows/doors throughout.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:24pm 6-22-93  
BY R.D. Gernhart  
FEE 13.50  
Karen L. Storch, Recorder

HARMONY SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 200.00  
PAID 6-22-93 KAREN L. STORCK  
Date Agent

04538  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY  
TRANSFER  
TAX  
JUN 22 1993  
200.00  
PB.11352

ORIGINAL

FmHA 1955-44 (5-88)

Entered of Record 6-22 19 93 2:24pm Karen L. Storch, Recorder

01/27/03 7:17:06 AM

## RESIDENTIAL PROPERTY RECORD CARD

CLEARFIELD, PA

EFFECTIVE DATE OF VALUE: 4/01/2000

SHEPARD RD

Control #: 108050239 Map #: 108081500000050

ZONING:

CLASS: F

STATE CLASS:

CARD #: 2 OF 2

## CURRENT OWNER/ADDRESS

CORSON, THOMAS J. &amp; DARLENE F.

## LAND DATA:

TYPE

SIZE

NBHD ID:

14.00

LIVING UNITS:

1

ROUTING #:

R R 1  
VESTOVER

16692

0.000

0.000

0.000

0.000

INFLUENCE FACTORS

%

LAND VALUE

0

0

0

0

- ASSESSMENT INFORMATION -

PRIOR

CURRENT

LAND	12,800	12,800
BUILDING	18,500	39,300
TOTAL	31,300	52,100
ASSESSED	0	13,025

- DATA COLLECTION INFORMATION -

19870428	026
20020610	13

DEED BOOK: 1715  
DEED PAGE: 0505  
DEED DATE: 0

TOTAL ACREAGE: 13.880

TOTAL LAND VALUE:

12,800

## SALES DATA:

Date Type Price

## PERMIT DATA:

Valid Date

#

Amount

Purpose

## ADDITION DATA:

Lower Level

First Floor

Second Floor

Third Floor

Area

Value

19930601	LAND + BLDG	20,000	J	0	0	0
19951001	LAND + BLDG	57,900	A	0	0	0

## DWELLING DATA:

Style: CONVENTIONAL  
Wall: FRAME/EQUALColor: NATURAL  
Story Ht. 1.0

Total Rooms: 4

Bedrooms: 2

Basement: NONE

Attic: NONE

Full Baths: 1

Half Baths: 0

Heating: BASIC

Heating System: WARM AIR

Type: OIL

Fin. Bsmt. Living Area: 0 X 0

Basement Rec Room Area: 0 X 0

LB / Metal Fireplaces: 0 / 0

Basement Garage (# Cars): 0

Ground Flr Area: 521

Total Living Area: 521

Quality Grade: C

CDU: FR

Year Built: 1982

Conditions: FAIR

## COST APPROACH COMPUTATIONS

Base Price 26,290

Plumbing 0

Additions 0

Unfin. Area 0

Basement 0

Attic -3,630

SUBTOTAL 22,660

Grade Factor 1.00

C &amp; D Factor 0

TOTAL RCN \$22,660

X Good 0.80

Market Adj. 0

TOTAL RCNLD \$18,100

## OUTBUILDING DATA

Type	Qty	Yr	Size1	Size2	Grd	Cond	Value
------	-----	----	-------	-------	-----	------	-------

0	0	0	0	0	0	0	10
0	0	0	0	0	0	0	10
0	0	0	0	0	0	0	10
0	0	0	0	0	0	0	10
0	0	0	0	0	0	0	10
0	0	0	0	0	0	0	10

NOTES:

DID NOT ALLOW INSPECTION

VALUE FLAG: 5

Misc OBJ Desc:

Total OBJ Value = 0

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

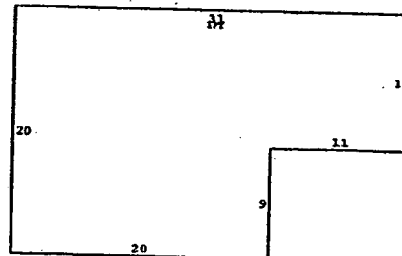


Exhibit "D"

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

132034

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff

v.

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-CD

CLEARFIELD COUNTY

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

APR 11 2006

Attest.

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

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

**ATTORNEY FILE COPY  
PLEASE RETURN**

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

132034

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Plaintiff

v.

THOMAS J. CORSON, JR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

Defendants

**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.

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100 South Street  
PO Box 186  
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Notice to Defend:  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830  
814-765-2641 x 5982

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

**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., S/B/M TO ASSOCIATES  
CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

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

THOMAS J. CORSON, SR.  
DARLENE F. CORSON  
17 CABIN RD  
WESTOVER, PA 16692

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

3. On 11/30/1999 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: 199919855.
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 11/10/2005 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	\$67,829.82
Interest	1,107.00
10/10/2005 through 04/07/2006 (Per Diem \$6.15)	
Attorney's Fees	1,250.00
Cumulative Late Charges	0.00
11/30/1999 to 04/07/2006	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 70,736.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
<b>TOTAL</b>	<b>\$ 70,736.82</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. 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 \$ 70,736.82, together with interest from 04/07/2006 at the rate of \$6.15 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 that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

UNDER AND SUBJECT to the exceptions and reservations as were excepted and reserved in prior conveyances of said land.

TITLE to the above described premises became vested in Charles D. Wagner, by Quit Claim Deed of Farmers Home Administration dated May 25, 1993, and recorded in the Recorder's Office in and for Clearfield County in Deed Book Volume 1538, page 438. AND the said Charles D. Wagner married Gloria J. Wagner, therefore, she joins in this deed as wife of Charles D. Wagner to convey whatever interest, legal or equitable that she might have in the property described herein.

PREMISES; ROUTE 1 BOX 66

**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.

FSH

FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

DATE: 4/7/16

Exhibit "E"

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

CITIFINANCIAL SERVICES, INC., S/B/M TO  
 ASSOCIATES CONSUMER DISCOUNT  
 COMPANY  
 7467 NEW RIDGE ROAD  
 HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
 DARLENE F. CORSON  
 4637 PATCHIN HIGHWAY  
 CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
 COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

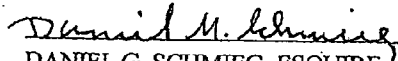
PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO  
 ANSWER AND ASSESSMENT OF DAMAGES

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against THOMAS J. CORSON and  
DARLENE F. CORSON, 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	\$ 70,736.82
Interest - 4/8/06 TO 5/31/06	\$332.10
TOTAL	<u>\$ 71,068.92</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: 6-1-06

PRO PROTHY

FILED

JUN 01 2006

William A. Shaw  
 Prothonotary/Clerk of Courts

Exhibit "F"

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

FILE COPY

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

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY, 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 ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692.

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

NAME

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

THOMAS J. CORSON

4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

DARLENE F. CORSON

4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

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

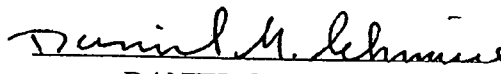
NAME

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.

5/31/06  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

Plaintiff,

v.

THOMAS J. CORSON  
DARLENE F. CORSON  
4637 PATCHIN HIGHWAY  
CHERRY TREE, PA 15724

Defendant(s).

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

**CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY**, 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 **ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD, WESTOVER, PA 16692**.

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.)

Household Realty  
Corporation

2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

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.)

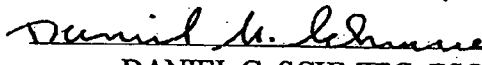
None

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	ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692
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.

5/31/06  
Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff



CQS

Name and  
Address  
of Sender

↑  
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	Postage	Fee
1		TENANT/OCCUPANT ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD WESTOVER, PA 16692		
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		Household Realty Corporation 2742 Old Route 220, Plank Road Commons Altoona, PA 16601		
5				
6				
7				
8				
9				
10				
11				
12		Re: THOMAS J. CORSON	KAZ TEAM 4 132034	
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	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.

UNITED STATES POSTAGE  
\$01.25  
JUN 27 2006  
MAILED FROM ZIP CODE 19103  
02 1A  
0004309825  
FITNEY BOWLES

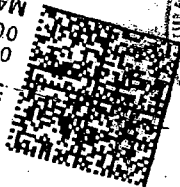


Exhibit "G"

On October 23, 2006 before me a Prothonotary, the undersigned officer personally appeared, Chester A. Hawkins, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument and acknowledged that he

SHERIFF'S DEED  
-ACT OF 1905

## Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$45,000.00 plus costs, to me in hand, do hereby grant and convey to CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY, the following described property, to wit:

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner of a point in the middle of a paved road, Township Route To-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to route 17002 and Westover; thence following a curve in this road in a South-West direction the following courses and distances; South 7 degrees 17 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

TITLE TO SAID PREMISES IS VESTED IN Thomas J. Corson and Darlene F. Corson, husband and wife, by Deed from Charles D. Wagner and Gloria J. Wagner, husband and wife, dated 10-24-95, recorded 11-3-95 in Deed Book 1715, page 505.

Premises being: ROUTE 1 BOX 66 A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

Tax Parcel No. B15-000-00050

SEIZED, taken in execution and sold as the property of THOMAS J. CORSON AND DARLENE F. CORSON, at the suit of CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY. JUDGMENT NO. 06-561-CD

# Deed - Poll.

No.

Chester A. Hawkins  
High Sheriff of Clearfield County  
TO

CITIFINANCIAL SERVICES, INC., S/B/M TO ASSOCIATES CONSUMER DISCOUNT COMPANY  
7467 NEW RIDGE ROAD  
HANOVER, MD 21076

## SHERIFF DEED

Dated October 23, 2006

For \$45,000.00 + COSTS

Sold as the property of

THOMAS J. CORSON AND DARLENE F. CORSON

Sold on 06-561-CD

# 132034

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
CLEARFIELD CO SHERIFF

Instrument Number - 200617894

Recorded On 10/23/2006 At 3:44:58 PM

\* Instrument Type - DEED

\* Total Pages - 5

Invoice Number - 157141

\* Grantor - CLEARFIELD CO SHERIFF

\* Grantee - CITIFINANCIAL SERVICES INC

\* Customer - CLEARFIELD CO SHERIFF

AFFIDAVIT No. 39716

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$29.00

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "H"

ALL that certain piece or parcel of ground situate in the Township of Burnside, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on the Northwest corner at a point in the middle of a paved road, Township Route T-311, leading to Patchinville; thence South 85 degrees 15 minutes East for a distance of 1774.2 feet to a point in the middle of a dirt road, Township Route T-311 leading to Route 17002 and Westover; thence following a curve in this road in a South-West direction...the following courses and distances: South 7 degrees 17 minutes West 158 feet; South 16 degrees 39 minutes West 100 feet; South 41 degrees 40 minutes West 100 feet; South 60 degrees 7 minutes 100 feet; South 84 degrees 22 minutes West 100 feet; thence following Township Route T-311 North 82 degrees 50 minutes West for a distance of 1169.4 feet; thence following a curve in this road in a northerly direction the following courses and distances: North 73 degrees 27 minutes West 100 feet; North 42 degrees 15 minutes West 100 feet; North 26 degrees 41 minutes West for a distance of 318.9 feet to the place of beginning. Containing 13.88 acres, having erected thereon a house and barn. Reserving however, all coal, gas and oil and other minerals in and under the above described tract of land, together with the mining rights and privileges, and with right of ingress, egress and regress and right of way to recover such gas and minerals.

The gas and oil is subject to a lease to the Consolidated Gas and Oil Company.

PREMISE: ROUTE 1 BOX 66, A/K/A 17 CABIN ROAD  
WESTOVER, PA 16692

TAX PARCEL NO.: B15-000-00050

**VERIFICATION**

I, Daniel G. Schmieg, Esquire, hereby state that I am the attorney for the Plaintiff herein and am authorized to make this verification. I hereby verify that the information contained in Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sheriff's Sale, Nunc Pro Tunc, is true and correct to the best of my knowledge, information and belief. I am aware that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,

**PHELAN HALLINAN & SCHMIEG, LLP**

Dated: January 18, 2007

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff



**VERIFICATION**

Daniel G. Schmieg, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this Affidavit, and that the statements made in the foregoing Petition to Make Rule Absolute are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification of authorities.

Respectfully submitted,

**~~PHELAN HALLINAN & SCHMIEG, LLP~~**

Date: February 27, 2007

By: \_\_\_\_\_

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza

Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

By: DANIEL G. SCHMIEG, ESQUIRE  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Citifinancial Services, Inc., S/B/M To  
Associates Consumer Discount Company

Plaintiff

v.

Thomas J. Corson  
Darlene F. Corson

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

**FILED**  
m/056301  
MAR 09 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
No CC

**CERTIFICATE OF SERVICE**

I, Daniel G. Schmieg, Esquire, hereby certify that true and correct copy of the attached Court Order dated February 28, 2007 granting Plaintiff's Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc was served upon the following:

Thomas J. Corson and Darlene F. Corson:

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

and

4637 Patchin Highway  
Cherry Tree, PA 15724

Tenant/Occupant

Route 1 Box 66, a/k/a 17 Cabin Road  
Westover, PA 16692

Household Realty Corporation

2742 Old Route 220, Plank Road Commons  
Altoona, PA 16601

Office of the Sheriff

Real Estate Coordinator

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 15853

Domestic Relations Clearfield County

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

Commonwealth of Pennsylvania

Department of Welfare

P.O. Box 2675

Harrisburg, PA 17105

Respectfully submitted,

**PHILAN HALLINAN & SCHMIEG, LLP**

Dated: 3-7-07

By: 

Daniel G. Schmieg, Esquire

I.D. 62205

One Penn Center Plaza, Suite 1400

Philadelphia, PA 19103

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To	:	CIVIL DIVISION
Associates Consumer Discount Company	:	
	:	NO.: 06-561-CD
Plaintiff	:	
v.	:	
Thomas J. Corson	:	
Darlene F. Corson	:	
Defendants	:	

**ORDER**

AND NOW, this 28 day of Feb., 2007, upon consideration of Plaintiff's Petition to Make Rule Absolute it is hereby ORDERED and DECREED that the Petition for Corrective Deed Pursuant to Rule 3135 (b) and Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale, Nunc Pro Tunc, shall be and is hereby made absolute and that:

1. The September 1, 2006 Sheriff's sale of the property located Route 1 Box 66, a/k/a 17 Cabin Road, City of Westover, Commonwealth of Pennsylvania, is confirmed;
2. The Mortgage to Citifinancial Services, Inc, S/B/M to Associates Consumer Discount Company recorded in the Office of the Recorder of Deeds of Clearfield County at Mortgage Instrument No. 199919855 on December 3, 1999, is hereby reformed to include the correct metes and bounds as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H"; and

3. The Sheriff of Clearfield County is directed to issue a corrective Sheriff's Deed in accordance with this order, which deed will utilize the correct metes and bounds description, as more fully set forth in the legal description attached to Plaintiff's Petition as Exhibit "H."

**/S/ Fredric J Ammerman**

J.

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

FEB 28 2007

Attest.



*William L. Shaw*  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN, & SCHMIEG, L.L.P.

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

CITIFINANCIAL SERVICES, INC., S/B/M TO  
ASSOCIATES CONSUMER DISCOUNT  
COMPANY

Plaintiff

vs.

THOMAS J. CORSON, JR.

DARLENE F. CORSON

Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

CLEARFIELD COUNTY

FILED 6cc  
01/10:53/21 SHF  
APR 18 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

SUGGESTION OF RECORD CHANGE  
RE: CORRECTION OF DEFENDANT'S ADDRESS

TO THE PROTHONOTARY:

Daniel G. Schmieg, Esquire, attorney for the Plaintiff, hereby certifies that, to the best of his knowledge, information and belief that the defendant's name was erroneously listed in the caption as:

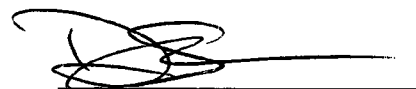
THOMAS J. CORSON, JR.

And, in the body of the complaint under Paragraph 2 as:

THOMAS J. CORSON, SR.

Kindly change the information on the docket to read as follows:

THOMAS J. CORSON

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: April 17, 2006