

06-584-CD

Citifinancial Ser. Vs Gretchen Eckberg et al

2006-584-CD

Citifinancial vs Gretchen Eckberg et al

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES INC.

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

Plaintiff

vs.

GRETCHEN ECKBERG

MICHELLE MCGOVERN a/k/a MICHELLE PROBST

Mortgagors and Real Owners

879 Old Frenchville Road

Frenchville, PA 16836

Defendants

2006-584-CD

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

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

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

FILED

ECW

APR 17 2006

W/ 1125/W

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATM

2 CENT TO SBA

A V I S O

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

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

FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

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

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

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 877-675-3656 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CFNA-0262.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES INC., 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are GRETCHEN ECKBERG, 879 Old Frenchville Road, Frenchville, PA 16836 and MICHELLE MCGOVERN a/k/a MICHELLE PROBST, 879 Old Frenchville Road, Frenchville, PA 16836, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 07, 2001 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200112526. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for November 13, 2005 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$34,800.12
Interest from 10/13/2005	\$1,062.66
through 04/30/2006 at 6.0120%.	
Per Diem interest rate at \$5.34	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 11/13/2005 to 04/30/2006	\$225.60
Monthly late charge amount at \$37.60	
Costs of suit and Title Search	\$900.00
Appraisal Fee	\$225.00
Insurance Refund	-\$1,541.75
	<hr/>
	\$37,671.63

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$37,671.63, together with interest at the rate of \$5.34, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: _____

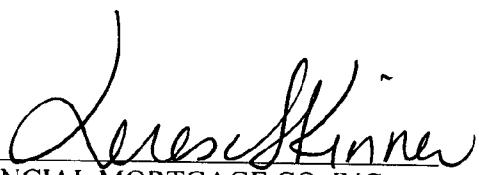

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Teresa Skinner, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 4-13-06



CITIFINANCIAL MORTGAGE CO. INC.

Exhibit A

This Deed,

MADE the 19th day of January
in the year nineteen hundred and eighty-nine (1989)

BETWEEN FERDINAND HUGNEY, widower, of Frenchville, Covington Township, Clearfield County, Pennsylvania, party of the first, herein-after referred to as "GRANTOR"

AND

GRETCHEN ECKBERG, an individual, of Frenchville, Clearfield County, Pennsylvania, and MICHELLE MCCOVERN, an individual, of Frenchville, Clearfield County, Pennsylvania, as joint tenants with right of survivorship and not as tenants in common, parties of the second part, hereinafter referred to as "GRANTEE'S"

WITNESSETH, That in consideration of ----- the sum of -----
----- ONE AND NO/100 (\$1.00) ----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees, their heirs, executors and assigns,

ALL that certain parcel of land, with any improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the line now or formerly of Gust Hugney land, where it intersects with State Highway Route 879; thence Southerly with said Gust Hugney line, two hundred seventy-two (272') feet to the Voinchet corner; thence Easterly with lands of the prior Grantor one hundred fifty-nine and five tenths (159.5') feet to a stake corner; thence Northerly with lands of the prior Grantor two hundred seventy-two (272') feet to Route No. 879; thence Westerly with said State Highway, one hundred fifty-nine and five-tenths (159.5') feet to Gust Hugney corner, and place of beginning. Containing one (1) acre, more or less.

Att 1-26-89

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BEING the same premises conveyed to Ferdinand Hugney and Margaret Hugney, his wife, by deed of Richard Plubell and Ella Plubell dated July 26, 1940 and recorded in Clearfield County Deed Book 333, page 372. The said sole title in her surviving spouse, Ferdinand Hugney, Grantor herein.

EXCEPTING AND RESERVING unto the Grantor the right to possession and use of the premises for the term of his natural life or for as long as he shall desire to live there.

THIS IS A CONVEYANCE FROM PARENT TO CHILD AND GRANDCHILD.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1968", I/we, the undersigned grantor/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:

David M. Brown

Gretchen E. Kline
GRETCHEN ECKBERG
Michelle M. Brown
MICHELLE MCGOVERN

This 14 day of June 1985

THIS DOCUMENT MAY NOT SEAL, 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. 288, approved September 10, 1968, as amended.)

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: March 10, 2006

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact any attorney in your area. The local bar association may be able to help you find a lawyer.

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion immediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER
Suite 5000 - Mellon Independence Center.
701 Market Street
Philadelphia, PA 19106
Fax (215) 627-7734

Date: March 10, 2006

Homeowners Name: GRETCHEN ECKBERG and MICHELLE MCGOVERN a/k/a
MICHELLE PROBST

Property Address: 879 Old Frenchville Road, Frenchville, PA 16836

Loan Account No.: 2000510246745

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Servicer: CITIFINANCIAL SERVICES INC.

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL
ASSISTANCE WHICH CAN SAVE YOUR HOME FROM
FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE
ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR
CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE
PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your fact-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **879 Old Frenchville Road, Frenchville, PA 16836** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

- (a) Monthly payment from 11/13/2005 thru 3/10/2006
(5 mos. at \$220.00/month) \$1,100.00
- (b) Late charges from 11/13/2005 thru 3/10/2006
(5 mos. at \$37.60/month) \$188.00
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,288.00

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 1,288.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

CITIFINANCIAL MORTGAGE CO., INC.
605 Munn Road
Fort Mill, SC 29715

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements**

under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL MORTGAGE CO., INC.

Address: 605 Munn Road
Fort Mill, SC 29715

Phone Number: 877-675-3656 x74453

Contact Person: Judy Burns

Email: Judith.a.burns@citigroup.com

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Judy Burns
Phone Number: 877-675-3656 x74453

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101449
NO: 06-584-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC

VS.

DEFENDANT: GRETCHEN ECKBERG and MICHELLE MCGOVERN aka MICHELLE PROBST

SHERIFF RETURN

NOW, April 20, 2006 AT 1:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GRETCHEN ECKBERG DEFENDANT AT 879 OLD FRENCHVILLE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GRETCHEN ECKBERG, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
06-584-CD
MAY 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101449
NO: 06-584-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC
vs.

DEFENDANT: GRETCHEN ECKBERG and MICHELLE MCGOVERN aka MICHELLE PROBST

SHERIFF RETURN

NOW, April 20, 2006 AT 1:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE MCGOVERN aka MICHELLE PROBST DEFENDANT AT 879 OLD FRENCHVILLE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHELLE MCGOVERN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101449
NO: 06-584-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC

vs.

DEFENDANT: GRETCHEN ECKBERG and MICHELLE MCGOVERN aka MICHELLE PROBST

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	256003	20.00
SHERIFF HAWKINS	GOLDBECK	256003	38.63

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
by Marlyn Hanner
Chester A. Hawkins
Sheriff

In the Court of Common Pleas of Clearfield County

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

Plaintiff

vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
(Mortgagor(s) and Record Owner(s))
879 Old Frenchville Road
Frenchville, PA 16836

No. 2006-584-CD

Defendant(s)

PRAECLPICE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against GRETCHEN ECKBERG and MICHELLE MCGOVERN a/k/a MICHELLE PROBST by default for want of an Answer.

Assess damages as follows:

Debt	\$37,826.71

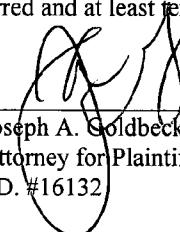
Interest - 10/13/2005 to 05/22/2006

Total

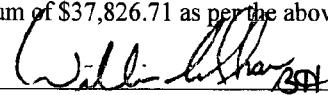
(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1


Joseph A. Goldbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW May 24, 2006, Judgment is entered in favor of
CITIFINANCIAL SERVICES INC. and against GRETCHEN ECKBERG and MICHELLE MCGOVERN a/k/a MICHELLE
PROBST by default for want of an Answer and damages assessed in the sum of \$37,826.71 as per the above certification.


Prothonotary

FILED Atty pd. 20.00
m 1:55 2006 Notice to Defs.
MAY 24 2006 Statement to Atty

William A. Shaw
Prothonotary/Clerk of Courts

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

DATE OF THIS NOTICE: May 11, 2006

TO:

MICHELLE MCGOVERN a/k/a MICHELLE PROBST
879 Old Frenchville Road
Frenchville, PA 16836

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

Plaintiff

vs.
GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
(Mortgagor(s) and Record Owner(s))
879 Old Frenchville Road
Frenchville, PA 16836

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2006-584-CD

Defendant(s)

TO: **MICHELLE MCGOVERN a/k/a MICHELLE PROBST**
879 Old Frenchville Road
Frenchville, PA 16836

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

Joseph A. Goldbeck, Jr.
GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 5000 – 701 Market Street.
Philadelphia, PA 19106 215-825-6318

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

DATE OF THIS NOTICE: May 11, 2006

TO:

GRETCHEN ECKBERG
879 Old Frenchville Road
Frenchville, PA 16836

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

Plaintiff

vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
(Mortgagor(s) and Record Owner(s))
879 Old Frenchville Road
Frenchville, PA 16836

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2006-584-CD

Defendant(s)

TO: **GRETCHEN ECKBERG**
879 Old Frenchville Road
Frenchville, PA 16836

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
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KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

Joseph A. Goldbeck, Jr.
GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 5000 - 701 Market Street
Philadelphia, PA 19106 215-825-6318

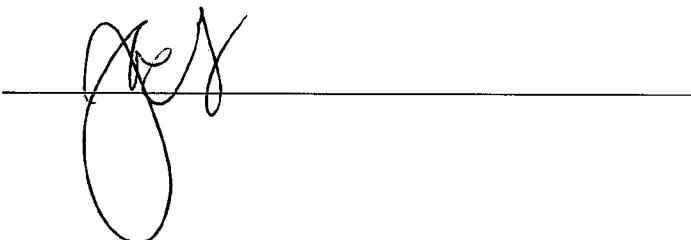
VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, GRETCHEN ECKBERG, is about unknown years of age, that Defendant's last known residence is 879 Old Frenchville Road, Frenchville, PA 16836, and is engaged in the unknown business located at unknown address.

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

Date: 5/27/06

A handwritten signature in black ink, appearing to read "John" or "John S.", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'J' at the beginning.

VERIFICATION OF NON-MILITARY SERVICE

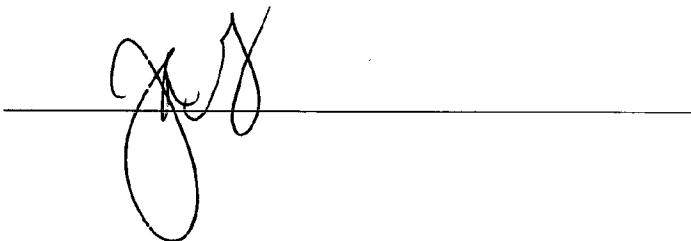
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, MICHELLE MCGOVERN a/k/a MICHELLE PROBST, is about unknown years of age, that Defendant's last known residence is 879 Old Frenchville Road, Frenchville, PA 16836, and is engaged in the unknown business located at unknown address.

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

Date:

5/27/04

A handwritten signature in black ink, appearing to read "John Doe", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'J' at the beginning.

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff
vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
(Mortgagor(s) and Record owner(s))
879 Old Frenchville Road
Frenchville, PA 16836

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

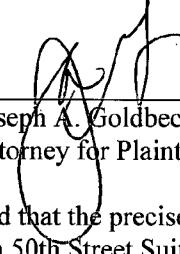
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

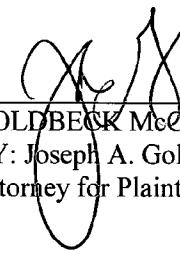
No. 2006-584-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of CITIFINANCIAL SERVICES INC., and against GRETCHEN ECKBERG and MICHELLE MCGOVERN a/k/a MICHELLE PROBST for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$37,826.71.


Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is CITIFINANCIAL SERVICES INC. 14415 South 50th Street Suite 100 Phoenix, AZ 85044 and that the name(s) and last known address(es) of the Defendant(s) is/are GRETCHEN ECKBERG, 879 Old Frenchville Road Frenchville, PA 16836 and MICHELLE MCGOVERN a/k/a MICHELLE PROBST, 879 Old Frenchville Road Frenchville, PA 16836;

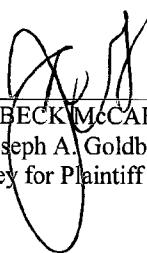

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

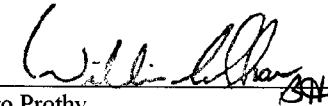
TO THE PROTHONOTARY:

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

Principal Balance	\$34,800.12
Interest from 10/13/2005 through 05/22/2006	\$1,180.14
Attorney's Fee at 0.0100% of principal balance	\$2,000.00
Late Charges	\$263.20
Costs of Suit and Title Search	\$900.00
APPRAISAL FEE	\$225.00
INSURANCE REFUND	- (\$1,541.75)
	<hr/>
	\$37,826.71


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

AND NOW, this 24th day of May, 2006 damages are assessed as above.



Pro Prothy

Rule of Civil Procedure No. 236 – Revised

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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

Plaintiff

No. 2006-584-CD

vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
(**Mortgagors and Record Owner(s)**)
879 Old Frenchville Road
Frenchville, PA 16836

Defendant(s)

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

NOTICE

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

William Shaw
Prothonotary

By: William Shaw 5/24/06

Deputy

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

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

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

Citifinancial Services, Inc.
Plaintiff(s)

No.: 2006-00584-CD

Real Debt: \$37,826.71

Atty's Comm: \$

Vs.

Costs: \$

Gretchen Eckberg
Michelle McGovern a/k/a Michelle Probst
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 24, 2006

Expires: May 24, 2011

Certified from the record this 24th day of May, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff
vs.
GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
Mortgagor(s) and Record Owner(s)
879 Old Frenchville Road
Frenchville, PA 16836
Defendant(s)

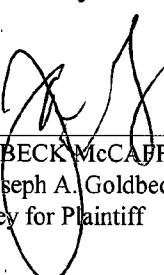
IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE
No. 2006-584-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from 10/13/2005 to 05/22/2006 at 6.0120%	\$37,826.71
(Costs to be added)	
Prothonotary costs	125.00


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

FILED Atty pd. 20.00
MAY 15 2006 100-66076
MAY 24 2006 w/prop. descr.
to Shff
William A. Shaw
Prothonotary/Clerk of Courts
CR



FILED

MAY 24 2006

William A. Shaw
Prothonotary/Clerk of Courts

Term
No. 2006-584-CD
IN THE COURT OF COMMON PLEAS

CITIFINANCIAL SERVICES INC.

vs.

GRETCHEN ECKBERG and
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
(Mortgagor(s) and Record Owner(s))
879 Old Frenchville Road
Frenchville, PA 16836

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.

Attorney for Plaintiff

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

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

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

Plaintiff
vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE
PROBST
(Mortgagor(s) and Record Owner(s))
879 Old Frenchville Road
Frenchville, PA 16836

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

No. 2006-584-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

879 Old Frenchville Road
Frenchville, PA 16836

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

GRETCHEN ECKBERG
879 Old Frenchville Road
Frenchville, PA 16836

MICHELLE MCGOVERN a/k/a MICHELLE PROBST
879 Old Frenchville Road
Frenchville, PA 16836

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

GRETCHEN ECKBERG
879 Old Frenchville Road
Frenchville, PA 16836

MICHELLE MCGOVERN a/k/a MICHELLE PROBST
879 Old Frenchville Road
Frenchville, PA 16836

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

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

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

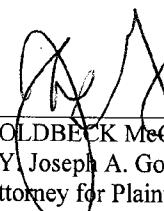
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS
879 OLD FRENCHVILLE ROAD
FRENCHVILLE, PA 16836

(attach separate sheet if more space is needed)

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

DATED: May 22, 2006


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

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

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

In the Court of Common Pleas of
Clearfield County

VS.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE
PROBST
879 Old Frenchville Road
Frenchville, PA 16836

No. 2006-584-CD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 879 Old Frenchville Road Frenchville, PA 16836

See Exhibit "A" attached.

AMOUNT DUE \$37,826.71

Interest From 10/13/2005
Through 05/22/2006

(Costs to be added)

Prothonotary costs 125.00

Dated: 5/24/08

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 2006-584-CD

IN THE COURT OF COMMON PLEAS

CITIFINANCIAL SERVICES INC.

vs.

GRETCHEN ECKBERG and
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
Mortagor(s)
879 Old Frenchville Road Frenchville, PA 16836

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$37,826.71
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 125.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

All that certain parcel of land, with any improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at the line now or formerly of Gust Hugney land, where it intersects with State Highway Route #879; thence southerly with said Gust Hugney line, two hundred seventy-two (272') feet to the Voinchet corner; thence Easterly with lands of the prior Grantor one hundred fifty-nine and five tenths (159.5') feet to a stake corner; thence northerly with lands of the prior Grantor two hundred seventy-two (272') feet to Route No. 879; thence Westerly with said State Highway, one hundred fifty-nine and five tenths (159.5') feet to Gust Hugney corner, and place of beginning. Containing one (1) acre, more or less.

TAX PARCEL #: 111-Q05-000-00050

PROPERTY ADDRESS: 879 OLD FRENCHVILLE ROAD, FRENCHVILLE, PA 16836

GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

Attorney for Plaintiff

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

Plaintiff
vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
**Mortgagor(s) and
Record Owner(s)**

879 Old Frenchville Road
Frenchville, PA 16836

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2006-584-CD

FILED *NO CC*
JUL 10 2006 *US*

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

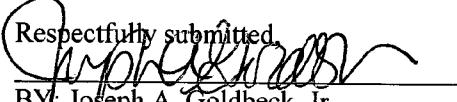
Personal Service by the Sheriff's Office/competent adult (copy of return attached). *Per Cindy @ SD*
 Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
 Certified mail by Sheriff's Office.
 Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

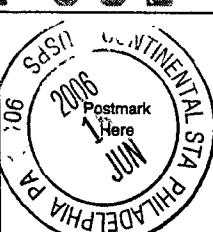
IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

Premises was posted by Sheriff's Office/competent adult (copy of return attached).
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
 Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 2.79
Certified Fee	
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	Yes
Total Postage & Fees	\$ 7.04
Sent To: ECKBERG, GRETCHEN - 0262 Street, Apt. No.; 879 Old Frenchville Road or PO Box No. Frenchville, PA 16836 City, State, ZIP+4	
 <small>PS Form 3800, June 2002</small> <small>See Reverse for Instructions</small>	

Certified Mail Provides:

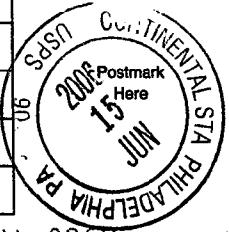
- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

7005 1820 0001 5040 0689

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 2.79
Certified Fee	Yes
Return Receipt Fee (Endorsement Required)	Yes
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.04
Sent To: MCGOVERN, MICHELLE 694/a MICH Street, Apt. No.; 879 Old Frenchville Road or PO Box No. City, State, ZIP+4 Frenchville, PA 16836	
	

Certified Mail Provides:

PS Form 3800, June 2002 (Reverse)

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
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**IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**



GOLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
215-825-6320
Attorney for Plaintiff

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

Plaintiff

vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE
PROBST
Mortgagor(s) and Record Owner(s)

879 Old Frenchville Road
Frenchville, PA 16836

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2006-584-CD

AFFIDAVIT PURSUANT TO RULE 3129

CITIFINANCIAL SERVICES INC., Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

879 Old Frenchville Road
Frenchville, PA 16836

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

GRETCHEN ECKBERG
879 Old Frenchville Road
Frenchville, PA 16836

MICHELLE MCGOVERN a/k/a MICHELLE PROBST
879 Old Frenchville Road
Frenchville, PA 16836

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

GRETCHEN ECKBERG
879 Old Frenchville Road
Frenchville, PA 16836

MICHELLE MCGOVERN a/k/a MICHELLE PROBST
879 Old Frenchville Road
Frenchville, PA 16836

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

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

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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

TENANTS/OCCUPANTS
879 OLD FRENCHVILLE ROAD
FRENCHVILLE, PA 16836

(attach separate sheet if more space is needed)

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

DATED: July 6, 2006



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20358
NO: 06-584-CD

PLAINTIFF: CITIFINANCIAL SERVICES INC.

vs.

DEFENDANT: GRETCHEN ECKBERG AND MICHELLE MCGOVERN A/K/A MICHELLE PROBST

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/24/2006

LEVY TAKEN 06/06/2006 @ 1:20 PM

POSTED 06/06/2006 @ 1:20 PM

SALE HELD 08/04/2006

SOLD TO ROBERT J. MOLLICA

SOLD FOR AMOUNT \$4,000.00 PLUS COSTS

WRIT RETURNED 08/17/2006

DATE DEED FILED 08/17/2006

PROPERTY ADDRESS 879 OLD FRENCHVILLE ROAD FRENCHVILLE , PA 16836

FILED
03:13:04
AUG 17 2006
LS

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

06/06/2006 @ 1:24 PM SERVED GRETCHEN ECKBERG

SERVED GRETCHEN ECKBERG, DEFENDANT, AT HER RESIDENCE VARIOT ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GRETCHEN ECKBERG

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.

06/07/2006 @ 11:00 AM SERVED MICHELLE MCGOVERN A/K/A MICHELLE PROBST

MICHELLE MCGOVERN A/K/A MICHELLE PROBST, DEFENDANT, AT HER RESIDENCE 879 OLD FRENCHVILLE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE MCGOVERN A/K/A MICHELLE PROBST

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20358
NO: 06-584-CD

PLAINTIFF: CITIFINANCIAL SERVICES INC.

vs.

DEFENDANT: GRETCHEN ECKBERG AND MICHELLE MCGOVERN A/K/A MICHELLE PROBST

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$322.40

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

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

In the Court of Common Pleas of
Clearfield County

vs.

GRETCHEN ECKBERG
MICHELLE MCGOVERN a/k/a MICHELLE
PROBST
879 Old Frenchville Road
Frenchville, PA 16836

No. 2006-584-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: 879 Old Frenchville Road Frenchville, PA 16836

See Exhibit "A" attached

AMOUNT DUE	
	\$37,826.71

Interest From 10/13/2005
Through 05/22/2006

(Costs to be added)

Prothonotary costs	125.00
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Will Shantz

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Received May 24, 2006 @ 3:50 P.M.
Chester A. Winkens
By Cynthia Butler Aughenbaugh

Dated: 5/24/06

Term
No. 2006-584-CD

IN THE COURT OF COMMON PLEAS
CITIFINANCIAL SERVICES INC.

vs.

GRETCHEN ECKBERG and
MICHELLE MCGOVERN a/k/a MICHELLE PROBST
Mortagor(s)
879 Old Frenchville Road Frenchville, PA 16836

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$37,826.71
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 125.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

7
All that certain parcel of land, with any improvements thereon, situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at the line now or formerly of Gust Hugney land, where it intersects with State Highway Route #879; thence southerly with said Gust Hugney line, two hundred seventy-two (272') feet to the Voinchet corner; thence Easterly with lands of the prior Grantor one hundred fifty-nine and five tenths (159.5') feet to a stake corner; thence northerly with lands of the prior Grantor two hundred seventy-two (272') feet to Route No. 879; thence Westerly with said State Highway, one hundred fifty-nine and five tenths (159.5') feet to Gust Hugney corner, and place of beginning. Containing one (1) acre, more or less.

TAX PARCEL #: 111-Q05-000-00050

PROPERTY ADDRESS: 879 OLD FRENCHVILLE ROAD, FRENCHVILLE, PA 16836

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GRETCHEN ECKBERG NO. 06-584-CD

NOW, August 17, 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 August 04, 2006, I exposed the within described real estate of Gretchen Eckberg And Michelle McGovern A/K/A Michelle Probst to public venue or outcry at which time and place I sold the same to ROBEF J. MOLLICA he/she being the highest bidder, for the sum of \$4,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.24
LEVY	15.00
MILEAGE	14.24
POSTING	15.00
CSDS	10.00
COMMISSION	80.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	14.24
ADD'L LEVY	
BID AMOUNT	4,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$322.40

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	908.02
TOTAL DEED COSTS	\$937.52

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	37,826.71
INTEREST @ 6.2300 %	1,837.85
FROM 10/13/2005 TO 08/04/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$39,704.56

COSTS:

ADVERTISING	332.98
TAXES - COLLECTOR	870.75
TAXES - TAX CLAIM	4,007.39
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	937.52
SHERIFF COSTS	322.40
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$6,885.04

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