

06-738-CD

Commercial Credit vs Myra Calhoun et al

2006-738-CD  
Commercial Credit vs Myra Calhoun 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

COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT  
COMPANY  
14415 South 50th Street  
Suite 100  
Phoenix, AZ 85044

*Plaintiff*

vs.

MYRA J. CALHOUN  
JAMES A. MORRISON  
BETTY M. MORRISON  
**Mortgagors and Real Owners**  
145 Bowman Hill Road  
Clearfield, PA 16830

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. *06-738-CD*

**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** Atty pd. 85.00  
*3/11/2006*  
**MAY 10 2006** 10 CC Shff

William A. Shaw  
Prothonotary/Clerk of Courts

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

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 REQUERIRÁ QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE 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](http://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-0296.

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 COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are MYRA J. CALHOUN, 145 Bowman Hill Road, Clearfield, PA 16830, JAMES A. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830 and BETTY M. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On October 29, 1993 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1566, Page 7. 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 May 03, 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	\$25,530.41
Interest from 04/03/2005	\$3,303.63
through 05/31/2006 at 12.5160%	
Per Diem interest rate at \$7.81	
Reasonable Attorney's Fee	\$2,000.00
Costs of suit and Title Search	\$900.00
Appraisal Fee	<u>\$225.00</u>
	<u>\$31,959.04</u>

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 \$31,959.04, together with interest at the rate of \$7.81, 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: Joseph A. Goldbeck

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Anna Zisis, 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: 5-9-06



CITIFINANCIAL MORTGAGE CO. INC.

# *Exhibit A*

1284-589

# This Deed,

MADE THE 2nd day of JUNE in the year  
of our Lord one thousand nine hundred Eighty-Nine.

BETWEEN CHESTER A. MORRISON and BETTY L. MORRISON, husband and wife, of R. D. 1,  
Box 87, Clearfield, Pa., 16830.

and Grantors :  
MYRA J. CALHOUN, residing at 17 Mt. Joy, Clearfield, Pa., 16830, and  
JAMES A. MORRISON, residing at 214 Canal Street, Lyons, NY 18849, as Tenants  
in Common.

Grantee :  
WITNESSETH, that in consideration of One  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs, successors and assigns,

ALL those certain pieces or parcels of land, together with all improvements  
thereon, situate in Lawrence Township, Clearfield County, Pa., known as  
Lots Nos. 103 and 104 in the Kerr Addition, each fronting forty (40) feet  
on Owens Street and extending back along an alley about one hundred (100)  
feet to another alley.

BEING the same premises conveyed to the Grantors herein by deed dated  
September 22, 1952 and recorded in Clearfield County Deed Book 424, page 86  
and recorded on the same date.

THIS CONVEYANCE IS FROM PARENTS TO CHILDREN AND IS,  
THEREFORE, EXEMPT FROM REALTY TRANSFER TAX.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: April 6, 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: **April 6, 2006**

Homeowners Name: **MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON**

Property Address: **145 Bowman Hill Road, Clearfield, PA 16830**

Loan Account No.: **2000510215480**

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.

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**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.)**

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**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: **145 Bowman Hill Road, Clearfield, PA 16830** 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 05/03/2005 thru 4/6/2006  
(12 mos. at \$284.15/month) \$3,409.80
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$3,409.80

**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 \$ 3,409.80**, 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 x74446

**Fax Number:** 972-657-1910

**Contact Person:** Patrick M. O'Brien

**Email:** Patrick.m.obrien@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:** Patrick M. O'Brien  
**Phone Number:** 877-675-3656 x74446

**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 # 101518  
NO: 06-738-CD  
SERVICE # 1 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
VS.  
DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

NOW, May 17, 2006 AT 2:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. MORRISON DEFENDANT AT 145 BOWMAN HILL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETTY MORRISON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED  
010:4000  
JUL 11 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 2 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
VS.  
DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

NOW, May 17, 2006 AT 2:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETTY M. MORRISON DEFENDANT AT 145 BOWMAN HILL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETTY M. MORRISON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 3 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
VS.  
DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

NOW, May 17, 2006 AT 2:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MYRA J. CALHOUN DEFENDANT AT 145 BOWMAN HILL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MYRA J. CALHOUN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 4 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
VS.  
DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

SHERIFF RETURN

NOW, May 17, 2006 AT 2:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. MORRISON DEFENDANT AT 145 BOWMAN HILL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETTY MORRISON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 5 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
VS.  
DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

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NOW, May 17, 2006 AT 2:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETTY M. MORRISON DEFENDANT AT 145 BOWMAN HILL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETTY M. MORRISON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 6 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

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NOW, May 17, 2006 AT 2:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MYRA J. CALHOUN DEFENDANT AT 145 BOWMAN HILL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MYRA J. CALHOUN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 7 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

---

NOW, May 11, 2006, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. MORRISON.

NOW, May 30, 2006 AT 1:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. MORRISON, DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 8 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

NOW, May 11, 2006, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETTY M. MORRISON.

NOW, May 30, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETTY M. MORRISON, DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICE # 9 OF 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

NOW, May 11, 2006, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MYRA J. CALHOUN.

NOW, May 30, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MYRA J. CALHOUN, DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101518  
NO: 06-738-CD  
SERVICES 9  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SHERIFF RETURN**

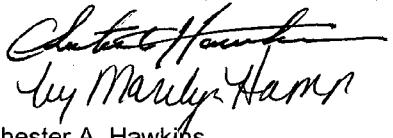
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	253954	90.00
SHERIFF HAWKINS	GOLDBECK	253954	70.00
LAWRENCE CO.	GOLDBECK	253953	82.00

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

Lawrence County Sheriff's Department  
Sheriff Perry L. Quahliero



430 Court Street · New Castle, PA 16101  
724-656-2147 · 724-656-2477 (fax)

AFFIDAVIT OF SERVICE

Commercial Credit Plan Plaintiff

No. 06-738-CD

Consumer Discount Company

VS.

James A. Morrison, et al Defendant

Cindy Hamilton, Deputy Sheriff, served a copy of the Notice/Complaint  
in Mortgage Foreclosure upon defendant James A.  
Morrison on May 30, 2006  
at 1:30 ~~XX~~./P.M. at 810 Junior High St., New Castle, PA  
by handing to James A. Morrison, personally.

Cindy Hamilton Deputy Sheriff  
Cindy Hamilton  
Perry L. Quahliero  
Perry L. Quahliero, Sheriff

Sworn to and subscribed before me this

day of JUN - 2 2006 2006

Sheriff's Cost: \$82.00

Helen I. Morgan  
Prothonotary

HELEN I. MORGAN  
Prothonotary & Clerk of Courts  
New Castle, Lawrence County, PA  
My Commission Expires First Monday of January 2008



CHESTER A. HAWKINS  
SHERIFF

**Sheriff's Office  
Clearfield County**

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

PAGE 101518

TERM & NO. 06-738-CD

COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SERVE BY: 06/09/06**

**MAKE REFUND PAYABLE TO GOLDBECK MCCAFFERTY & MCKEEVER**

**SERVE:** JAMES A. MORRISON

**ADDRESS:** 125 E. EUCLID AVE., NEW CASTLE, PA 16105-2533

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 11, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Lawrence County Sheriff's Department  
Sheriff Perry L. Quahliero



430 Court Street · New Castle, PA 16101  
724-656-2147 · 724-656-2477 (fax)

RETURN NOT FOUND

Commercial Credit Plan Plaintiff

No. 06-738-CD

Consumer Discount Company

VS.

Betty M. Morrison, et al Defendant

Cindy Hamilton, Deputy Sheriff, after making a diligent search and inquiry was unable to find Betty M. Morrison the defendant therein named, after having made inquiry at 125 East Euclid Ave., New Castle, PA the last known residence and whereabouts of the defendant. Attempted service May 22, 2006 at 3:21 P.M., May 24, 2006 at 9:33 A.M. and May 30, 2006 at 1:31 P.M. Reason: Defendant does not reside at the above address. Defendant's current address is 147 Bowman Rd., Clearfield, PA., per the defendant James Morrison.

Cindy Hamilton Deputy Sheriff  
Cindy Hamilton  
Perry L. Quahliero  
Perry L. Quahliero, Sheriff

Sworn and subscribed before me this  
day of JUN - 2 2006 2006

Helen I. Morgan  
Prothonotary

Sheriff's Cost: \$82.00

HELEN I. MORGAN  
Prothonotary & Clerk of Courts  
New Castle, Lawrence County, PA  
My Commission Expires First Monday of January 2008



CHESTER A. HAWKINS  
SHERIFF

Sheriff's Office  
Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
PETER F. SMITH  
SOLICITOR

**DEPUTATION**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 101518

TERM & NO. 06-738-CD  
COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
COMPLAINT IN MORTGAGE FORECLOSURE  
VS.

MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SERVE BY: 06/09/06**

**MAKE REFUND PAYABLE TO GOLDBECK MCCAFFERTY & MCKEEVER**

**SERVE:** BETTY M. MORRISON

**ADDRESS:** 125 E. EUCLID AVE., NEW CASTLE, PA 16105-2533

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 11, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Lawrence County Sheriff's Department  
Sheriff Perry L. Quahliero



430 Court Street • New Castle, PA 16101  
724-656-2147 • 724-656-2477 (fax)

RETURN NOT FOUND

Commercial Credit Plan Plaintiff

No. 06-738-CD

Consumer Discount Company

VS.

Myra J. Calhoun, et al Defendant

Cindy Hamilton, Deputy Sheriff, after making a diligent search and inquiry was unable to find Myra J. Calhoun the defendant therein named, after having made inquiry at 125 East Euclid Ave., New Castle, PA the last known residence and whereabouts of the defendant. Attempted service May 22, 2006 at 3:21 P.M., May 24, 2006 at 9:33 A.M. and May 30, 2006 at 1:31 P.M. Reason: Defendant does not reside at the above address. Defendant's current address is RD# 1, Box 17 Mt. Joy Rd., Clearfield, PA 16830 per the defendant James Morrison

Cindy Hamilton Deputy Sheriff  
Cindy Hamilton

Perry L. Quahliero  
Perry L. Quahliero, Sheriff

Sworn and subscribed before me this

day of ~~June~~ 2, 2006 2006

Sheriff's Cost: \$82.00

Prothonotary

HELEN I. MORGAN  
Prothonotary & Clerk of Courts  
New Castle, Lawrence County, PA  
My Commission Expires First Monday of January 2008



CHESTER A. HAWKINS  
SHERIFF

Sheriff's Office  
Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
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OFFICE (814) 765-2641 EXT. 5986  
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OFFICE MANAGER  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 101518

TERM & NO. 06-738-CD  
COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY  
COMPLAINT IN MORTGAGE FORECLOSURE  
vs.

MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

**SERVE BY: 06/09/06**

**MAKE REFUND PAYABLE TO GOLDBECK MCCAFFERTY & MCKEEVER**

**SERVE:** MYRA J. CALHOUN

**ADDRESS:** 125 E. EUCLID AVE., NEW CASTLE, PA 16105-2533

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 11, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

# 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

COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT  
COMPANY  
14415 South 50th Street  
Suite 100  
Phoenix, AZ 85044

*Plaintiff*

vs.

MYRA J. CALHOUN  
JAMES A. MORRISON  
BETTY M. MORRISON  
**Mortgagors and Real Owners**  
145 Bowman Hill Road  
Clearfield, PA 16830

*Defendants*

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term No. *06-738-CD*

**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

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

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

*MAY 10 2006*

Attest.

*William B. Green*  
Prothonotary/  
Clerk of Courts

## 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 POSSIBLE 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](http://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-0296.

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 COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, 1411 S. 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are MYRA J. CALHOUN, 145 Bowman Hill Road, Clearfield, PA 16830, JAMES A. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830 and BETTY M. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On October 29, 1993 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1566, Page 7. 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 May 03, 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	\$25,530.41
Interest from 04/03/2005	\$3,303.63
through 05/31/2006 at 12.5160%	
Per Diem interest rate at \$7.81	
Reasonable Attorney's Fee	\$2,000.00
Costs of suit and Title Search	\$900.00
Appraisal Fee	\$225.00
	<hr/>
	\$31,959.04

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.

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,959.04, together with interest at the rate of \$7.81, 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, Anna Zisis, 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: 5-9-06



Anna Zisis  
CITIFINANCIAL MORTGAGE CO. INC.

# *Exhibit A*

1284 PAGE 589

# This Deed,

MADE THE 2nd day of JUNE in the year  
of our Lord one thousand nine hundred Eighty-Nine.

BETWEEN CHESTER A. MORRISON and BETTY L. MORRISON, husband and wife, of R. D. 1,  
Box 87, Clearfield, Pa., 16830.

and  
GRANTORS,  
MYRA J. CALHOUN, residing at 17 Mt. Joy, Clearfield, Pa., 16830, and  
JAMES A. MORRISON, residing at 214 Canal Street, Lyons, NY 18849, as Tenants  
in Common.

GRANTEE:  
WITNESSETH, that in consideration of One  
In hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantee or, their heirs, successors and assigns,

ALL those certain pieces or parcels of land, together with all improvements  
thereon, situate in Lawrence Township, Clearfield County, Pa., known as  
Lots Nos. 103 and 104 in the Kerr Addition, each fronting forty (40) feet  
on Owens Street and extending back along an alley about one hundred (100)  
feet to another alley.

BEING the same premises conveyed to the Grantors herein by deed dated  
September 22, 1952 and recorded in Clearfield County Deed Book 424, page 86  
and recorded on the same date.

THIS CONVEYANCE IS FROM PARENTS TO CHILDREN AND IS,  
THEREFORE, EXEMPT FROM REALTY TRANSFER TAX.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: April 6, 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 inmediatamente 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: April 6, 2006

Homeowners Name: **MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON**

Property Address: **145 Bowman Hill Road, Clearfield, PA 16830**

Loan Account No.: **2000510215480**

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.

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**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: **145 Bowman Hill Road, Clearfield, PA 16830** 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 05/03/2005 thru 4/6/2006  
(12 mos. at \$284.15/month) \$3,409.80
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$3,409.80

**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 \$ 3,409.80**, 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 x74446

**Fax Number:** 972-657-1910

**Contact Person:** Patrick M. O'Brien

**Email:** Patrick.m.obrien@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:** Patrick M. O'Brien  
**Phone Number:** 877-675-3656 x74446

**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

**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

COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT  
COMPANY

14415 South 50th Street

Suite 100

Phoenix, AZ 85044

*Plaintiff*

vs.

MYRA J. CALHOUN

JAMES A. MORRISON

BETTY M. MORRISON

**Mortgagors and Real Owners**

145 Bowman Hill Road

Clearfield, PA 16830

*Defendants*

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-738-CD

**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

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

MAY 10 2006

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

Attest.

*William E. Ober*  
Prothonotary/  
Clerk of Courts

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 REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE 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](http://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-0296.

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 COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.
2. The names and addresses of the Defendants are MYRA J. CALHOUN, 145 Bowman Hill Road, Clearfield, PA 16830, JAMES A. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830 and BETTY M. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On October 29, 1993 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1566, Page 7. 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 May 03, 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	\$25,530.41
Interest from 04/03/2005	\$3,303.63
through 05/31/2006 at 12.5160%	
Per Diem interest rate at \$7.81	
Reasonable Attorney's Fee	\$2,000.00
Costs of suit and Title Search	\$900.00
Appraisal Fee	\$225.00
	<hr/>
	\$31,959.04

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.

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,959.04, together with interest at the rate of \$7.81, 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: 

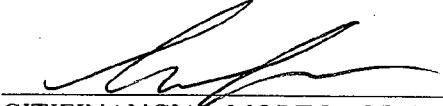
**GOLDBECK McCAFFERTY & McKEEVER**

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

**VERIFICATION**

I, Anna Zisis, 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: 5-9-06



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CITIFINANCIAL MORTGAGE CO. INC.

# *Exhibit A*

# This Deed,

MADE THE 2nd day of JUNE in the year  
of our Lord one thousand nine hundred Eighty-Nine.

BETWEEN CHESTER A. MORRISON and BETTY L. MORRISON, husband and wife, of R. D. 1,  
Box 87, Clearfield, Pa., 16830.

and

MYRA J. CALHOUN, residing at 17 Mt. Joy, Clearfield, Pa., 16830, and  
JAMES A. MORRISON, residing at 214 Canal Street, Lyons, NY 18849, as Tenants  
in Common.

Grantors,

Grantee:

WITNESSETH, that in consideration of One-  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantee or, their heirs, successors and assigns,

ALL those certain pieces or parcels of land, together with all improvements  
thereon, situate in Lawrence Township, Clearfield County, Pa., known as  
Lots Nos. 103 and 104 in the Kerr Addition, each fronting forty (40) feet  
on Owens Street and extending back along an alley about one hundred (100)  
feet to another alley.

BEING the same premises conveyed to the Grantors herein by deed dated  
September 22, 1952 and recorded in Clearfield County Deed Book 424, page 88  
and recorded on the same date.

THIS CONVEYANCE IS FROM PARENTS TO CHILDREN AND IS,  
THEREFORE, EXEMPT FROM REALTY TRANSFER TAX.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: April 6, 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 notificacion obtenga una traduccion inmediatamente llamando 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: April 6, 2006

Homeowners Name: MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON

Property Address: 145 Bowman Hill Road, Clearfield, PA 16830

Loan Account No.: 2000510215480

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

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**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.**

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**(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: **145 Bowman Hill Road, Clearfield, PA 16830** 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 05/03/2005 thru 4/6/2006  
(12 mos. at \$284.15/month) \$3,409.80
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$3,409.80

**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 \$ 3,409.80, 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

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**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 x74446

**Fax Number:** 972-657-1910

**Contact Person:** Patrick M. O'Brien

**Email:** Patrick.m.obrien@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:** Patrick M. O'Brien  
**Phone Number:** 877-675-3656 x74446

**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  
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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

**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

**COPY**

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT  
COMPANY  
14415 South 50th Street  
Suite 100  
Phoenix, AZ 85044

*Plaintiff*

vs.

MYRA J. CALHOUN  
JAMES A. MORRISON  
BETTY M. MORRISON  
**Mortgagors and Real Owners**  
145 Bowman Hill Road  
Clearfield, PA 16830

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-738-CD

**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

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

MAY 10 2006

Attest.

*William B. Oliver*  
Prothonotary/  
Clerk of Courts

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

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 REQUERIRÁ QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE 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](http://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-0296.

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 COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, 14415 South 50th Street, Suite 100 Phoenix, AZ 85044.

2. The names and addresses of the Defendants are MYRA J. CALHOUN, 145 Bowman Hill Road, Clearfield, PA 16830, JAMES A. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830 and BETTY M. MORRISON, 145 Bowman Hill Road, Clearfield, PA 16830, who are the mortgagors and real owners of the mortgaged premises hereinafter described.

3. On October 29, 1993 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to COMMERCIAL CREDIT PLAN CONSUMER DISCOUNT COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1566, Page 7. 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 May 03, 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	\$25,530.41
Interest from 04/03/2005	\$3,303.63
through 05/31/2006 at 12.5160%	
Per Diem interest rate at \$7.81	
Reasonable Attorney's Fee	\$2,000.00
Costs of suit and Title Search	\$900.00
Appraisal Fee	<hr/> \$225.00
	\$31,959.04

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.

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$31,959.04, together with interest at the rate of \$7.81, 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: Joseph A. Goldbeck

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Anna Zisis, 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: 5-9-06



CITIFINANCIAL MORTGAGE CO. INC.

# *Exhibit A*

1284-589

# This Deed,

MADE THE 2nd day of JUNE in the year  
of our Lord one thousand nine hundred Eighty-Nine.

BETWEEN CHESTER A. MORRISON and BETTY L. MORRISON, husband and wife, of R. D. 1,  
Box 87, Clearfield, Pa., 16830,

and  
GRANTORS,  
MYRA J. CALHOUN, residing at 17 Mt. Joy, Clearfield, Pa., 16830, and  
JAMES A. MORRISON, residing at 214 Canal Street, Lyons, NY 18849, as Tenants  
in Common.

GRANTEE:

WITNESSETH, that in consideration of One  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs, successors and assigns,

ALL those certain pieces or parcels of land, together with all improvements  
thereon, situate in Lawrence Township, Clearfield County, Pa., known as  
Lots Nos. 103 and 104 in the Kerr Addition, each fronting forty (40) feet  
on Owens Street and extending back along an alley about one hundred (100)  
feet to another alley.

BEING the same premises conveyed to the Grantors herein by deed dated  
September 22, 1952 and recorded in Clearfield County Deed Book 424, page 86  
and recorded on the same date.

THIS CONVEYANCE IS FROM PARENTS TO CHILDREN AND IS,  
THEREFORE, EXEMPT FROM REALTY TRANSFER TAX.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: April 6, 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 inmediatamente 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: April 6, 2006

Homeowners Name: **MYRA J. CALHOUN, JAMES A. MORRISON and BETTY M. MORRISON**

Property Address: **145 Bowman Hill Road, Clearfield, PA 16830**

Loan Account No.: **2000510215480**

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: **145 Bowman Hill Road, Clearfield, PA 16830** 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 05/03/2005 thru 4/6/2006  
(12 mos. at \$284.15/month) \$3,409.80
- (b) Late charges
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$3,409.80

**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 \$ 3,409.80**, 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 x74446

**Fax Number:** 972-657-1910

**Contact Person:** Patrick M. O'Brien

**Email:** Patrick.m.obrien@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:** Patrick M. O'Brien  
**Phone Number:** 877-675-3656 x74446

**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