

07-1555-CD

Citimortgage vs Bethann English

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M CITIFINANCIAL  
MORTGAGE CO. INC., F/K/A ASSOCIATES HOME  
EQUITY CONSUMER DISCOUNT COMPANY, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 76078

*Plaintiff*

vs.

BETHANN J. ENGLISH

BRADY L. ENGLISH

**Mortgagors and Real Owners**

338 Glastonburg Street

Hawk Run, PA 16840

*Defendants*

**FILED**

SEP 21 2007

ml1:os (w)

William A. Shaw  
Prothonotary/Clerk of Courts

2 LENT TO SHAW

1 LENT TO ATR

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 07-1555-CD  
No.

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

## NOTICE

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

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

## 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 CÓMO CONSEUIR UN ABOGADO.

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 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 Seth 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 56677FC.

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 CITIMORTGAGE, INC., S/B/M CITIFINANCIAL MORTGAGE CO. INC., F/K/A ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC., 1111 Northpoint Drive, Building 4, Suite 100 Coppell, TX 76078.
2. The names and addresses of the Defendants are BETHANN J. ENGLISH, 338 Glastonburg Street, Hawk Run, PA 16840 and BRADY L. ENGLISH, 338 Glastonburg Street, Hawk Run, PA 16840, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On January 28, 2000 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to ASSOCIATES HOME EQUITY CONSUMER DISCOUNT COMPANY, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200002068. 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 June 01, 2007 and each month thereafter and by the terms of 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 .....	\$54,697.87
Interest from 05/01/2007 through 09/30/2007 at 10.2400%.....	\$2,314.07
Per Diem interest rate at \$15.56	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$2,734.89
Costs of suit and Title Search .....	\$900.00
Escrow Advance .....	\$1,745.08
Corporate Advance .....	\$215.54
Deferred Interest.....	\$2,820.99
	\$65,428.44

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees 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 is entitled to collect Attorney's fees of 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 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.

9. 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 \$65,428.44, together with interest at the rate of \$15.56, 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

9. 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.

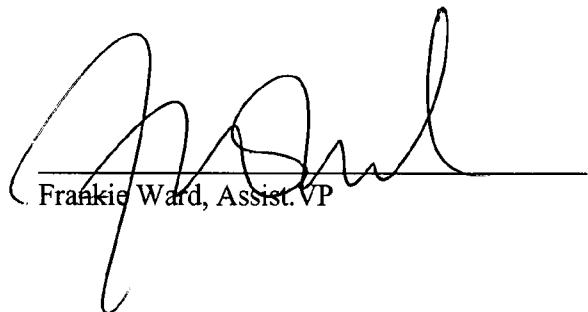
WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$62,674.06, together with interest at the rate of \$15.56, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania 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, Frankie Ward, 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: 9/20/07



A handwritten signature in black ink, appearing to read "Frankie Ward", is written over a horizontal line. Below the signature, the text "Frankie Ward, Assist. VP" is printed in a smaller, sans-serif font.

#2126199 - BETHANN J. ENGLISH and BRADY L. ENGLISH

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*Exhibit A*

ALL that certain lot or piece of ground situate in Warriors Mark Township, Huntingdon County, Pennsylvania, more fully bounded and described as follows:

BEGINNING at an iron pipe set on the Southeast line of Township Road T-528 leading from Spruce Creek to Warriors Mark and lands of Glenn R. Williams; thence by lands of John H. Ferner and Louise L. Ferner, his wife, and George C. Lake, III and Christina S. Lake, his wife, North 69 degrees East 1590 feet to an iron pipe on lands now or formerly of B. N. Lasher; thence by lands now or formerly of B. N. Lasher, South 24 degrees West 441.6 feet to an iron pipe; thence by other lands of John H. Ferner and Louise L. Ferner, his wife, and George C. Lake, III and Christina S. Lake, his wife, South 69 degrees West 1249 feet to an iron pipe on the southeast side of TR-528; thence by the same North 27.5 degrees West 314 feet to an iron pipe, the place of beginning

# *Exhibit B*

# ACT 91 NOTICE

## TAKE ACTION TO SAVE

## YOUR HOME FROM

## FORECLOSURE

Date: August 2, 2007

TO: Brady L. English  
338 Glastonburg Street  
Hawk Run, PA 16840-0105

Bethann English  
338 Glastonburg Street  
Hawk Run, PA 16840-0105

Brady L. English  
PO Box 105  
Hawk Run, PA 16840-0105

Bethann English  
PO Box 105  
Hawk Run, PA 16840-0105

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclosure. 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 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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 an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

#### STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **Brady L. English and Bethann English**  
PROPERTY ADDRESS: **338 Glastonburg Street, Hawk Run, PA 16840-0105**  
LOAN ACCT. NO.: **0002126199**  
ORIGINAL LENDER: **Citifinancial Mortgage Company, Inc.**  
CURRENT LENDER/SERVICER: **Citifinancial Mortgage Company, Inc.**

**HOMEOWNER'S 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 three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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 a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-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: **338 Glastonburg Street, Hawk Run, PA 16840-0105** 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: Start/End: **06/01/07** through **08/01/07** at **\$515.59** for **06/01/07** then **\$515.59** for **07/01/07** then **\$515.59** for **08/01/07**.

Monthly Payments Plus Late Charges Accrued	<b>\$1,546.77</b>
NSF:	<b>\$18.77</b>
Inspections:	<b>\$0.00</b>
BPO:	<b>\$168.00</b>
Speed Pay:	<b>\$28.77</b>
Uncollected Credit Insurance:	<b>\$0.00</b>
Uncollected Late Charges:	<b>\$0.00</b>
Taxes:	<b>\$0.00</b>
Late Fee Income:	<b>\$0.00</b>
<b>Total Amount to Cure Default</b>	<b>\$1,762.31</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): **N/A**

**HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,762.31**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (800) 422-1498. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to Citifinancial Mortgage Company, Inc., 4050 Regent Blvd. MS-N1B-165, Irving, TX 75063 Attention: Department ATM. You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) **N/A**

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. The 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 attorney to start legal action to foreclosure upon your mortgage 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 begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately 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:      **Citifinancial Mortgage Company, Inc.**  
4050 Regent Blvd.  
Irving, TX 75063  
Attn: Department ATM  
MS-N1B-165  
(800) 422-1498

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 or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

#### **YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
  - TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
  - TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU 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.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED**

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from the receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested in writing within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

Phelan Hallinan & Schmieg, LLP  
On Behalf of Citifinancial Mortgage Company, Inc.

By: Francis S. Hallinan, Esquire

PHS:jap

Cc: Citifinancial Mortgage Company, Inc.  
Attn: Department ATM Account No.: 0002126199

Mailed by 1<sup>st</sup> Class Mail and by Certified Mail No: 7007 1490 0002 5478 8899/8905/8912/8929

----- **FOLD HERE** -----

Brady L. English  
338 Glastonburg Street  
Hawk Run, PA 16840-0105

----- **FOLD HERE** -----

----- **FOLD HERE** -----

Bethann English  
338 Glastonburg Street  
Hawk Run, PA 16840-0105

----- **FOLD HERE** -----

----- **FOLD HERE** -----

Brady L. English  
PO Box 105  
Hawk Run, PA 16840-0105

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----- **FOLD HERE** -----

Bethann English  
PO Box 105  
Hawk Run, PA 16840-0105

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**Pennsylvania Housing Finance Agency  
Homeowners' Emergency Mortgage Assistance Program  
County Counseling Agency List**

**January 2005**

**CLEARFIELD**

CCCS of Northeastern PA  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2667

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
888-511-2227

Keystone Economic Development Co  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6656

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
888-511-2227

**CLINTON**

CCCS of Northeastern PA  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
(570) 323-6627

Lycom-Clntr Co Comm fo Comm Act  
2138 Lincoln Street  
P.O. Box 3668  
Williamsport, PA 17703  
(570) 326-0587

**COLUMBIA**

CCCS of Northeastern PA  
1400 Abington Executive Park  
Suite 1  
Clarks Summitt, PA 18411  
570-587-9163

CCCS of Northeastern PA  
Genetti Towers  
77 E Market Street, 7th Floor  
Wilkes-Barre, PA 18702  
570-821-0837

**CRAWFORD**

Booker T. Washington Center  
1720 Holland Street  
Erie, PA 16503  
(814) 453-5744

Greater Erie Community Action Com  
18 West 9TH Street  
Erie, PA 16501  
(814) 459-4581

St. Martin Center  
1701 Parade Street  
Erie, PA 16503  
(814) 452-6113

CCCS of Western PA  
4402 Peach Street  
Erie, PA 16509  
1-888-511-2227 ext 108

JFK Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400

Center for Family Services, Inc.  
213 Center Street  
Meadville, PA 16335  
(814) 337-8450

Shenango Valley Urban League, Inc.  
601 Indiana Avenue  
Farrell, PA 16121  
(724) 981-5310

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103223  
NO: 07-1555-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. s/b/m CITIFINANCIAL MORTGAGE CO. INC.  
VS.  
DEFENDANT: BETHANN J. ENGLISH and BRADY L. ENGLISH

**SHERIFF RETURN**

---

NOW, September 24, 2007 AT 3:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BETHANN J. ENGLISH DEFENDANT AT 338nka 354 GLASTONBURG STREET, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETHANN J. ENGLISH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

**FILED**  
O/11/50cm  
JAN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103223  
NO: 07-1555-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. s/b/m CITIFINANCIAL MORTGAGE CO. INC.  
vs.  
DEFENDANT: BETHANN J. ENGLISH and BRADY L. ENGLISH

**SHERIFF RETURN**

---

NOW, September 24, 2007 AT 3:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
BRADY L. ENGLISH DEFENDANT AT 338 nka 354 GLASONBURG STREET, HAWK RUN, CLEARFIELD COUNTY,  
PENNSYLVANIA, BY HANDING TO BETHANN ENGLISH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103223  
NO: 07-1555-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE INC. s/b/m CITIFINANCIAL MORTGAGE CO. INC.

vs.

DEFENDANT: BETHANN J. ENGLISH and BRADY L. ENGLISH

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	309765	20.00
SHERIFF HAWKINS	GOLDBECK	309765	41.46

Sworn to Before Me This

Day of 2007

So Answers,



Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & MCKEEVER  
ATTORNEY FOR PLAINTIFF**

BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6321

CITIMORTGAGE, INC., S/B/M  
CITIFINANCIAL MORTGAGE CO. INC.,  
F/K/A ASSOCIATES HOME EQUITY  
CONSUMER DISCOUNT COMPANY, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 76078

Plaintiff

vs.

BETHANN J. ENGLISH  
BRADY L. ENGLISH  
338 Glastonburg Street  
Hawk Run, PA 16840

Defendant(s)

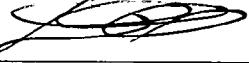
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 2007-1555-CD

**PRAECIPE TO DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

**Michael McKeever Pa. ID 56129**

**Gary McCafferty Pa. ID 42386**

**Lisa Lee Pa. ID 78020**

**Kristina Murtha Pa. ID 61858**

**✓ David Fein Pa. ID 82628**

**Thomas Puleo Pa. ID 27615**

Attorneys for Plaintiff

**FILED**  
S OCT 15 2010 NO CC  
William A. Shaw  
Prothonotary/Clerk of Courts