



# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL INC.

1111 Northpoint

Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

ROBERT E. SELLERS

RHONDA M. SELLERS

**Mortgagors and Real Owners**

1813 Dorey Street Ext

Clearfield, PA 16830

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

07-55-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

### KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**FILED** Atty. pd. 85.00  
m 12:20 PM  
JAN 11 2007  
(5) 2cc Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

## AVISO

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 CÔMO 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 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 our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy 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-0580.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL INC., 1111 Northpoint, Suite 100 Coppel, TX 75019.
2. The names and addresses of the Defendants are ROBERT E. SELLERS, 1813 Dorey Street Ext, Clearfield, PA 16830 and RHONDA M. SELLERS, 1813 Dorey Street Ext, Clearfield, PA 16830, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 26, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200513716. 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 August 05, 2006 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 .....	\$32,341.31
Interest from 07/05/2006 through 01/31/2007 at 11.9500%.....	\$2,234.48
Per Diem interest rate at \$10.59	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 08/05/2006 to 01/31/2007 .....	\$235.73
Monthly late charge amount at \$39.29	
Costs of suit and Title Search .....	\$900.00
Appraisal Fee .....	\$225.00
	<hr/>
	<b>\$37,936.52</b>

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

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$37,936.52, together with interest at the rate of \$10.59, 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, Martin Corrales, 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: 1-9-07



\_\_\_\_\_  
CENTIFINANCIAL SERVICES INC.

# *Exhibit A*

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF LAWRENCE, CLEARFIELD COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN BOOK 1576 PAGE 167 ID# 123-L08-275-036.1, BEING KNOW AND DESIGNATED AS LOTS 160 AND 161 BLOCK L WEAVERHUST.

BING THE SAME PROPERTY COVNVEYED BY FEE SIMPLE DEED FROM GENEVIEVE M. JONES, SINGLE TO ROBERT E SELLERS AND RHONDA M SELLERS, DATED 12/15/1993 RECORDED ON 12/15/1993 IN BOOK 1576, PAGE 167 IN CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PA.



# *Exhibit B*

REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0506 9013

50012 000025  
RHONDA M SELLERS  
ROBERT SELLERS  
1813 DOREY ST EXT  
CLEARFIELD PA 16830

RE: CitiFinancial Loan#: 38-0268-0205930  
Property Address: 1813 DOREY ST EXT  
CLEARFIELD PA 16830

ACT 91 NOTICE  
DATE OF NOTICE: September 17, 2006

**TAKE ACTION TO SAVE YOUR HOME FROM  
FORECLOSURE**

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 notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.**

Prepared by: CITIFINANCIAL, INC.  
280 COMMONS DRIVE  
DU BOIS PA 15801

# REPRESENTATION OF PRINTED DOCUMENT

Date: September 17, 2006

Homeowners Name: RHONDA M SELLERS  
 ROBERT SELLERS  
 Property Address: 1813 DOREY ST EXT  
 CLEARFIELD PA 16830  
 Loan Account No.: 38-0268-0205930  
 Lender/Service: CITIFINANCIAL, 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

## REPRESENTATION OF PRINTED DOCUMENT

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: **1813 DOREY ST EXT, 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 payments (including late charges) from 07/05/06 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$1234.18

**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 \$1234.18 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and send to

**CITIFINANCIAL, INC., 280 COMMONS DRIVE, DU BOIS PA 15801**

**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

## REPRESENTATION OF PRINTED DOCUMENT

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, INC.

**Address:** 280 COMMONS DRIVE  
DU BOIS PA 15801

**Phone Number:** 814-371-8350

**Contact Person:** BRANCH MANAGER

**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 not 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.

## REPRESENTATION OF PRINTED DOCUMENT

**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.

**If you are represented by an Attorney, please refer this letter to such Attorney and provide us with such Attorney's name, address and telephone number.**

**To the extent your obligations have been discharged, or are subject to an automatic stay of bankruptcy order under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation.**

REPRESENTATION OF PRINTED DOCUMENT

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**

Service # 1 of 2 Services

Sheriff Docket # **102331**

CITIFINANCIAL INC.

Case # 07-55-CD

VS.

ROBERT E. SELLERS and RHONDA M. SELLERS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW April 27, 2007 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO ROBERT E. SELLERS, DEFENDANT. DO NOT SERVE PER ATTORNEY

SERVED BY: /

**FILED**

APR 30 2007



William A. Shaw  
Prothonotary/Clerk of Courts



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **102331**

**CITIFINANCIAL INC.**

Case # **07-55-CD**

vs.

**ROBERT E. SELLERS and RHONDA M. SELLERS**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW April 27, 2007 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO RHONDA M. SELLERS, DEFENDANT. DO NOT SERVE PER ATTORNEY

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102331  
NO: 07-55-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL INC.

vs.

DEFENDANT: ROBERT E. SELLERS and RHONDA M. SELLERS

SHERIFF RETURN

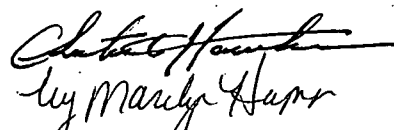
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	281254	20.00
SHERIFF HAWKINS	GOLDBECK	281254	25.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL INC.

1111 Northpoint

Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

ROBERT E. SELLERS

RHONDA M. SELLERS

**Mortgagors and Real Owners**

1813 Dorey Street Ext

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

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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

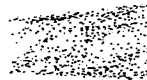
211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**JAN 11 2007**

Attest.



*William A. Shaw*  
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.

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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 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 our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy 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-0580.

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**

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

1. Plaintiff is CITIFINANCIAL INC., 1111 Northpoint, Suite 100, Clearfield, PA 16830.
2. The names and addresses of the Defendants are ROBERT E. SELLERS, 1813 Dorey Street Ext, Clearfield, PA 16830 and RHONDA M. SELLERS, 1813 Dorey Street Ext, Clearfield, PA 16830; who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 26, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200513716. 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 August 05, 2006 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.

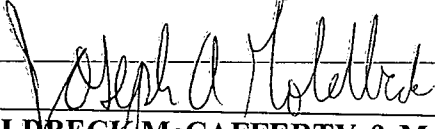
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$32,341.31
Interest from 07/05/2006 through 01/31/2007 at 11.9500%.....	\$2,234.48
Per Diem interest rate at \$10.59	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 08/05/2006 to 01/31/2007 .....	\$235.73
Monthly late charge amount at \$39.29	
Costs of suit and Title Search .....	\$900.00
Appraisal Fee .....	\$225.00
	<u>\$37,936.52</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 \$37,936.52, together with interest at the rate of \$10.59, 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, Martin Corrales, 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: 1-9-07



CITIFINANCIAL SERVICES INC.

*Exhibit A*



~~ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF LAWRENCE, CLEARFIELD~~  
COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN BOOK 1576  
PAGE 167 ID# 123-L08-275-036.1, BEING KNOW AND DESIGNATED AS LOTS 160  
AND 161 BLOCK L WEAVERHUST.

BING THE SAME PROPERTY COVNVEYED BY FEE SIMPLE DEED FROM  
GENEVIEVE M. JONES, SINGLE TO ROBERT E SELLERS AND RHONDA M SELLERS,  
DATED 12/15/1993 RECORDED ON 12/15/1993 IN BOOK 1576, PAGE 167 IN  
CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PA.

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# *Exhibit B*

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REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0506 9013

50012 000025  
RHONDA M SELLERS  
ROBERT SELLERS  
1813 DOREY ST EXT  
CLEARFIELD PA 16830

RE: CitiFinancial Loan#: 38-0268-0205930  
Property Address: 1813 DOREY ST EXT  
CLEARFIELD PA 16830

ACT 91 NOTICE  
DATE OF NOTICE: September 17, 2006

**TAKE ACTION TO SAVE YOUR HOME FROM  
FORECLOSURE**

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 notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.**

Prepared by: CITIFINANCIAL, INC.  
280 COMMONS DRIVE  
DU BOIS PA 15801

## REPRESENTATION OF PRINTED DOCUMENT

Date: September 17, 2006

Homeowners Name: RHONDA M SELLERS  
 ROBERT SELLERS  
 Property Address: 1813 DOREY ST EXT  
 CLEARFIELD PA 16830  
 Loan Account No.: 38-0268-0205930  
 Lender/Service: CITIFINANCIAL, 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

## REPRESENTATION OF PRINTED DOCUMENT

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: 1813 DOREY ST EXT, 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 payments (including late charges) from 07/05/06 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$1234.18

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 \$1234.18 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and send to

CITIFINANCIAL, INC., 280 COMMONS DRIVE, DU BOIS PA 15801

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

**REPRESENTATION OF PRINTED DOCUMENT**

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, INC.

**Address:** 280 COMMONS DRIVE  
DU BOIS PA 15801

**Phone Number:** 814-371-8350

**Contact Person:** BRANCH MANAGER

**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 not 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.

## REPRESENTATION OF PRINTED DOCUMENT

**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.

**If you are represented by an Attorney, please refer this letter to such Attorney and provide us with such Attorney's name, address and telephone number.**

**To the extent your obligations have been discharged, or are subject to an automatic stay of bankruptcy order under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation.**

REPRESENTATION OF PRINTED DOCUMENT

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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

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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

CITIFINANCIAL INC.

1111 Northpoint

Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

ROBERT E. SELLERS

RHONDA M. SELLERS

**Mortgagors and Real Owners**

1813 Dorey Street Ext

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.

07-55-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

**JAN 11 2007**

Attest.

*William L. Brown*  
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.

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Resources available for Homeowners in Foreclosure

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- 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 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 our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy 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-0580.

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

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

1. Plaintiff is CITIFINANCIAL INC., 1111 Northpoint, Suite 100, Clearfield, PA 16830.
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3. On August 26, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200513716. 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.
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Appraisal Fee .....	\$225.00
	<u>\$37,936.52</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 \$37,936.52, together with interest at the rate of \$10.59, 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

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VERIFICATION

I, Martin Corrales, 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: 1-9-07

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CITIFINANCIAL SERVICES INC.

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# *Exhibit A*

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~~ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF LAWRENCE, CLEARFIELD~~  
COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN BOOK 1576  
PAGE 167 ID# 123-L08-275-036.1, BEING KNOWN AND DESIGNATED AS LOTS 160  
AND 161 BLOCK L WEAVERHUST.

BING THE SAME PROPERTY CONVEYED BY FEE SIMPLE DEED FROM  
GENEVIEVE M. JONES, SINGLE TO ROBERT E SELLERS AND RHONDA M SELLERS,  
DATED 12/15/1993 RECORDED ON 12/15/1993 IN BOOK 1576, PAGE 167 IN  
CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PA.

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# *Exhibit B*

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REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0506 9013

50012 000025  
RHONDA M SELLERS  
ROBERT SELLERS  
1813 DOREY ST EXT  
CLEARFIELD PA 16830

RE: CitiFinancial Loan#: 38-0268-0205930  
Property Address: 1813 DOREY ST EXT  
CLEARFIELD PA 16830

ACT 91 NOTICE  
DATE OF NOTICE: September 17, 2006

**TAKE ACTION TO SAVE YOUR HOME FROM  
FORECLOSURE**

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 notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.**

Prepared by: CITIFINANCIAL, INC.  
280 COMMONS DRIVE  
DU BOIS PA 15801

## REPRESENTATION OF PRINTED DOCUMENT

Date: September 17, 2006

Homeowners Name: RHONDA M SELLERS  
 ROBERT SELLERS  
 Property Address: 1813 DOREY ST EXT  
 CLEARFIELD PA 16830  
 Loan Account No.: 38-0268-0205930  
 Lender/Service: CITIFINANCIAL, 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

## REPRESENTATION OF PRINTED DOCUMENT

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: 1813 DOREY ST EXT, 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 payments (including late charges) from 07/05/06 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$1234.18

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 \$1234.18 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and send to

CITIFINANCIAL, INC., 280 COMMONS DRIVE, DU BOIS PA 15801

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

## REPRESENTATION OF PRINTED DOCUMENT

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, INC.

**Address:** 280 COMMONS DRIVE  
DU BOIS PA 15801

**Phone Number:** 814-371-8350

**Contact Person:** BRANCH MANAGER

**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 not 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.

## REPRESENTATION OF PRINTED DOCUMENT

**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.

**If you are represented by an Attorney, please refer this letter to such Attorney and provide us with such Attorney's name, address and telephone number.**

**To the extent your obligations have been discharged, or are subject to an automatic stay of bankruptcy order under Title 11 of the United States Code, this notice is for compliance and informational purposes only and does not constitute a demand for payment or any attempt to collect any such obligation.**

REPRESENTATION OF PRINTED DOCUMENT

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**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

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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