

07-1054-CD  
Citigroup Vs Timothy Gunter

2007-1054-CD  
Citigroup vs Timothy Gunter

Ex  
JUL 03 2007  
11:50 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
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PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

156601

ATTORNEY FOR PLAINTIFF

CITIGROUP GLOBAL  
MARKETS REALTY CORPORATION  
500 ENTERPRISE ROAD  
SUITE 150  
HORSHAM, PA 19044-0969

Plaintiff

v.

TIMOTHY L. GUNTER  
703 OLD ROUTE 322  
F/K/A RR 3 BOX 154  
PHILIPSBURG, PA 16866

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2007-1054-C0

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

## NOTICE

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

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

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

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

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

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

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

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL  
THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

**COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.**

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

1. Plaintiff is

CITIGROUP GLOBAL  
MARKETS REALTY CORPORATION  
500 ENTERPRISE ROAD  
SUITE 150  
HORSHAM, PA 19044-0969

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

TIMOTHY L. GUNTER  
703 OLD ROUTE 322  
F/K/A RR 3 BOX 154  
PHILIPSBURG, PA 16866

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

3. On 05/23/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to LONG BEACH MORTGAGE COMPANY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200210384. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$52,266.43
Interest	\$4,913.55
09/01/2006 through 07/02/2007	
(Per Diem \$16.11)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$207.60
05/23/2002 to 07/02/2007	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$59,387.58
Escrow	
Credit	\$0.00
Deficit	\$148.04
Subtotal	<u>\$148.04</u>
<b>TOTAL</b>	<b>\$59,535.62</b>

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$59,535.62, together with interest from 07/02/2007 at the rate of \$16.11 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:   
/s/Francis S. Hallinan

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

**LEGAL DESCRIPTION**

ALL THAT CERTAIN PARCEL OF LAND IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN INSTRUMENT NO. ALL THAT CERTAIN PARCEL OF LAND IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN INSTRUMENT NO. 200014357 ID# 112-P11-59, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.

BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE DEED FROM BANKERS TRUST COMPANY OF CALIFORNIA TRUSTEE ON BEHALF OF VENDEE MORTGAGE TRUST 1994-3. TO TIMOTHY L. GUNTER, DATED 09/19/2000 RECORDED ON 09/27/2000 IN INSTRUMENT NO. 200014357, IN CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PA.

BEING premises which are more fully described in a deed dated the 1st day of JULY, 2002, and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20001, Page 4357.

**PARCEL NO: 703 OLD ROUTE 322**

**F/K/A RR 3 BOX 154**

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.



---

Francis S. Hallinan, Esquire  
Attorney for Plaintiff

DATE: 07/22/07

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FILED  
MC 4184 NO C  
JUG 16 2007  
(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citigroup Global Markets Realty Corporation :  
500 Enterprise Road, Suite 150 :  
Horsham, PA 19044-0969 :

Court of Common Pleas

Plaintiff :

Clearfield County

vs. :

Civil Division

Timothy L. Gunter :  
703 Old Route 322 :  
F/K/A RR 3 Box 154 :  
Philipsburg, PA 16866 :  
Defendant

No. 2007-1054-CD

**MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE**

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on July 3, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".

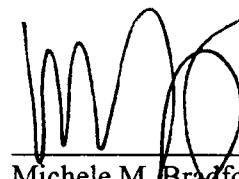
2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendant.

3. On July 26, 2007, the Sheriff's Office verbally advised counsel for Plaintiff that Timothy L. Gunter was personally served with the Complatint on July 12, 2007.

333 (1955). This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the affidavit of service of the Complaint with the Prothonotary within seven days.

8/3/07  
Date



---

Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849      ATTORNEY FOR PLAINTIFF  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Citigroup Global Markets Realty Corporation : Court of Common Pleas  
500 Enterprise Road, Suite 150 :  
Horsham, PA 19044-0969 :  
Plaintiff :  
vs. :  
Timothy L. Gunter :  
703 Old Route 322 :  
F/K/A RR 3 Box 154 :  
Philipsburg, PA 16866 : No. 2007-1054-CD  
Defendant :  
Clearfield County

**BRIEF IN SUPPORT OF MOTION TO DIRECT THE SHERIFF TO FILE  
AFFIDAVIT OF SERVICE**

**I. PROCEDURAL HISTORY**

Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on July 3, 2007. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendant. On July 26, 2007, the Sheriff's Office verbally advised counsel for Plaintiff that Timothy Gunter was personally served on July 12, 2007.

On August 2, 2007, Plaintiff sent the Defendant a ten day letter notifying him of its intention to file a default judgment. To date, the Clearfield County Sheriff's Office has not filed the affidavit of service, which was made on July 12, 2007. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's Office files the affidavit of service of the Complaint with the Prothonotary.

Interest accrues at the rate of \$16.11 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

## II. LEGAL ANALYSIS

Pennsylvania Rule of Civil Procedure 400(a) requires that original process within the Commonwealth be made only by the Sheriff. Pa.R.C.P. 405(a) provides as follows:

When service of the original process has been made, the sheriff or other person making service shall make a return of service forthwith. . . .

The Plaintiff does not have the ability to use a private process server to serve foreclosure complaints in Clearfield County. The Plaintiff must rely on the Sheriff to do so. In addition, the Sheriff has a duty to file his return of service "forthwith". In the instant case, the Sheriff's Office has not complied with that obligation.

Plaintiff is without an adequate remedy at law and will suffer irreparable harm unless the requested relief is granted. This Court has plenary power to administer equity according to well-settled principals of equity jurisprudence in cases under its jurisdiction. Cheval v. City of Philadelphia, 176 A. 779, 116 Pa. Super. 101 (1935). Moreover, it is well settled that Courts will lean to a liberal exercise of the equity power conferred upon them instead of encouraging technical niceties in the modes of procedure and forms of pleading. Gunnet v. Trout, 380 Pa. 504, 112 A.2d

333 (1955). This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the affidavit of service of the Complaint with the Prothonotary within seven days.

8/3/07  
Date



---

Michele M. Bradford, Esquire  
Attorney for Plaintiff

## **EXHIBIT A**

FILED

JUL 03 2007

William A. Shaw  
Prothonotary/Clerk of Court

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
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HORSHAM, PA 19044-0969

Plaintiff

v.

TIMOTHY L. GUNTER  
703 OLD ROUTE 322  
F/K/A RR 3 BOX 154  
PHILIPSBURG, PA 16866

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2007-1054-cv

CLEARFIELD COUNTY

Defendant

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

ATTORNEY FILE COPY  
PLEASE RETURN

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

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TO BE VALID. LIKEWISE, IF REQUESTED WITHIN  
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CREDITOR, IF DIFFERENT FROM ABOVE.**

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

1. Plaintiff is

CITIGROUP GLOBAL  
MARKETS REALTY CORPORATION  
500 ENTERPRISE ROAD  
SUITE 150  
HORSHAM, PA 19044-0969

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

TIMOTHY L. GUNTER  
703 OLD ROUTE 322  
F/K/A RR 3 BOX 154  
PHILIPSBURG, PA 16866

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4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2006 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$52,266.43
Interest	\$4,913.55
09/01/2006 through 07/02/2007	
(Per Diem \$16.11)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$207.60
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<b>TOTAL</b>	<b>\$59,535.62</b>

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$59,535.62, together with interest from 07/02/2007 at the rate of \$16.11 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:   
/s/ Francis S. Hallinan  
LAWRENCE T. PHELAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

### **LEGAL DESCRIPTION**

ALL THAT CERTAIN PARCEL OF LAND IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN INSTRUMENT NO. ALL THAT CERTAIN PARCEL OF LAND IN DECATUR TOWNSHIP, CLEARFIELD COUNTY, COMMONWEALTH OF PA, AS MORE FULLY DESCRIBED IN INSTRUMENT NO. 200014357 ID# 112-P11-59, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.

BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE DEED FROM BANKERS TRUST COMPANY OF CALIFORNIA TRUSTEE ON BEHALF OF VENDEE MORTGAGE TRUST 1994-3, TO TIMOTHY L. GUNTER, DATED 09/19/2000 RECORDED ON 09/27/2000 IN INSTRUMENT NO. 200014357, IN CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PA.

BEING premises which are more fully described in a deed dated the 1st day of JULY, 2002, and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20001, Page 4357.

**PARCEL NO: 703 OLD ROUTE 322**

**F/K/A RR 3 BOX 154**

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.



Francis S. Hallinan, Esquire  
Attorney for Plaintiff

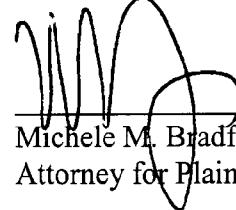
DATE: 07/02/07

**VERIFICATION**

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Motion to Direct Sheriff to file Affidavit of Service and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

8/3/07  
Date

PHELAN HALLINAN & SCHMIEG, LLP



Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Citigroup Global Markets Realty Corporation	:	Court of Common Pleas
500 Enterprise Road, Suite 150	:	
Horsham, PA 19044-0969	:	
Plaintiff	:	Clearfield County
	:	
vs.	:	Civil Division
Timothy L. Gunter	:	
703 Old Route 322	:	
F/K/A RR 3 Box 154	:	
Philipsburg, PA 16866	:	No. 2007-1054-CD
Defendant		

**CERTIFICATE OF SERVICE**

I hereby certify that true and correct copies of Plaintiff's Motion to Direct Sheriff to File  
Affidavit of Service and Brief in Support thereof were served upon the following interested  
parties via first class mail on the date indicated below:

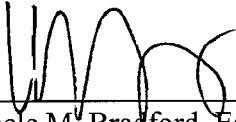
Chester A. Hawkins  
Sheriff of Clearfield County  
230 East Market Street  
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire  
30 S. 2<sup>nd</sup> Street,  
P.O. Box 130  
Clearfield, PA 16830-2347  
(Sheriff's Solicitor)

Timothy L. Gunter  
703 Old Route 322  
F/K/A RR 3 Box 154  
Philipsburg, PA 16866

8/3/07  
Date

PHELAN HALLINAN & SCHMIEG, LLP

  
\_\_\_\_\_  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

101-17  
01033-07 10C  
AUG 07 2007 Atty C

William A. Shaw, 10C Sheriff  
Prothonotary/Clerk of Courts (without memo)

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

Citigroup Global Markets Realty Corporation :  
500 Enterprise Road, Suite 150 :  
Horsham, PA 19044-0969 :  
Plaintiff : Civil Division  
vs. :  
Timothy L. Gunter : No. 2007-1054-CD  
703 Old Route 322 :  
F/K/A RR 3 Box 154 :  
Philipsburg, PA 16866 :  
Defendant

**ORDER**

AND NOW, this 7<sup>th</sup> day of August, 2007, upon consideration of Plaintiff's Motion to Direct Sheriff to File Affidavit of Service, and any response thereto, it is hereby:

ORDERED and DECREED that the Sheriff of Clearfield County is hereby directed to complete and file an Affidavit of Service of the foreclosure Complaint within seven days of the date of this Order.

BY THE COURT:

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

JULY 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

JULY 8 2007

Yes, am responsible for serving all appropriate parties.

The Prothonotary's Office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102970  
NO: 07-1054-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIGROUP GLOBAL MARKETS REALTY CORPORATION  
vs.  
DEFENDANT: TIMOTHY L. GUNTER

**SHERIFF RETURN**

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NOW, July 12, 2007 AT 12:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY L. GUNTER DEFENDANT AT Meeting Place: KYLERTOWN TRUCKSTOP, KYLERTOWN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIMOTHY L. GUNTER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

of 9:30 AM  
AUG 08 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	609399	10.00
SHERIFF HAWKINS	PHELAN	609399	48.07

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marly A. Harris*  
Chester A. Hawkins  
Sheriff

**PHELAN HALLINAN & SCHMIEG, LLP**  
Lawrence T. Phelan, Esquire I.D. No. 32227  
Francis S. Hallinan, Esquire I.D. No. 62695  
Daniel G. Schmieg, Esquire I.D. No. 62205  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

100  
M/F 24/01 Atty  
100  
1 Ces + of  
William A. Shaw Disc to  
Prothonotary/Clerk of Courts Atty  
(LR)

**Citigroup Gobal Markets Realty Corporation**

Plaintiff  
vs.

**Court of Common Pleas  
Clearfield County  
No. 2007-10054-CD  
1054**

**Timothy L. Gunter**

**Defendant(s)**

**PRAECIPE TO WITHDRAW COMPLAINT, WITHOUT PREJUDICE,  
AND DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly withdraw the complaint filed in the instant matter, without prejudice, and mark this case discontinued and ended, upon payment of your costs only.

8/14/07  
Date

*Francis S. Hallinan*  
Lawrence T. Phelan, Esquire  
Francis S. Hallinan, Esquire  
Daniel G. Schmieg, Esquire  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COP

Citigroup Global Markets Realty Corporation

Vs. No. 2007-01054-CD  
Timothy L. Gunter

**CERTIFICATE OF DISCONTINUATION**

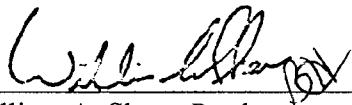
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 17, 2007, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of August A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary