

06-561-CD
Citifinancial Services vs Thomas

2006-561-CD
Citifinancial et al vs Thomas Corson et al

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

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC., S/B/M TO : COURT OF COMMON PLEAS
ASSOCIATES CONSUMER DISCOUNT :
COMPANY : CIVIL DIVISION
Plaintiff : NO. 06-561-CD
vs. :
THOMAS J. CORSON, JR. : CLEARFIELD COUNTY
DARLENE F. CORSON :
Defendant(s) :
:

FILED 6cc
01/10/53301 APR 18 2006
William A. Shaw
Prothonotary/Clerk of Courts
(GR)

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.

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

FILED pd \$85.00 AMY
4/11/2008 LM NoCC Atty
APR 11 2008 6CC Shff

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	<u>\$ 550.00</u>
Subtotal	\$ 70,736.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
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: 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.

31 hel

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 4/7/6

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
MAY 18 2006
SUSAN

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

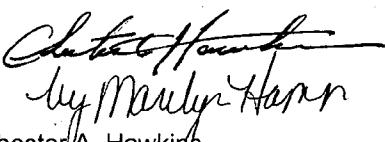
RETURN COSTS

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,


My Marilyn Hawn
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 : 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).

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. Schmiege
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

William A. Shaw
Prothonotary/Clerk of Courts

CENT W/ NOTICE TO
DEPT'S

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).

PRAECLP 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 M. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 6-1-06

PRO PROTHY

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

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

Plaintiff

Vs.

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

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: 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 : COURT OF COMMON PLEAS
ASSOCIATES CONSUMER DISCOUNT COMPANY : CIVIL DIVISION
Plaintiff : Vs. : CLEARFIELD COUNTY
Vs. : : NO. 06-561-CD
THOMAS J. CORSON, JR. :
DARLENE F. CORSON :
Defendants

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

FILE COPY

DATE OF NOTICE: MAY 11, 2006

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

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

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

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

ATTORNEY FOR PLAINTIFF

Suite 1400

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

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

ASSOCIATES CONSUMER DISCOUNT :

COMPANY :

7467 NEW RIDGE ROAD :

HANOVER, MD 21076 :

Plaintiff,

v.

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 06-561-CD

THOMAS J. CORSON :

DARLENE F. CORSON :

4637 PATCHIN HIGHWAY :

CHERRY TREE, PA 15724 :

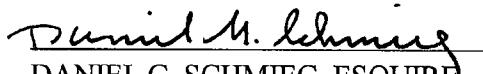
Defendant(s).

VERIFICATION OF NON-MILITARY SERVICE

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

- (a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.
- (b) that defendant **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 PC
AUG 17 2006
S

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: 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-wife's
house.

Description: Age 60 Height 5'7" Weight 180 Race W Sex M Other: 168 Shawna Rd. Apt. #3

Northern Cambria, Pa.

I, Thomas P. Chathams, 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

Marilyn A. Campbell
By: 

Notary COMMONWEALTH OF PENNSYLVANIA

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

NOT SERVED

Member, Pennsylvania Association of Notaries

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

_____ Moved _____ Unknown _____ No Answer _____ Vacant

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

attempt Date: _____ Time: _____.

Other:

Sworn to and subscribed

before me this _____ day

of _____, 200____.

Notary:

By:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205

One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814 (215) 563-7000

FILED
312:3561 NO
AUG 17 2006
William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF	AFFIDAVIT OF SERVICE
	CITIFINANCIAL SERVICES, INC., S/B/M TO
	ASSOCIATES CONSUMER DISCOUNT
	COMPANY
DEFENDANT(S)	THOMAS J. CORSON
	DARLENE F. CORSON
Please serve upon:	DARLENE F. CORSON
SERVE AT:	4637 PATCHIN HIGHWAY CHERRY TREE, PA 15724

SERVED

Served and made known to Darlene F. Carson, 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 M Other _____

I, Thomas P. Chatman, 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: Marilyn A. Campbell

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

By:

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES***

Member, Pennsylvania Association of Notaries

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

____ Moved _____ Unknown _____ No Answer _____ Vacant
 1st attempt Date: _____ Time: _____, 2nd attempt Date: _____ Time: _____, 3rd
 attempt Date: _____ Time: _____.
 Other: _____

Sworn to and subscribed
before me this _____ day
of _____, 200____.

Notary: _____ By: _____

Attorney for Plaintiff

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

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 J. 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 a.m. pd 5200
William A. Shaw
Prothonotary/Clerk of Courts
[Signature]

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

152

THOMAS J. CORSON
DARLENE F. CORSON

PRAECLPPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

Filed

Demand Side Metrics

Attorney for Plaintiff(s)

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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

WRIT OF EXECUTION
(Mortgage Foreclosure)

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 Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 6-15-06
(SEAL)

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

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	
Prothry Pd.	<u>125.00</u>
Sheriff	<u>172.08</u>

Darlene F. Corson
Attorney for Plaintiff(s)

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

DARLENE F. CORSON
4637 PATCHIN HIGHWAY
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
0135467
OCT 23 2006
S

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

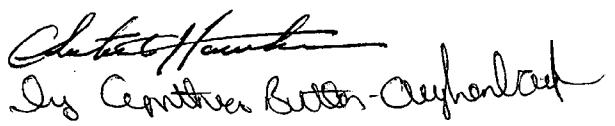
SHERIFF HAWKINS \$1,166.60

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


In Counter Better-Cayhunk
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 J. 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

Willie Blair
(Clerk) Office of the Prothonotary, Common Pleas Court
of CLEARFIELD County, Penna.

Dated 6.15.06
(SEAL)

132034

Received June 15, 2006 @ 11:55 am
Chester A. Hawley
by Cynthia Butler-Ayhanley

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.	<u>125.00</u>
Sheriff	

Darlene F. Corson
Attorney for Plaintiff(s)

Address: THOMAS J. CORSON
DARLENE F. CORSON
4637 PATCHIN HIGHWAY
CHERRY TREE, PA 15724
4637 PATCHIN HIGHWAY
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
TOTAL DEED COSTS	\$29.00

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

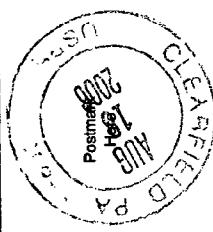
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE**.

CHESTER A. HAWKINS, Sheriff

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

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

OFFICIAL USE



Postage	\$ 6.3
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88

See Reverse for Instructions

PS Form 3800, June 2002

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <i>Thomas J. Corson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>THOMAS J. CORSON</i> <input type="checkbox"/> C. Date of Delivery <i>17 AUG 2002</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: <i>168 SHAWNA ROAD APT 3</i></p> <p>2. Article Addressed to: <i>THOMAS J. CORSON 168 SHAWNA ROAD, APT 3 NORTHERN CAMBRIA, PA 15714</i></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Registered <input type="checkbox"/> C.O.D. <input type="checkbox"/> Insured Mail</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>See Reverse for Instructions</p>	
<p>1. Article Number <i>7005 0390 0003 7235 2015</i></p> <p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

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

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 Praeclipe 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 J. Schmieg
DANIEL SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 31, 2006

FILED

SEP 01 2006

SEI, V 1 2000
M/41:30/45

William A. Shaw

monotary/Clerk of

No 9c.

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

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 Praeclipe 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. Schmiege
 DANIEL G. SCHMIEG, ESQUIRE
 Attorney for Plaintiff

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).	:	

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 Praeclipe 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. Schmiege
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 2nd Street, Ste. 116, Clearfield, PA 16830.

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

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

CQS

COS
PHELAN HALLINAN & 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		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 R800, S913 and S921 for limitations of coverage.	



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CA

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

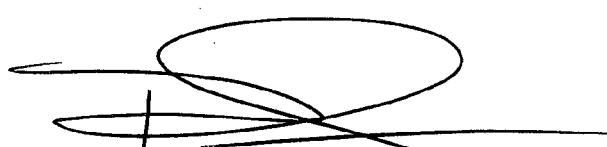
CIVIL DIVISION

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 NO CC
M 10:50 AM
JAN 23 2007 (610)

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

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: NO.: 06-561-CD

: CLEARFIELD County

:

Defendants

:

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	:	
	:	NO.: 06-561-CD
v.	:	
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 the 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 ADMINISTRATOR
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 : CIVIL DIVISION
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

RECEIVED

JAN 26 2001

Court Administrator's
Office

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 Praecept 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.

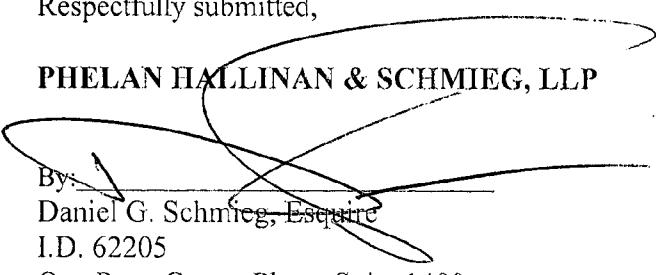
In Livingston v. Unis, 659 A.2d 606 (Pa. Cmwlth. 1995), the court state that “rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable.”

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. Gunnett 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

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

Dated: January 18, 2007

Exhibit "A"

vol 1715 pg 505

This Deed

MADE THE 24th day of October in the year of our Lord one thousand nine 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 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, herein.

CLEARFIELD COUNTY
ENTERED OF RECORD 1-3-97
TIME 10:05 AM
BY Karen L. Stark, Recorder
FEE \$3.50
Karen L. Stark, 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.

653 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 24th day of November, 1995.

Witness

Donald L. Jett (SEAL)
Attn. for Grantee (SEAL)

VOL 1715 PAGE 507

State of Pennsylvania

County of Cambria

On this the 19 day of
me, the undersigned officer, personally appearedknown to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose 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 A. Sottile

COMMONWEALTH OF PENNSYLVANIA,

County of

Recorded on this 19 day of November
A.D. 1995 in the Recorder's office of the said County, in Volume 19 page 507

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

Recorder,

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

vol 1715 pg 508

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

Know by C.P.P.D.T.Y. that this document #162
is recorded in the Register's Office of
Cambria County, Pennsylvania.

Elizabth J. Wachob
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 School
Burnside T-1 2.87-.50

Elizabeth J. Wachob
Elizabeth J. Wachob

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 officer, 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. Wachob

65173
CLEARFIELD COUNTY, PENNSYLVANIA
DEPARTMENT OF REVENUE
REVENUE RECEIPT
RECEIVED BY
AMOUNT \$ 579.00

Notary Seal
Elizabeth J. Wachob, Notary Public
State of Pennsylvania, Cambria County
My Commission Expires Sept. 9, 1996
Notary, Commonwealth of Pennsylvania

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 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.

011562 REV. 4-97

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

002704.03

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, Mortgagors 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:

Thomas J. Corson

Thomas J. Corson

Thomas J. Corson (SEAL)

Darlene F. Corson (SEAL)

DARLENE F. CORSON (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 K. Horsman, Notary Public
Hermitage, Mercer County
My Commission Expires Aug 31, 2000

Member, Pennsylvania Association of Notaries

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

011552

Agent of Mortgagee

002798.03

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

199919855

RECORDED OK

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 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 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.

VOL 1538 PAGE 439

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:

Jeanne Gurski

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

Karen L. Stark
 Karen L. Stark
 Recorder of Deeds

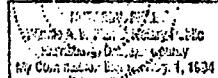
ACKNOWLEDGMENT

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:



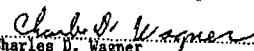
Karen A. Williams
 Notary Public

VOL 1538 PAGE 440

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:

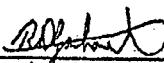

Charles D. Wagner

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
Selix, PA 15952


R. Denning Gearhart, Esquire

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

Position 5

VOL 1538 PAGE 441

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 being 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 revised, 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
NAME 2:24pm
BY R.D. Stark
FEE 13.50
Karen L Stark, Recorder

HARMONY SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT 200.00
PAID 6-22-93 KAREN L STARK
Date Agree

1- COMMONWEALTH OF PENNSYLVANIA
2- DEPARTMENT OF REVENUE
3- PEALY 
4- TRANSFER 4382203
5- TAX 0811352
6- 200.00

ORIGINAL

FmHA 1955-44 (5-88)

Entered of Record 6-22-93, 2:24pm Karen L. Stark, 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 #: 1080B150000050

ZONING:

CLASS: F

STATE CLASS:

CARD #: 2 OF 2

CURRENT OWNER/ADDRESS

CORSON, THOMAS J. & DARLENE F.

LAND DATA:

TYPE

SIZE

INFLUENCE FACTORS

NBHD ID:

14.00

LIVING UNITS:

1

ROUTING #:

R.R. 1

WESTOVER

16692

0.000

0.000

0.000

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X

LAND VALUE

0

0

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ASSESSMENT INFORMATION

PRIORITY

CURRENT

LAND 12,800 12,800

BUILDING 16,500 39,300

TOTAL 31,300 52,100

ASSESSED 0 13,025

DEED BOOK: 1715

DEED PAGE: 0505

DEED DATE: 0

TOTAL ACREAGE: 13.880

TOTAL LAND VALUE:

12,800

DATA COLLECTION INFORMATION

19870428 026

20020610 TS

0

SALES DATA:

PERMIT 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		A				0	000
19951001	LAND + BLDG	57,900	A	0	0	0		B				0	000

DWELLING DATA:

COST APPROACH COMPUTATIONS

Style: CONVENTIONAL	Color: NATURAL	Base Price	26,290
Walls: FRAME/EQUAL	Story Ht. 1.0	Plumbing	0
Total Rooms: 4	Bedrooms: 2	Additions	0
Basement: NONE		Unfin. Area	0
Attic: NONE		Basement	-3,630
Full Baths: 1	Add'l Fixtures: 0	Attic	0
Half Baths: 0	Total Fixtures: 5		
Heating System: BASIC			
Type: OIL			
Fin. Bsmt. Living Area: 0 X 0		Heat/AC Adj.	0
Basement Rec. Room Area: 0 X 0		FBLA	0
Unfin. Rec. Room Area: 0 X 0		Rec Rm	0
Basement Fireplaces: 0 / 0		Fireplace	0
Ground Flr. Area: 521		Bsmt. Gar.	0
Total Living Area: 521		SUBTOTAL	22,660
Quality Grade: C	CDU: FR	Grade Factor	1.00
Year Built: 1982	Condition: FAIR	C & D Factor	0.00
		TOTAL RCM	\$22,660
		X Good	0.80
		Market Adj.	0

OUTBUILDING DATA

TOTAL RCM/LD \$18,100

Type Qty Yr Size1 Size2 Grd Cond Value

0

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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

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-CJ

CLEARFIELD COUNTY

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. Linn
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
*We hereby certify this
to be a true and
original copy of the
original record*

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

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

Plaintiff

v.

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

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM
NO.
CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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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.

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Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association

100 South Street

PO Box 186

Harrisburg, PA 17108

800-692-7375

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

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse

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

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

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

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

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

1. Plaintiff is

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.

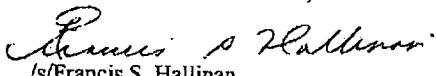
6. The following amounts are due on the mortgage:

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.

31 Lee.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 4/7/6

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

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

PRAECLP 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 M. Schmieg
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 County

Exhibit "F"

CITIFINANCIAL SERVICES, INC., S/B/M TO :
ASSOCIATES CONSUMER DISCOUNT :
COMPANY :
7467 NEW RIDGE ROAD :
HANOVER, MD 21076 :
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Plaintiff,

v.

CIVIL DIVISION

NO. 06-561-CD

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

ALL COPY

Defendant(s).

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 Praeclipe 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. Schmiege
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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).	:	

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 Praeclipe 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

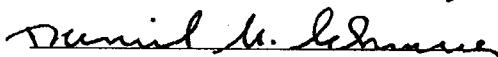
COMMONWEALTH
OF PENNSYLVANIA

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

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 WESTOWER, 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.



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

* 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

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 :
Darlene F. Corson : CLEARFIELD County
Defendants :
CA

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

FILED 2cc
01/00/2007 JAN 25 2007 Atty Schmieg
William A. Shaw
Prothonotary/Clerk of Courts GK

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	:	
	:	NO.: 06-561-CD
v.	:	
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."

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

ATTORNEY FOR PLAINTIFF  William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

v.

Thomas J. Corson
Darlene F. Corson

Defendants

: 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 Praeclipe 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 Praeclipe 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 3rd day of October in the year of our Lord one thousand nine 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 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 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
BILLED OF RECORD 1-3-95
TIME 105
BY Karen L. Stark, Recorder
FEES 13.50

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.

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)
Attn. for Grantee..... (SEAL)

VOL 1715 PAGE 507

State of Pennsylvania

County of Cambria

On this the 19 day of January, 1995, before me, the undersigned officer, personally appeared Kenneth A. Sottile, before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he 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 A. Sottile

COMMONWEALTH OF PENNSYLVANIA,

County of

Recorded on this 19 day of January, 1995,
 A.D. 19, in the Recorder's office of the said County, in Vol. 1715, page 507.

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 page 508

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

A Notary COPYRIGHT Seal this document #16-1
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

(Signature)
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 2.85.50
Burnside T-1 2.89.50

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 these, 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 seal.

Elizabeth J. Wagner

651787
COURT - WELLS FARGO PENNSYLVANIA
DEPARTMENT OF REVENUE
MAIL
RECEIVED
579.00

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

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

011582 REV. 4-97

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

002784.03

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:

Thomas J. Corson

THOMAS J. CORSON

(SEAL)

Darlene F. Corson

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	
Parsons in Sansotta, Notary Public	
Hermitage, Mercer County	
My Commission Expires Aug 3, 2000	

Member, Pennsylvania Association of Notaries

I, FONDA K. HORSMAN

Notary Public

CERTIFICATE OF RESIDENCE

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

011552

Agent of Mortgagors

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 Associate

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.

VOL 1538 PAGE 439

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
 State Director
 Acting
 Farmers Home Administration
 United States Department of
 Agriculture

In the presence of:

Jeanne Gurski

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

Karen L. Stark
 Karen L. Stark
 Recorder of Deeds

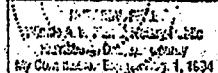
ACKNOWLEDGMENT

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:



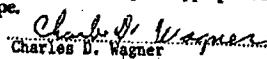
Karen A. Killingsworth
 Notary Public

vol 1538 PAGE 440

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:

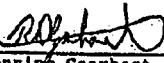

Charles D. Wagner

This 22nd day of June, 1993

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS 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, Esquire

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

VOL 1538 PAGE 441

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(e), 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 an 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
FILE 2-24 pm
BY R.D. Gembach
FEE \$13.50
Karen L. Stark, Recorder

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PEALTY TRANSFER 6-22-93
TAX 200.00
PA 11352

ORIGINAL

FmHA 1955-44 (5-88)

Entered of Record 6-22-93, 2:24 pm, Karen L. Stark, 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		INFLUENCE FACTORS		ROUTING #:								
CORSON, THOMAS J. & DARLENE F.		TYPE	SIZE	X	LAND VALUE							
R.R. 1 WESTOVER		16692	0.000 0.000 0.000 0.000 0.000	0 0 0 0 0	0 0 0 0 0							
DEED BOOK: 1715 DEED PAGE: 0505 DEED DATE: 0		TOTAL ACREAGE: .13.880		TOTAL LAND VALUE: \$12,800								
				- ASSESSMENT INFORMATION -								
				PRIOR	CURRENT							
				LAND	12,800							
				BUILDING	16,500							
				TOTAL	39,300							
				ASSESSED	52,100							
				- DATA COLLECTION INFORMATION -								
				19870428 026 20020610 TS								
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 57,900	0	0	0	A				0	000
				0	0	0	B				0	000
DWELLING DATA:		COST APPROACH COMPUTATIONS										
Style: CONVENTIONAL	Color: NATURAL	Story Ht: 1.0	Base Price	26,290								
Walls: FRAME/EQUAL			Building	0								
Total Rooms: 4	Bedrooms: 2		Addition	0								
Basements: NONE			Unfin. Area	0								
Attic: NONE			Basement	-3,630								
Full Baths: 0	Add'l Fixtures: 0		Attic	0								
Half Baths: 0	Total Fixtures: 0											
Heating: BASIC												
Heating System: WARM AIR												
Type: D1												
F1: 0000, Living Area: 0 X 0			Heat/AC Adj.	0								
Basement Rec Room Area: 0 X 0			FBLA	0								
WB / Metal Fireplaces: 0 / 0			Rec Rm	0								
Basement Garage (# Cars): 0			Fireplace	0								
Ground Flr Area: 521			Basement Cor.	0								
Total Living Area: 521			SUBTOTAL	22,660								
Quality Grade: C	CDU: FR		Grade Factor	1.00								
Year Built: 1982	Condition: FAIR		C & D factor	0								
OUTBUILDING DATA			TOTAL RCM	\$22,660								
Type	Qty	Yr	Size1	Size2	Grd	Cond	TOTAL RCM					
0	0	0	0	0	0	0	\$18,100					
0	0	0	0	0	0	0						
0	0	0	0	0	0	0						
0	0	0	0	0	0	0						
NOTES:												
\$0 DID NOT ALLOW INSPECTION												
\$0 VALUE FLAG: 5												
0 Misc OBJ Desc: Total OBJ Value: 0												

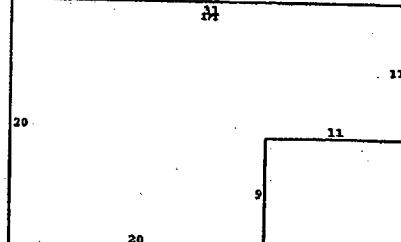


Exhibit "D"

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

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-CJ

CLEARFIELD COUNTY

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

APR 11 2006

Defendants

Attest.

Walter L. Schaeffer
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

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

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

*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

Plaintiff

v.

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

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.

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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

2nd 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 11/30/1999 to 04/07/2006	0.00
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.

31 Lee.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 4/7/6

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

CITIFINANCIAL SERVICES, INC., S/B/M TO :
ASSOCIATES CONSUMER DISCOUNT :
COMPANY :
7467 NEW RIDGE ROAD :
HANOVER, MD 21076 :
Plaintiff, :
v. :
CLEARFIELD COUNTY :
COURT OF COMMON PLEAS :
CIVIL DIVISION :
NO. 06-561-CD

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

Defendant(s).

PRAECLP 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 E. 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 M. Schmieg
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 :
CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Plaintiff,

v.

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

CIVIL DIVISION

NO. 06-561-CD

FILE COPY

Defendant(s).

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 Praeclipe 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. Schmiege

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**

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 06-561-CD

Defendant(s).

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 Praeclipe 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. Schmiege
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Name and
Address
of Sender

↑
COS
PHILAN HALLINAN & SCHMITZ
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814

COS

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		TENANT/OCCUPANT ROUTE 1 BOX 66A/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.

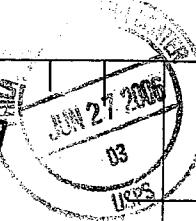
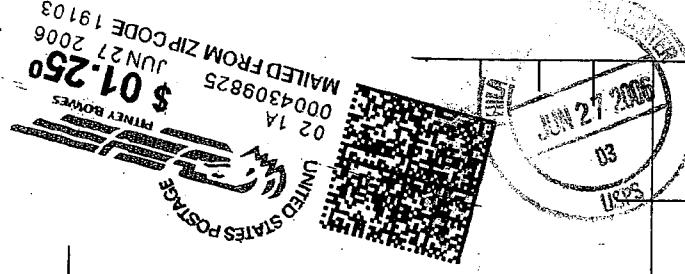


Exhibit "G"

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.

Ches ter A. Haw kins
High Sheriff of Clearfield County
TO

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

S H E R I F F D E E D

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

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

Plaintiff

CIVIL DIVISION

v.

NO.: 06-561-CD

Thomas J. Corson
Darlene F. Corson

CLEARFIELD County

Defendants

FILED NO
M 10:34 AM
JAN 30 2007
S
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

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

and
4637 Patchin Highway
Cherry Tree, PA 15724

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

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

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

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

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: 1-29-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

COURT OF COMMON PLEAS

CIVIL DIVISION

v.
Plaintiff

NO.: 06-561-CD

Thomas J. Corson
Darlene F. Corson

CLEARFIELD County

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 the 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 ADMINISTRATOR
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.

BY THE COURT

JAN 25 2007

J.

Attest.

William J. Clegg
Prothonotary/
Clerk of Courts

FILED NO CC
M 10:49 AM
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

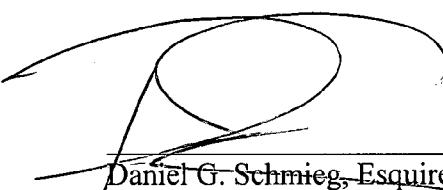
CIVIL DIVISION

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

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

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

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

and

4637 Patchin Highway
Cherry Tree, PA 15724

Domestic Relations Clearfield County Clearfield County Courthouse

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

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

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

FILED
94:00-01
FEB 28 2007

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

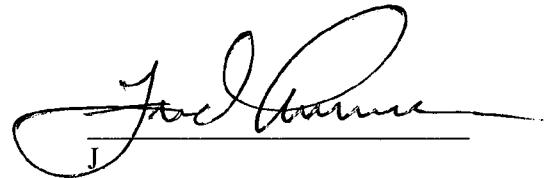
Citifinancial Services, Inc., S/B/M To	:	CIVIL DIVISION
Associates Consumer Discount Company	:	
	:	NO.: 06-561-CD
Plaintiff	:	
v.	:	
Thomas J. Corson	:	
Darlene F. Corson	:	
Defendants	:	

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 black ink, appearing to read "James" or "Judge James". The signature is fluid and cursive, with a horizontal line underneath it. A small capital letter "J" is written below the signature line.

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) Defendants 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

1 : COURT OF COMMON PLEAS
2 :
3 : CIVIL DIVISION
4 :
5 : NO.: 06-561-CD
6 :
7 : CLEARFIELD County, Pennsylvania

Plaintiff

V.

Thomas J. Corson
Darlene F. Corson

Defendants

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,

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"

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
10/30/2007

William A. Shaw
Prothonotary/Clerk of Courts

FILE COPY

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,
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: 1-29-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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 the 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 ADMINISTRATOR
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 Schaeffer
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

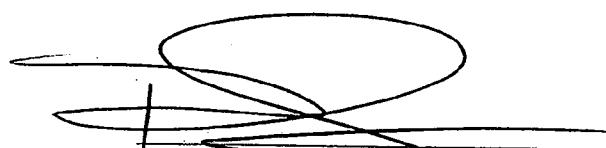
CIVIL DIVISION

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

ATTORNEY FOR PLAINTIFF

Plaintiff

v.

Thomas J. Corson
Darlene F. Corson

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

Defendants

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

Dated: 1/19/07

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

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	:	
Plaintiff	:	CIVIL DIVISION
v.	:	NO.: 06-561-CD
Thomas J. Corson	:	
Darlene F. Corson	:	CLEARFIELD County
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 the 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 ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT,

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To :
Associates Consumer Discount Company :
Plaintiff : CIVIL DIVISION
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

ATTORNEY FOR PLAINTIFF

Plaintiff

v.

Thomas J. Corson

Darlene F. Corson

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 06-561-CD

CLEARFIELD County

Defendants

PETITION TO CORRECT DEED PURSUANT TO P.A.R.C.P.3135(b) AND
SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO P.A.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 Praeclipe 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 Praecept 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

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

ATTORNEY FOR PLAINTIFF

Plaintiff

COURT OF COMMON PLEAS

v.

CIVIL DIVISION

Thomas J. Corson
Darlene F. Corson

NO.: 06-561-CD

CLEARFIELD County

Defendants

:

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 Praeclipe 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. Gunnett 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

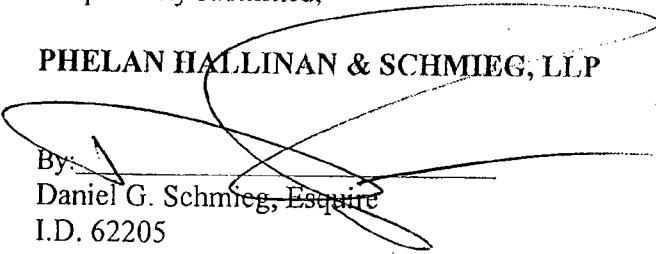
By: 
Daniel G. Schmieg, Esquire
I.D. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
Attorney for Plaintiff

Exhibit "A"

vol 1715 pg 505

This Deed

MADE THE 14th 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
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
degrees 50 minutes West; thence following Township Route T-311 North 82
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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 105
BY Karen L. Storch
FEE 13.20
Karen L. Storch, 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.

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

.....
Witness

.....
..... (SEAL)

.....
..... (SEAL)

VOL 1715 PAGE 507

State of Pennsylvania

County of Cambria

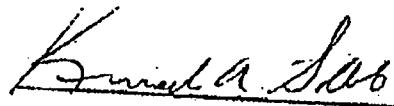
On this the 19 day of February, 1995, before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he 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 3 day of November, 1995,
 A.D. 1995, in the Recorder's office of the said County, in
 Vol. 1715, page 507.

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 pg 508

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

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

Charles D. Wagner
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 School 287.50
Burnside T-1 287.50

Elsbeth G. Wagner
Elsbeth 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 officer, 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.

Elsbeth G. Wagner

05-2-3
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
MAIL NUMBER 6
REVENUE REC'D
579.00

Notary Seal
Elsbeth G. Wagner, Notary Public
State of Pennsylvania, Cambria County
My Commission Expires Sept. 9, 1996
Notary Publics Association of America

HARMONY SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 579.00
PAID 11-3-95
Karen L. Starck
Recorder of Deeds
Agent

Entered of Record 11-3-1995 1:05 pm 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.

011562 REV. 4-97

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

002704.03

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, Mortgagors 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 Mortgagors 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:

Thomas J. Corson
Darlene F. Corson

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MERCER

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
Parsons in Sansotta, Notary Public
Hermitage, Mercer County
My Commission Expires Aug 31, 2000

Member, Pennsylvania Association of Notaries

I, FONDA K. HORSMAN

H. K. Horsman, Notary Public

Notary Public

CERTIFICATE OF RESIDENCE

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

011582

J. Fonda K. Horsman
Agent of Mortgagors

002798.00

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 L. Matthews

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 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 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.

VOL 1538 PAGE 439

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:

Jeanne Gurski

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



Karen L. Stark
 Karen L. Stark
 Recorder of Deeds

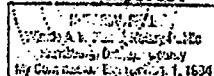
ACKNOWLEDGMENT

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:



Karen A. Williams
 Notary Public

vol 1538 PAGE 440

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantor/grantee, 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:

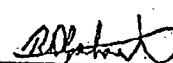

Charles D. Wagner

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
Selix, PA 15952


R. Denning Gearhart, Esquire

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

Position 5

VOL 1538 PAGE 441

NOTICE OF RESIDENTIAL OCCUPANCY RESTRICTION

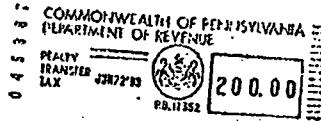
Property Address R. D. #1
Westover, PA 16692

Pursuant to section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. §1400(e), 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 an 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 2:24 pm
BY R.D. Grantor
FEE 13.50
Karen L. Starch, Recorder

HARMONY SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 200.00
PAID 6-22-93 KAREN L. STARCH
Date Adm'd



ORIGINAL

FmHA 1955-44 (5-88)

Entered of Record 6-22-93, 2:24 pm, Karen L. Starch, 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 #: 1080B1500000050		ZONING:		CLASS: F	STATE CLASS:	CARD #: 2 OF 2				
CURRENT OWNER/ADDRESS		LAND DATA:		INFLUENCE FACTORS		NHBD ID: 14.00	LIVING UNITS: 1	ROUTING #:				
CORSON, THOMAS J. & DARLENE F.		TYPE	SIZE			X	LAND VALUE	ASSESSMENT INFORMATION				
R.R. 1 WESTOVER		16692	0.000			0	0	PRIOR	CURRENT			
			0.000			0	0					
			0.000			0	0					
			0.000			0	0					
			0.000			0	0					
DEED BOOK: 1715 DEED PAGE: 0505 DEED DATE: 0		TOTAL ACREAGE: .13.880		TOTAL LAND VALUE: 12,800		LAND BUILDING TOTAL ASSESSED		12,800	12,800			
						0	0	39,300	39,300			
						0	0	52,100	52,100			
						0	0	13,025	13,025			
								DATA COLLECTION INFORMATION				
								19870428 026				
								20020610 1S	0			
SALES DATA:												
PERMIT 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		A				0	000
19951001	LAND + BLDG	57,900	A	0	0						0	000
0	0	0	0	0	0						0	000
DWELLING DATA:												
COST APPROACH COMPUTATIONS												
Style: CONVENTIONAL	Color: NATURAL	Story Ht. 1.0	Base Price	26,290								
Walls: FRAME/EQUAL			Plumbing	0								
Total Rooms: 6	Bedrooms: 2		Additions	0								
Basement: NONE			Unfin. Area	0								
Attic: NONE			Basement	-3,630								
Full Bathes: 1	Add'l Fixtures: 0		Attic	0								
Hall Bathes: 0	Total Fixtures: 5											
Heating: BASIC												
Heating System: WARM AIR												
Type: OIL												
Fin. Bsat. Living Areas: 0 X 0			Heat/AC Adj.	0								
Basement Rec. Room Areas: 0 X 0			FBLA	0								
Ex. Rec. Room Areas: 0 / 0			Fin. Rm	0								
Breakfast Rooms: 0			Fireplace	0								
Ground Flr. Garage: 221			Bent. Gar.	0								
Total Living Areas: 521			SUBTOTAL	22,660								
Quality Grade: C	CDU: FR		Grade Factor	1.00								
Year Built: 1982	Condition: FAIR		Dist. Factor	0								
			TOTAL XCH	\$22,660								
			% Good	0.80								
			Market Adj.	0								
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	0	0	0	0					
NOTES:												
0 DID NOT ALLOW INSPECTION												
0 VALUE FLAG: 5												
Misc. Obj Desc: Total Obj Value = 0												

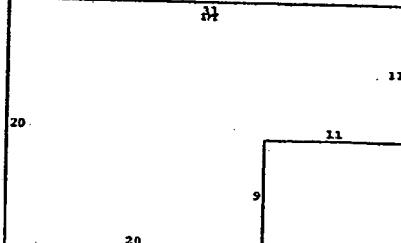


Exhibit "D"

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

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 06-561-C.D

CLEARFIELD COUNTY

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

APR 11 2006

Defendants

Attest.

Wm. A. Moholick
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

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

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

*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

Plaintiff

v.

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

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO.

CLEARFIELD COUNTY

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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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.

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Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association

100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

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

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

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

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

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

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

1. Plaintiff is

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	<u>\$ 550.00</u>
Subtotal	\$ 70,736.82
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
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

Lawrence T. Phelan
 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.

31 Lee.

FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

DATE: 4/7/6

Exhibit "E"

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

Defendant(s).

**PRAECLP 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 M. Schmieg
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	:	CLEARFIELD COUNTY
HANOVER, MD 21076	:	COURT OF COMMON PLEAS
	:	
Plaintiff,	:	CIVIL DIVISION
v.	:	
	:	
THOMAS J. CORSON	:	NO. 06-561-CD
DARLENE F. CORSON	:	
4637 PATCHIN HIGHWAY	:	
CHERRY TREE, PA 15724	:	
	:	
Defendant(s).	:	

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 Praeclipe 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):

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
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,	:	CLEARFIELD COUNTY
v.	:	COURT OF COMMON PLEAS
	:	CIVIL DIVISION
	:	NO. 06-561-CD
THOMAS J. CORSON DARLENE F. CORSON 4637 PATCHIN HIGHWAY CHERRY TREE, PA 15724	:	
Defendant(s).	:	

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 Praeclipe 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
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Name and
Address
of Sender

COS
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		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.

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

S H E R I F F D E E D

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
M10561CD
MAR 09 2007
LS

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,
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: 3-7-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citifinancial Services, Inc., S/B/M To	:	CIVIL DIVISION
Associates Consumer Discount Company	:	
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 E. Clegg
Prothonotary
Clerk of Courts

William E. Clegg
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*
01/10/53/2006 APR 18 2006
William A. Shaw
Prothonotary/Clerk of Courts
(6R)

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:

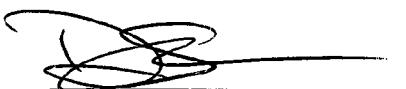
THOMAS J. CORSON, JR.

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