



2027882

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF  
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

HARVEST CREDIT MANAGEMENT VII,  
LLC as assignee of Chase  
North Tower, Suite 800  
Denver CO 80202

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-1961-CD

KAREN S RILEY

300 SHAFFER AVE

DU BOIS PA 15801-0801

**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 JUDGEMENT 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

FILED  
m19:56  
DEC 03 2007  
Any pd. 85.00  
1CC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant was the holder of a credit card, which at the request of the defendant was issued to the defendant by the plaintiff under the terms of which the plaintiff agreed to extend to defendant the use of plaintiff's credit facilities.

3. Defendant accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff.

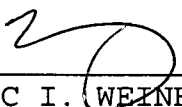
5. All the credits to which the defendant is entitled have been applied and there remains a balance due in the amount of \$4,215.89.

6. Plaintiff has made demand upon the defendant for payment of the balance due of \$4,215.89 but the defendant has failed and refused and still refuses to pay the same or any part thereof.

7. Defendant's last payment on account was made on May 31, 2005.

WHEREFORE, plaintiff claims of the defendant the sum of \$4,215.89 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

BY:   
FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE  
Attorney for Plaintiff

P01A.DB

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



---

FREDERIC I. WEINBERG, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103499  
NO: 07-1961-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: HARVEST CREDIT MANAGEMENT VII, LLC  
vs.  
DEFENDANT: KAREN S. RILEY

SHERIFF RETURN

NOW, January 02, 2008 AT 2:30 PM SERVED THE WITHIN COMPLAINT ON KAREN S. RILEY DEFENDANT AT 309 SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN RELEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	42631	10.00
SHERIFF HAWKINS	GORDON	42631	74.05

FILED  
0/3:05 Lm  
APR 25 2008

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

William A. Shaw  
Prothonotary/Clerk of Courts

  
by Maulya Hamr  
Chester A. Hawkins  
Sheriff

2027882

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
JOEL M. FLINK, ESQUIRE  
Identification No.: 41200  
1001 E. Hector Street, Ste 220  
Conshohocken, PA 19428  
484/351-0500

HARVEST CREDIT MANAGEMENT VII,  
LLC as assignee of Chase

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-1961-CD

KAREN S RILEY

NOTICE

Pursuant to Pa.R.Civ.P. 236 of the Supreme Court of Pennsylvania, you are hereby notified that a judgment has been entered against you in the above proceeding as indicated below.

☒ Judgment by Default \$4,384.94  
☐ Money Judgment \$  
☐ Judgment on Award of Arbitrators\$  
☐ Judgment on Verdict\$

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL  
ATTORNEYS: FREDERIC I. WEINBERG OR JOEL M. FLINK, ESQUIRES AT THIS  
TELEPHONE NUMBER: 484/351-0500

  
\_\_\_\_\_  
PROTHONOTARY

lm

2027882

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
JOEL M. FLINK, ESQUIRE  
Identification No.: 81894  
1001 E. Hector Street, Ste 220  
Conshohocken, PA 19428  
484/351-0500

**FILED** *ad \$20.00 Atty*  
*ice notice to*  
*defct*  
*cc statement*  
*to Atty*  
m/11:35 am  
JUN 13 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

HARVEST CREDIT MANAGEMENT VII,  
LLC as assignee of Chase

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-1961-CD

KAREN S RILEY

PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF AN ANSWER, ASSESSMENT  
OF DAMAGES, VERIFICATION OF ADDRESS AND NON-MILITARY SERVICE

TO THE PROTHONOTARY:

Enter judgment for want of an answer for plaintiff and  
against defendant(s) above named only and assess damages  
certified to be calculable as a sum certain from the complaint,  
as follows:

Principal	\$4,215.89
Costs (Complaint & Service)	\$169.05
<b>Total:</b>	<b>\$4,384.94</b>

Understanding the false statements made herein are subject to  
penalty under 18 Pa.C.S.A. §4904, Unsworn Falsification to  
Authorities, I verify that:

1. The last known addresses of the parties are: HARVEST  
CREDIT MANAGEMENT VII, LLC as assignee of Chase and that the last  
known address of defendant, KAREN S RILEY, 300 SHAFFER AVE, DU BOIS PA  
15801-0801.

2. The annexed notice(s) of intention to file this



praecipe was (were) mailed to all parties, defendant and to their record attorneys, if any, after default occurred, and at least ten days prior to the date of filing of this praecipe.

3. The said defendant(s) is (are) not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Civil Relief Act and is (are) over 18 years of age.

AND NOW, this 13th day of June, 2008 Judgment is entered in favor of the plaintiff(s) and against defendant(s) by default for want of an answer and damages assessed at the sum of , \$4,384.94 as per the above certification

William L. Khan um  
Prothonotary

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE  
Attorney for Plaintiff

2027882

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
JOEL M. FLINK, ESQUIRE  
Identification No.: 41200  
1001 E. Hector Street, Ste 220  
Conshohocken, PA 19428  
484/351-0500

HARVEST CREDIT MANAGEMENT VII, LLC  
as assignee of Chase

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 07-1961-CD

KAREN S RILEY

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :

KAREN S RILEY  
300 SHAFFER AVE  
DU BOIS PA 15801-0801

DATE OF NOTICE/FECHA DEL AVISO: May 1, 2008

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE

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

COPY

Harvest Credit Management VII, LLC  
Chase  
Plaintiff(s)

No.: 2007-01961-CD

Real Debt: \$4,384.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Karen S. Riley  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 13, 2008

Expires: June 13, 2013

Certified from the record this June 13, 2008



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney



**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

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON

ODETTE Y. PELTON


**Mortgagors and Real Owners**

3231 Six Mile Road

Phillipsburg, PA 16866

*Defendants*

**FILED** *Atty pd. 85.00*  
*m 11:27 AM*  
DEC 04 2007 *4CC Sheriff*

William A. Sha   
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

*07-1980-CD*

NOTICE

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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.

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

*Jan. 3, 2008* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service

  
Deputy Prothonotary

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.

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

**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: 814-765-9646 or 800-692-7375.
- 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 54707FC.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES, INC., 1111 Northpoint Drive, Building 4, Suite 100 Coppel, TX 75019.
2. The names and addresses of the Defendants are DAVID W. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866 and ODETTE Y. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On July 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200410910. 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 April 07, 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 .....	\$67,952.08
Interest from 03/07/2007 through 11/30/2007 at 10.4200%.....	\$5,271.56
Per Diem interest rate at \$19.67	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$3,397.60
Late Charges from 04/07/2007 to 11/30/2007 .....	\$497.04
Monthly late charge amount at \$62.13	
Costs of suit and Title Search .....	\$900.00
Insurance.....	\$143.82
	<hr/>
	<b>\$78,162.10</b>

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 teris judgment in mortgage foreclosure in the sum of \$78,162.10, together with interest at the rate of \$19.67, 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.

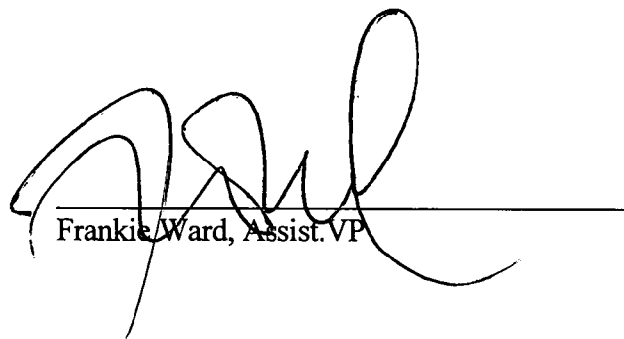
By:   
**GOLDBECK McCAFFERTY & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF



**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: 12/3/07

  
\_\_\_\_\_  
Frankie Ward, Assist. VP

2000510257038 DAVID W. PELTON and ODETTE Y. PELTON

# *Exhibit A*

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INST#200205672, ID#112-P11-171, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.  
BY FEE SIMPLE DEED FROM JEFFREY RICHNER, UNMARRIED AS SET FORTH IN INST # 200205672, DATED 04/02/2002 AND RECORDED 04/12/2002, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA. TOTAL CONSIDERATION IS \$29,000.00.

BEING premises which are more fully described in a deed dated the 25th day of NOVEMBER , 2003 , and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20020 , Volume , Page 5672 .

# *Exhibit B*

REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0508 1190

09466 000009  
ODETTE Y PELTON  
3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

RE: CitiFinancial Loan#: 38-0082-0205138  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

ACT 91 NOTICE  
DATE OF NOTICE: June 10, 2007

**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 SERVICES, INC.  
RD 4 BOX 35 B  
TYRONE PA 16686

## REPRESENTATION OF PRINTED DOCUMENT

Date: June 10, 2007

Homeowners Name: ODETTE Y PELTON  
 Property Address: 3231 SIX MILE ROAD  
 PHILLIPSBURG PA 16866  
 Loan Account No.: 38-0082-0205138  
 Lender/Service: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
 EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

## 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: 3231 SIX MILE ROAD, PHILLIPSBURG PA 16866 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 04/07/07 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$2226.74

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 \$2226.74 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 SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686

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 SERVICES, INC.

**Address:** RD 4 BOX 35 B  
TYRONE PA 16686

**Phone Number:** 814-684-8401

**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**

**CENTRE COUNTY**

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

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-2668  
FAX (814) 238-3669

LYCOMING-CLINTON CO COMM FOR COMMUNITY  
ACTION (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

**ACT 91 NOTICE**  
**DATE OF NOTICE: July 16, 2007**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

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

Date: July 16, 2007

TO: DAVID W. PELTON

Homeowners Name: DAVID W. PELTON and ODETTE Y. PELTON

Property Address: 3231 Six Mile Road, Phillipsburg, PA 16866

Loan Account No.: 2000510257038

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Service: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 3231 Six Mile Road, Phillipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 04/07/2007 thru 7/16/2007  
(4 mos. at \$621.33/month) \$2,485.32
- (b) Late charges from 04/07/2007 thru 7/16/2007 \$62.13
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,547.45

**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 \$2,547.45**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** CITIFINANCIAL MORTGAGE CO., INC.

**Address:** 605 Munn Road  
Fort Mill, SC 29715

**Phone Number:** 800-423-8158

**Contact:** Loss Mitigation Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact:** Loss Mitigation Department

**Phone Number:** 800-423-8158



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

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

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

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

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

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

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

**GOLDBECK McCAFFERTY &  
McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

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CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W. PELTON  
ODETTE Y. PELTON  
3231 Six Mile Road  
Phillipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

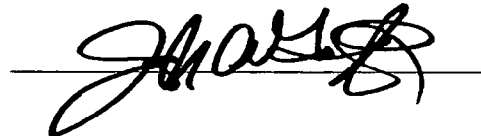
ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 07-~~198~~-CD  
1980

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

**FILED** *Atty pd. 7.00*  
*m 11:17 AM*  
**JAN 03 2008**  
William A. Shaw  
Prothonotary/Clerk of Courts  
*1 Complaint Reinstated to Atty*  
*3 Complaints Reinstated to Sheriff*

(GK)

LA

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON and ODETTE Y. PELTON  
**Mortgagor(s) and Record Owner(s)**

3231 Six Mile Road  
Phillipsburg, PA 16866

*Defendant(s)*

Term, No. 07-1980-CD

**ORDER**

And now, on this 12<sup>th</sup> day of MARCH, 2008, upon consideration of the Motion to Compel Sheriff to Process Return of Service of plaintiff, CITIFINANCIAL SERVICES, INC. ("Plaintiff"), and any response thereto, it is hereby

**ORDERED and DECREED** that the Sheriff of Clearfield County shall (i) file the return of service with the Prothonotary, and (ii) send a copy of the return of service to Plaintiff's counsel within five (5) days of the date of this Order.

BY THE COURT:

*Justice J. Cunningham*  
J.

FILED 1CC  
01/12/49/2011 Atty Fein  
MAR 12 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
1CC Sheriff  
(without  
memo)

DATE: 3/21/08

☒ You are responsible for serving all appropriate parties.

☐ The Probationary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

**MAR 12 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-627-1322

**ATTORNEY FOR PLAINTIFF**

**FILED**

MAR 11 2008

2/12/08/way

William A. Shaw

Prothonotary/Clerk of Courts  
no C/C

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON and ODETTE Y. PELTON

**Mortgagor(s) and Record Owner(s)**

3231 Six Mile Road

Phillipsburg, PA 16866

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Term, No. 07-1980-CD

**MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

Plaintiff, CITIFINANCIAL SERVICES, INC. ("Plaintiff"), by and through its attorneys, Goldbeck McCafferty & McKeever, moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the return of service:

1. On December 04, 2007 Plaintiff filed its Complaint in Mortgage Foreclosure.
2. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon defendants, DAVID W. PELTON and ODETTE Y. PELTON ("Defendants")
3. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.
4. Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added).

5. Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made.

6. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff.

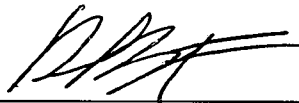
7. The Sheriff is not in compliance with Rule 405.

8. The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

**GOLDBECK McCAFFERTY & McKEEVER**



---

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-627-1322

**ATTORNEY FOR PLAINTIFF**

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON and ODETTE Y. PELTON

**Mortgagor(s) and Record Owner(s)**

3231 Six Mile Road

Phillipsburg, PA 16866

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Term, No. 07-1980-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS  
MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

**I. FACTS**

On December 04, 2007, Plaintiff filed its Complaint in Mortgage Foreclosure. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon Defendants. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.

**II. ARGUMENT**

Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added). Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff. The Sheriff is not in compliance with Rule 405.

### **III. CONCLUSION**

The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit. Plaintiff therefore requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

**GOLDBECK McCAFFERTY & McKEEVER**

A handwritten signature in black ink, appearing to read 'D. Fein', is written above a horizontal line.

---

David Fein, Esquire  
Attorney for Plaintiff



**VERIFICATION**

David Fein, Esquire, hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth within the attached Motion are true and correct to the best of his knowledge, information and belief. The undersigned understands that the foregoing statements are made subject to the penalties of 18 P.S. Section 4904.

**GOLDBECK McCAFFERTY & McKEEVER**

By: \_\_\_\_\_

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-627-1322

**ATTORNEY FOR PLAINTIFF**

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON and ODETTE Y. PELTON

**Mortgagor(s) and Record Owner(s)**

3231 Six Mile Road

Phillipsburg, PA 16866

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

TERM, No. 07-1980-CD

**CERTIFICATE OF SERVICE**

David Fein, Esquire, hereby certifies that on March 10, 2008 he did serve true and correct copies of the within Motion by first class mail, postage pre-paid upon the following:

DAVID W. PELTON  
3231 Six Mile Road  
Phillipsburg, PA 16866

ODETTE Y. PELTON  
3231 Six Mile Road  
Phillipsburg, PA 16866



David Fein, Esquire  
Attorney for Plaintiff

Date: March 10, 2008

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

DOCKET # 103619  
NO: 07-1980-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.

VS.

DEFENDANT: DAVID W. PELTON and ODETTE Y. PELTON

**SHERIFF RETURN**

---

NOW, January 09, 2008 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID W. PELTON DEFENDANT AT 101 COAL ST., UNIT 2, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID PELTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

**FILED**  
0/3:20cm  
**MAR 17 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103619  
NO: 07-1980-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.  
vs.  
DEFENDANT: DAVID W. PELTON and ODETTE Y. PELTON

**SHERIFF RETURN**

---

NOW, January 09, 2008 AT 11:16 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ODETTE Y. PELTON DEFENDANT AT 101 COAL ST., UNIT 2, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID PELTON, HUSBAND 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 # 103619  
NO: 07-1980-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.  
vs.  
DEFENDANT: DAVID W. PELTON and ODETTE Y. PELTON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	320967	20.00
SHERIFF HAWKINS	GOLDBECK	320967	44.20

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY AT LAW

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON

ODETTE Y. PELTON

**Mortgagors and Real Owners**

3231 Six Mile Road

Phillipsburg, PA 16866

*Defendants*

COPY

FILED

DEC 10 2007

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.

07-198-CD

NOTICE

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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.

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

1/3/08 Document  
Reinstated/Returned to Sheriff for service.  
*William A. Shaw*  
Prothonotary

A V I S O

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

**KEYSTONE LEGAL SERVICES**

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

**PENNSYLVANIA BAR ASSOCIATION**

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

**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: 814-765-9646 or 800-692-7375.
- 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 54707FC.

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's CITIFINANCIAL SERVICES, INC., 1111 North ...  
TX 75019.

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

2. The names and addresses of the Defendants are DAVID W. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866 and ODETTE Y. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866, who are the mortgagors and real owners of the mortgaged premises hereinafter described.

3. On July 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200410910. 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 April 07, 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 .....	\$67,952.08
Interest from 03/07/2007 through 11/30/2007 at 10.4200%.....	\$5,271.56
Per Diem interest rate at \$19.67	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$3,397.60
Late Charges from 04/07/2007 to 11/30/2007.....	\$497.04
Monthly late charge amount at \$62.13	
Costs of suit and Title Search .....	\$900.00
Insurance.....	\$143.82
	<u>\$78,162.10</u>


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.

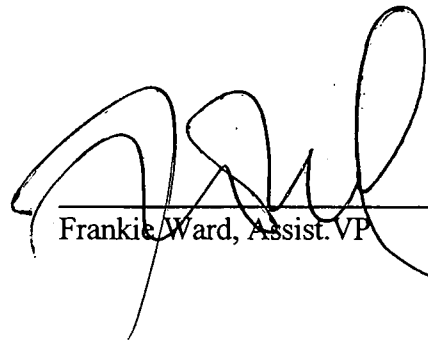
WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$78,162.10, together with interest at the rate of \$19.67, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania 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: 12/3/07

  
\_\_\_\_\_  
Frankie Ward, Assist. VP

2000510257038 DAVID W. PELTON and ODETTE Y. PELTON

# *Exhibit A*

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INST#200205672, ID#112-P11-171, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.  
BY FEE SIMPLE DEED FROM JEFFREY RICHNER, UNMARRIED AS SET FORTH IN INST # 200205672, DATED 04/02/2002 AND RECORDED 04/12/2002, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA. TOTAL CONSIDERATION IS \$29,000.00.

BEING premises which are more fully described in a deed dated the 25th day of NOVEMBER , 2003 , and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20020 , Volume , Page 5672 .

# *Exhibit B*

REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0508 1190

09466 000009  
ODETTE Y PELTON  
3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

RE: CitiFinancial Loan#: 38-0082-0205138  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

ACT 91 NOTICE  
DATE OF NOTICE: June 10, 2007

**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 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 SERVICES, INC.  
RD 4 BOX 35 B  
TYRONE PA 16686

## REPRESENTATION OF PRINTED DOCUMENT

Date: June 10, 2007

Homeowners Name: ODETTE Y PELTON  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866  
Loan Account No.: 38-0082-0205138  
Lender/Service: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

# 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: 3231 SIX MILE ROAD, PHILLIPSBURG PA 16866 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 04/07/07 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$2226.74

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 \$2226.74 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 SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686

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 SERVICES, INC.

**Address:** RD 4 BOX 35 B  
TYRONE PA 16686

**Phone Number:** 814-684-8401

**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**

**CENTRE COUNTY**

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

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-2668  
FAX (814) 238-3669

LYCOMING-CLINTON CO COMM FOR COMMUNITY  
ACTION (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

**ACT 91 NOTICE**  
**DATE OF NOTICE: July 16, 2007**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

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

Date: July 16, 2007

TO: DAVID W. PELTON

Homeowners Name: DAVID W. PELTON and ODETTE Y. PELTON

Property Address: 3231 Six Mile Road, Phillipsburg, PA 16866

Loan Account No.: 2000510257038

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Service: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 3231 Six Mile Road, Phillipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 04/07/2007 thru 7/16/2007  
(4 mos. at \$621.33/month) \$2,485.32
- (b) Late charges from 04/07/2007 thru 7/16/2007 \$62.13
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,547.45

**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 \$2,547.45**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** **You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** CITIFINANCIAL MORTGAGE CO., INC.

**Address:** 605 Munn Road  
Fort Mill, SC 29715

**Phone Number:** 800-423-8158

**Contact:** Loss Mitigation Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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



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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact:** Loss Mitigation Department  
**Phone Number:** 800-423-8158

**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

Date: 12/04/2007 Clearfield County Court of Common Pleas NO. 1921707  
Time: 11:52 AM Receipt Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for Ci \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2007-01980-CD	Plaintiff: Citifinancial Services, Inc. v	Amount
Civil Complaint		85.00
Total:		85.00

Check: 318046

Payment Method: Check  
Amount Tendered:  
Change Returned:  
Clerk: BHUDSON

85.00  
0.00

William A. Shaw, Prothonotary/Clerk of Cou  
By: \_\_\_\_\_  
Deputy Clerk

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

Service # 1 of 4 Services

Sheriff Docket # **103508**

CITIFINANCIAL SERVICES, INC.

Case # 07-1980-CD

vs.

DAVID W. PELTON and ODETTE Y. PELTON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 17, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAVID W. PELTON, DEFENDANT. 3231 SIX MILE ROAD, PHILIPSBURG "APPEARS VACANT".

SERVED BY: /

**FILED**

93:20cm  
**MAR 17 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 4 Services

Sheriff Docket # **103508**

CITIFINANCIAL SERVICES, INC.

Case # 07-1980-CD

vs.

DAVID W. PELTON and ODETTE Y. PELTON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 17, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ODETTE Y. PELTON, DEFENDANT. 3231 SIX MILE ROAD, PHILIPSBURG "APPEARS VACANT".

SERVED BY: /

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

Service # 3 of 4 Services

Sheriff Docket # **103508**

CITIFINANCIAL SERVICES, INC.

Case # 07-1980-CD

vs.

DAVID W. PELTON and ODETTE Y. PELTON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

## SHERIFF RETURNS

NOW March 17, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAVID W. PELTON, DEFENDANT. NO SUCH ADDRESS ACCORDING TO POST OFFICE.

SERVED BY: /

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

Service # 4 of 4 Services

Sheriff Docket # **103508**

CITIFINANCIAL SERVICES, INC.

Case # 07-1980-CD

VS.

DAVID W. PELTON and ODETTE Y. PELTON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW March 17, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ODETTE Y. PELTON, DEFENDANT. NO SUCH ADDRESS ACCORDING TO POST OFFICE.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103508  
NO: 07-1980-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.  
vs.  
DEFENDANT: DAVID W. PELTON and ODETTE Y. PELTON

SHERIFF RETURN



RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	318047	40.00
SHERIFF HAWKINS	GOLDBECK	318047	44.52

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

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) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

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

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON

ODETTE Y. PELTON

**Mortgagors and Real Owners**

3231 Six Mile Road

Phillipsburg, PA 16866

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

07-1980-CD

NOTICE

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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.

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

DEC 04 2007

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts

A V I S O

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

**KEYSTONE LEGAL SERVICES**

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

**PENNSYLVANIA BAR ASSOCIATION**

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

**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: 814-765-9646 or 800-692-7375.

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 54707FC.

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 SERVICES, INC., 1111 Northpoint Drive, Suite 100 Coppel, TX 75019.
2. The names and addresses of the Defendants are DAVID W. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866 and ODETTE Y. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On July 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200410910. 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 April 07, 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 .....	\$67,952.08
Interest from 03/07/2007 through 11/30/2007 at 10.4200%.....	\$5,271.56
Per Diem interest rate at \$19.67	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$3,397.60
Late Charges from 04/07/2007 to 11/30/2007 .....	\$497.04
Monthly late charge amount at \$62.13	
Costs of suit and Title Search .....	\$900.00
Insurance .....	\$143.82
	<hr/>
	<b>\$78,162.10</b>

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.

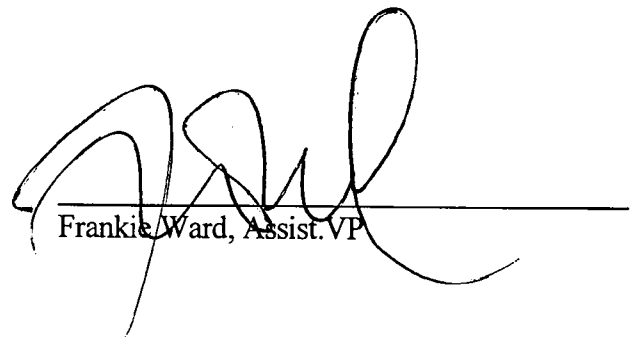
WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$78,162.10, together with interest at the rate of \$19.67, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania 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: 12/3/07

  
\_\_\_\_\_  
Frankie Ward, Assist. VP

2000510257038 DAVID W. PELTON and ODETTE Y. PELTON

# *Exhibit A*

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INST#200205672, ID#112-P11-171, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.

BY FEE SIMPLE DEED FROM JEFFREY RICHNER, UNMARRIED AS SET FORTH IN INST # 200205672, DATED 04/02/2002 AND RECORDED 04/12/2002, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA. TOTAL CONSIDERATION IS \$29,000.00.

BEING premises which are more fully described in a deed dated the 25th day of NOVEMBER, 2003, and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20020, Volume, Page 5672.

# *Exhibit B*



REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0508 1190

09466 000009  
ODETTE Y PELTON  
3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

RE: CitiFinancial Loan#: 38-0082-0205138  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

ACT 91 NOTICE  
DATE OF NOTICE: June 10, 2007

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

Prepared by: CITIFINANCIAL SERVICES, INC.  
RD 4 BOX 35 B  
TYRONE PA 16686

# REPRESENTATION OF PRINTED DOCUMENT

Date: June 10, 2007

Homeowners Name: ODETTE Y PELTON  
 Property Address: 3231 SIX MILE ROAD  
 PHILLIPSBURG PA 16866  
 Loan Account No.: 38-0082-0205138  
 Lender/Service: CITIFINANCIAL SERVICES, INC.

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

## 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: 3231 SIX MILE ROAD, PHILLIPSBURG PA 16866  
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 04/07/07 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$2226.74

**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 \$2226.74 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 SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686**

**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 SERVICES, INC.

**Address:** RD 4 BOX 35 B  
TYRONE PA 16686

**Phone Number:** 814-684-8401

**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**

**CENTRE COUNTY**

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

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-2668  
FAX (814) 238-3669

LYCOMING-CLINTON CO COMM FOR COMMUNITY  
ACTION (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

**ACT 91 NOTICE**  
**DATE OF NOTICE: July 16, 2007**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

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

Date: July 16, 2007

TO: DAVID W. PELTON

Homeowners Name: DAVID W. PELTON and ODETTE Y. PELTON

Property Address: 3231 Six Mile Road, Phillipsburg, PA 16866

Loan Account No.: 2000510257038

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Servicer: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 3231 Six Mile Road, Phillipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 04/07/2007 thru 7/16/2007  
(4 mos. at \$621.33/month) \$2,485.32
- (b) Late charges from 04/07/2007 thru 7/16/2007 \$62.13
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,547.45

**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 \$2,547.45**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** CITIFINANCIAL MORTGAGE CO., INC.

**Address:** 605 Munn Road  
Fort Mill, SC 29715

**Phone Number:** 800-423-8158

**Contact:** Loss Mitigation Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact:** Loss Mitigation Department  
**Phone Number:** 800-423-8158

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

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

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

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

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

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

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

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON

ODETTE Y. PELTON

**Mortgagors and Real Owners**

3231 Six Mile Road

Phillipsburg, PA 16866

*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. **07-1980-CD**

NOTICE

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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.

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

This is a true and correct copy of the original  
statement of the Plaintiff.

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

**DEC 04 2007**

Attest.

*[Signature]*  
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 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.

**KEYSTONE LEGAL SERVICES**

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

**PENNSYLVANIA BAR ASSOCIATION**

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

**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: 814-765-9646 or 800-692-7375.
- 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 54707FC.

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 SERVICES, INC., 1111 North Davidson Building 4, Suite 100 Coppell, TX 75019.
2. The names and addresses of the Defendants are DAVID W. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866 and ODETTE Y. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On July 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200410910. 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 April 07, 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 .....	\$67,952.08
Interest from 03/07/2007 through 11/30/2007 at 10.4200%.....	\$5,271.56
Per Diem interest rate at \$19.67	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$3,397.60
Late Charges from 04/07/2007 to 11/30/2007 .....	\$497.04
Monthly late charge amount at \$62.13	
Costs of suit and Title Search .....	\$900.00
Insurance .....	\$143.82
	<b>\$78,162.10</b>
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.

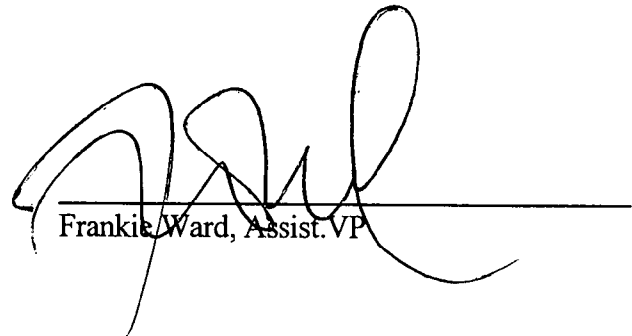
WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$78,162.10, together with interest at the rate of \$19.67, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania 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: 12/3/07

  
\_\_\_\_\_  
Frankie Ward, Assist. VP

2000510257038 DAVID W. PELTON and ODETTE Y. PELTON

# *Exhibit A*

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INST#200205672, ID#112-P11-171, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.

BY FEE SIMPLE DEED FROM JEFFREY RICHNER, UNMARRIED AS SET FORTH IN INST # 200205672, DATED 04/02/2002 AND RECORDED 04/12/2002, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA. TOTAL CONSIDERATION IS \$29,000.00.

BEING premises which are more fully described in a deed dated the 25th day of NOVEMBER, 2003, and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20020, Volume, Page 5672.

# *Exhibit B*

REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0508 1190

09466 000009  
ODETTE Y PELTON  
3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

RE: CitiFinancial Loan#: 38-0082-0205138  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

ACT 91 NOTICE  
DATE OF NOTICE: June 10, 2007

**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 SERVICES, INC.  
RD 4 BOX 35 B  
TYRONE PA 16686

## REPRESENTATION OF PRINTED DOCUMENT

Date: June 10, 2007

Homeowners Name: ODETTE Y PELTON  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866  
Loan Account No.: 38-0082-0205138  
Lender/Service: CITIFINANCIAL SERVICES, INC.

HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

## 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: 3231 SIX MILE ROAD, PHILLIPSBURG PA 16866 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 04/07/07 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$2226.74

**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 \$2226.74 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 SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686**

**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 SERVICES, INC.

**Address:** RD 4 BOX 35 B  
TYRONE PA 16686

**Phone Number:** 814-684-8401

**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**

**CENTRE COUNTY**

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

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-2668  
FAX (814) 238-3669

LYCOMING-CLINTON CO COMM FOR COMMUNITY  
ACTION (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

# ACT 91 NOTICE

## DATE OF NOTICE: July 16, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

Date: July 16, 2007

TO: DAVID W. PELTON

Homeowners Name: DAVID W. PELTON and ODETTE Y. PELTON

Property Address: 3231 Six Mile Road, Phillipsburg, PA 16866

Loan Account No.: 2000510257038

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Servicer: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

---

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 3231 Six Mile Road, Phillipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 04/07/2007 thru 7/16/2007  
(4 mos. at \$621.33/month) \$2,485.32
- (b) Late charges from 04/07/2007 thru 7/16/2007 \$62.13
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,547.45

**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 \$2,547.45**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** CITIFINANCIAL MORTGAGE CO., INC.

**Address:** 605 Munn Road  
Fort Mill, SC 29715

**Phone Number:** 800-423-8158

**Contact:** Loss Mitigation Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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



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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact:** Loss Mitigation Department  
**Phone Number:** 800-423-8158

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

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

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

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

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

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

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

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON

ODETTE Y. PELTON

**Mortgagors and Real Owners**

3231 Six Mile Road

Phillipsburg, PA 16866

*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.

07-1980-CD

## NOTICE

## CIVIL ACTION: MORTGAGE FORECLOSURE

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.

### KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

### PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

DEC 04 2007

Attest.

*William A. R.*  
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.

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

**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: 814-765-9646 or 800-692-7375.

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 54707FC.

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 SERVICES, INC., 1111 Northpoint Drive, Building 1000 Coppel, TX 75019.
2. The names and addresses of the Defendants are DAVID W. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866 and ODETTE Y. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On July 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200410910. 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 April 07, 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 .....	\$67,952.08
Interest from 03/07/2007 through 11/30/2007 at 10.4200%.....	\$5,271.56
Per Diem interest rate at \$19.67	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$3,397.60
Late Charges from 04/07/2007 to 11/30/2007 .....	\$497.04
Monthly late charge amount at \$62.13	
Costs of suit and Title Search .....	\$900.00
Insurance .....	\$143.82
	<b>\$78,162.10</b>
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.

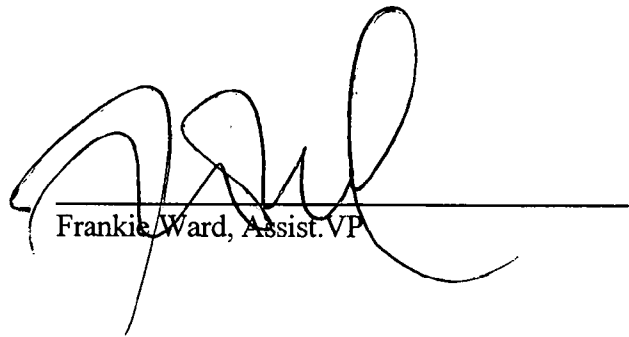
WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$78,162.10, together with interest at the rate of \$19.67, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania 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: 12/3/07

  
\_\_\_\_\_  
Frankie Ward, Assist. VP

2000510257038 DAVID W. PELTON and ODETTE Y. PELTON

# *Exhibit A*



ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INST#200205672, ID#112-P11-171, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.

BY FEE SIMPLE DEED FROM JEFFREY RICHNER, UNMARRIED AS SET FORTH IN INST # 200205672, DATED 04/02/2002 AND RECORDED 04/12/2002, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA. TOTAL CONSIDERATION IS \$29,000.00.

BEING premises which are more fully described in a deed dated the 25th day of NOVEMBER, 2003, and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20020, Volume, Page 5672.

# *Exhibit B*

REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0508 1190

09466 000009  
ODETTE Y PELTON  
3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

RE: CitiFinancial Loan#: 38-0082-0205138  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

ACT 91 NOTICE  
DATE OF NOTICE: June 10, 2007

**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 SERVICES, INC.  
RD 4 BOX 35 B  
TYRONE PA 16686

# REPRESENTATION OF PRINTED DOCUMENT

Date: June 10, 2007

Homeowners Name: ODETTE Y PELTON  
 Property Address: 3231 SIX MILE ROAD  
 PHILLIPSBURG PA 16866  
 Loan Account No.: 38-0082-0205138  
 Lender/Service: CITIFINANCIAL SERVICES, INC.

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

# 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: 3231 SIX MILE ROAD, PHILLIPSBURG PA 16866 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 04/07/07 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$2226.74

**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 \$2226.74 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 SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686

**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 SERVICES, INC.

**Address:** RD 4 BOX 35 B  
TYRONE PA 16686

**Phone Number:** 814-684-8401

**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**

**CENTRE COUNTY**

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

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-2668  
FAX (814) 238-3669

LYCOMING-CLINTON CO COMM FOR COMMUNITY  
ACTION (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197



# ACT 91 NOTICE

## DATE OF NOTICE: July 16, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

Date: July 16, 2007

TO: DAVID W. PELTON

Homeowners Name: DAVID W. PELTON and ODETTE Y. PELTON

Property Address: 3231 Six Mile Road, Phillipsburg, PA 16866

Loan Account No.: 2000510257038

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Service: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 3231 Six Mile Road, Phillipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 04/07/2007 thru 7/16/2007  
(4 mos. at \$621.33/month) \$2,485.32
- (b) Late charges from 04/07/2007 thru 7/16/2007 \$62.13
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,547.45

**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 \$2,547.45**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** CITIFINANCIAL MORTGAGE CO., INC.

**Address:** 605 Munn Road  
Fort Mill, SC 29715

**Phone Number:** 800-423-8158

**Contact:** Loss Mitigation Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact:** Loss Mitigation Department  
**Phone Number:** 800-423-8158

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

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

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

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

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

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

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

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 627-1322  
WWW.GOLDBECKLAW.COM  
ATTORNEY FOR PLAINTIFF

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

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

*Plaintiff*

vs.

DAVID W. PELTON  
ODETTE Y. PELTON  
**Mortgagors and Real Owners**  
3231 Six Mile Road  
Phillipsburg, PA 16866

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 07-1980-CD

## NOTICE

## CIVIL ACTION: MORTGAGE FORECLOSURE

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.

### KEYSTONE LEGAL SERVICES

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

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

### PENNSYLVANIA BAR ASSOCIATION

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

DEC 04 2007

Attest.

*Wendy R. [Signature]*  
Prothonotary  
Clerk of Courts

## A V I S O

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



RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

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

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

**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: 814-765-9646 or 800-692-7375.
- 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 54707FC.

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

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

1. Plaintiff is CITIFINANCIAL SERVICES, INC., 1111 Northpoint Drive, Building 4, Suite 100, Coppell, TX 75019.
2. The names and addresses of the Defendants are DAVID W. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866 and ODETTE Y. PELTON, 18 Lake Avenue, Phillipsburg, PA 16866, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On July 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200410910. 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 April 07, 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 .....	\$67,952.08
Interest from 03/07/2007 through 11/30/2007 at 10.4200%.....	\$5,271.56
Per Diem interest rate at \$19.67	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$3,397.60
Late Charges from 04/07/2007 to 11/30/2007 .....	\$497.04
Monthly late charge amount at \$62.13	
Costs of suit and Title Search .....	\$900.00
Insurance .....	\$143.82
	<hr/>
	<b>\$78,162.10</b>

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.

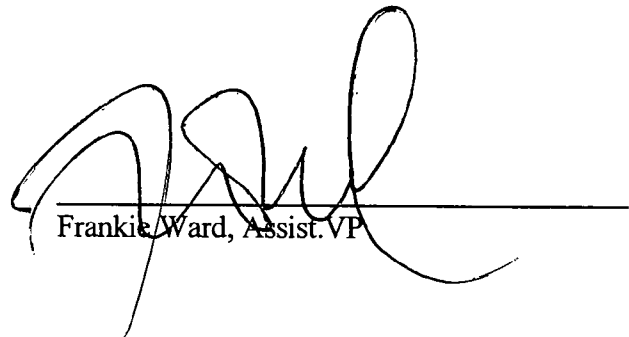
WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$78,162.10, together with interest at the rate of \$19.67, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania 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: 12/3/07

  
\_\_\_\_\_  
Frankie Ward, Assist. VP

2000510257038 DAVID W. PELTON and ODETTE Y. PELTON

# *Exhibit A*

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR, CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN INST#200205672, ID#112-P11-171, BEING KNOWN AND DESIGNATED AS A METES AND BOUNDS PROPERTY.

BY FEE SIMPLE DEED FROM JEFFREY RICHNER, UNMARRIED AS SET FORTH IN INST # 200205672, DATED 04/02/2002 AND RECORDED 04/12/2002, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA. TOTAL CONSIDERATION IS \$29,000.00.

BEING premises which are more fully described in a deed dated the 25th day of NOVEMBER, 2003, and recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in Record Book 20020, Volume, Page 5672.

# *Exhibit B*

REPRESENTATION OF PRINTED DOCUMENT  
7107 8381 6540 0508 1190

09466 000009  
ODETTE Y PELTON  
3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

RE: CitiFinancial Loan#: 38-0082-0205138  
Property Address: 3231 SIX MILE ROAD  
PHILLIPSBURG PA 16866

ACT 91 NOTICE  
DATE OF NOTICE: June 10, 2007

**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 SERVICES, INC.  
RD 4 BOX 35 B  
TYRONE PA 16686



# REPRESENTATION OF PRINTED DOCUMENT

Date: June 10, 2007

Homeowners Name: ODETTE Y PELTON  
 Property Address: 3231 SIX MILE ROAD  
 PHILLIPSBURG PA 16866  
 Loan Account No.: 38-0082-0205138  
 Lender/Service: CITIFINANCIAL SERVICES, INC.

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

## 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: 3231 SIX MILE ROAD, PHILLIPSBURG PA 16866 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 04/07/07 through present.
- (b) Other charges; Escrow, Inspections, NSF Check
- (c) TOTAL AMOUNT OF (a) and (b) REQUIRED AS OF THIS DATE \$2226.74

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 \$2226.74 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 SERVICES, INC., RD 4 BOX 35 B, TYRONE PA 16686

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 SERVICES, INC.

**Address:** RD 4 BOX 35 B  
TYRONE PA 16686

**Phone Number:** 814-684-8401

**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**

**CENTRE COUNTY**

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

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-2668  
FAX (814) 238-3669

LYCOMING-CLINTON CO COMM FOR COMMUNITY  
ACTION (STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (717) 322-2197

# ACT 91 NOTICE

## DATE OF NOTICE: July 16, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

Date: July 16, 2007

TO: DAVID W. PELTON

Homeowners Name: DAVID W. PELTON and ODETTE Y. PELTON

Property Address: 3231 Six Mile Road, Phillipsburg, PA 16866

Loan Account No.: 2000510257038

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Service: CITIFINANCIAL SERVICES, INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 3231 Six Mile Road, Phillipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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



- (a) Monthly payment from 04/07/2007 thru 7/16/2007  
(4 mos. at \$621.33/month) \$2,485.32
- (b) Late charges from 04/07/2007 thru 7/16/2007 \$62.13
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,547.45

**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 \$2,547.45**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** CITIFINANCIAL MORTGAGE CO., INC.

**Address:** 605 Munn Road  
Fort Mill, SC 29715

**Phone Number:** 800-423-8158

**Contact:** Loss Mitigation Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact:** Loss Mitigation Department  
**Phone Number:** 800-423-8158

**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 Clearfield County

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

**FILED**

MAR 20 2008

m/12:15/W

William A Shaw  
Prothonotary/Clerk of Courts

NOTICE TO

FROM

DEPT

COPY TO DEPT

No. 07-1980-CD

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against DAVID W PELTON and ODETTE Y PELTON by default for want of an Answer.

Assess damages as follows:

Debt

\$80,554.65

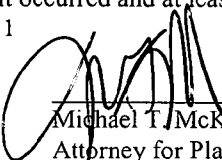
Interest from 03/19/2008 to Date of Sale

Total

(Assessment of Damages attached)

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

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

  
Michael T. McKeever  
Attorney for Plaintiff  
I.D. #56129

AND NOW MARCH 20, 2008, Judgment is entered in favor of CITIFINANCIAL SERVICES, INC. and against DAVID W PELTON and ODETTE Y PELTON by default for want of an Answer and damages assessed in the sum of \$80,554.65 as per the above certification.

  
Prothonotary

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

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

No. 07-1980-CD

vs.

DAVID W PELTON  
ODETTE Y PELTON  
(Mortgagors and Record Owner(s))  
3231 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

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

NOTICE

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

William Shaw  
Prothonotary

By: \_\_\_\_\_

Deputy

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

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

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

DATE OF THIS NOTICE: **January 30, 2008**

TO:

**DAVID W PELTON**  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

*Plaintiff*

vs.

**DAVID W. PELTON**  
**ODETTE Y. PELTON**  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Phillipsburg, PA 16866

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 07-1980-CD

TO:

**DAVID W PELTON**  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

**IMPORTANT NOTICE**

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

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

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

***Joseph A. Goldbeck, Jr***

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr., Esq.

Attorney for Plaintiff

Suite 5000 – 701 Market Street.

Philadelphia, PA 19106 215-825-6318

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

DATE OF THIS NOTICE: **January 30, 2008**

TO:

**ODETTE Y PELTON**  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

*Plaintiff*

vs.

**DAVID W. PELTON**  
**ODETTE Y. PELTON**  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Phillipsburg, PA 16866

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 07-1980-CD

TO:

**ODETTE Y PELTON**  
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Osceola Mills, PA 16666

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***Joseph A. Goldbeck, Jr***

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr., Esq.

Attorney for Plaintiff

Suite 5000 – 701 Market Street.

Philadelphia, PA 19106 215-825-6318



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

DATE OF THIS NOTICE: **January 30, 2008**

TO:

**DAVID W. PELTON**  
3231 Six Mile Road  
Phillipsburg, PA 16866

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

*Plaintiff*

vs.

**DAVID W. PELTON**  
**ODETTE Y. PELTON**  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Phillipsburg, PA 16866

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 07-1980-CD

TO:

**DAVID W. PELTON**  
3231 Six Mile Road  
Phillipsburg, PA 16866

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Clearfield, PA 16830  
814-765-9646

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

***Joseph A. Goldbeck, Jr***

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr., Esq.

Attorney for Plaintiff

Suite 5000 - 701 Market Street.

Philadelphia, PA 19106 215-825-6318

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

DATE OF THIS NOTICE: **January 30, 2008**

TO:

**ODETTE Y. PELTON**  
3231 Six Mile Road  
Phillipsburg, PA 16866

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

*Plaintiff*

vs.

**DAVID W. PELTON**  
**ODETTE Y. PELTON**  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Phillipsburg, PA 16866

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 07-1980-CD

TO: **ODETTE Y. PELTON**  
3231 Six Mile Road  
Phillipsburg, PA 16866

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Clearfield, PA 16830  
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PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

***Joseph A. Goldbeck, Jr***

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr., Esq.

Attorney for Plaintiff

Suite 5000 – 701 Market Street.

Philadelphia, PA 19106 215-825-6318

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, DAVID W PELTON, is about unknown years of age, that Defendant's last known residence is 101 Coal Street Unit 2, Osceola Mills, PA 16666, and is engaged in the unknown business located at unknown address.

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

Date:

3/18/18

A handwritten signature in black ink, appearing to be 'MGM', written over a horizontal line.

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, ODETTE Y PELTON, is about unknown years of age, that Defendant's last known residence is 101 Coal Street Unit 2, Osceola Mills, PA 16666, and is engaged in the unknown business located at unknown address.

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

Date:

3/18/08

A handwritten signature in dark ink, appearing to be 'J. M. Smith', written over a horizontal line.

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
(Mortgagor(s) and Record owner(s))  
3231 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

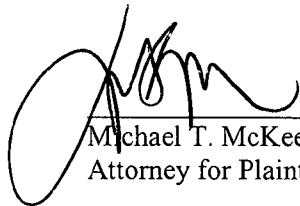
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 07-1980-CD

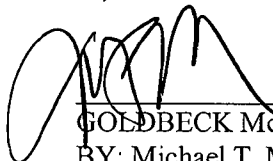
**ORDER FOR JUDGMENT**

Please enter Judgment in favor of CITIFINANCIAL SERVICES, INC., and against DAVID W PELTON and ODETTE Y PELTON for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$80,554.65.



Michael T. McKeever  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is CITIFINANCIAL SERVICES, INC. 1111 Northpoint Drive Building 4, Suite 100 Coppell, TX 75019 and that the name(s) and last known address(es) of the Defendant(s) is/are DAVID W PELTON, 101 Coal Street Unit 2 Osceola Mills, PA 16666 and ODETTE Y PELTON, 101 Coal Street Unit 2 Osceola Mills, PA 16666;



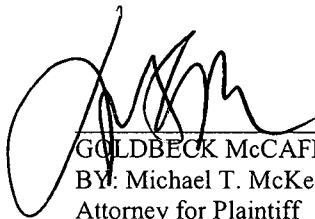
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

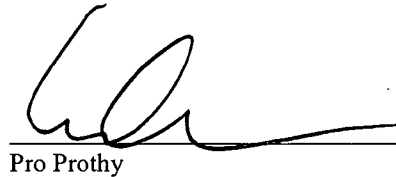
Kindly assess the damages in this case to be as follows:

Principal Balance	\$67,952.08
Interest from 03/07/2007 through 03/18/2008	\$7,415.59
Reasonable Attorney's Fee	\$3,397.60
Late Charges	\$745.56
Costs of Suit and Title Search	\$900.00
Insurance	\$143.82
	<hr/>
	\$80,554.65



\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

AND NOW, this 20 day of MARCH, 2008 damages are assessed as above.



\_\_\_\_\_  
Pro Prothy

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 07-1980-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

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

3231 Six Mile Road  
Philipsburg, PA 16866

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

DAVID W PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

ODETTE Y PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

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

DAVID W PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

ODETTE Y PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

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

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

MARTIN P. RAYMOND  
3245 SIX MILE ROAD  
PHILIPSBURG, PA 16866

SHELLY A. RAYMOND  
3245 SIX MILE ROAD  
PHILIPSBURG, PA 16866

MARTIN P. AND SHELLY A. RAYMOND C/O DAVID C. MASON, ESQUIRE  
409 N. FRONT STREET  
P.O. BOX 28  
PHILIPSBURG, PA 16866

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

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

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

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

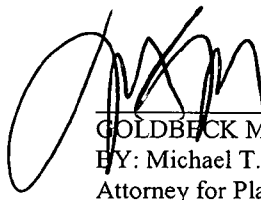
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
3231 Six Mile Road  
Phillipsburg, PA 16866

(attach separate sheet if more space is needed)

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

DATED: March 18, 2008

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff



Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
**Mortgagor(s) and Record Owner(s)**  
3231 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

NO. 07-1980-CD

**CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I, Michael T. McKeever, Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.



Michael T. McKeever  
Attorney for Plaintiff

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

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

**FILED** 

MAR 20 2008  
12:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CEM T-544

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
Mortgagor(s) and Record Owner(s)  
3231 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

4/6 units  
IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 07-1980-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$80,554.65

Interest from

03/19/2008 to Date of  
Sale at 10.4200%

(Costs to be added)

Prothonotary costs 32. —



GOLDBECK McCAFFERTY & McKEEVER

BY: Michael T. McKeever  
Attorney for Plaintiff

Term  
No. 07-1980-CD  
**IN THE COURT OF COMMON PLEAS**  
CITIFINANCIAL SERVICES, INC.

vs.

DAVID W PELTON and  
ODETTE Y PELTON  
(Mortgagor(s) and Record Owner(s))  
3231 Six Mile Road  
Philipsburg, PA 16866

---

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

---

---

Michael T. McKeever  
Attorney for Plaintiff

---

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

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR,  
CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE  
FULLY DESCRIBED IN INST# 200205 672, ID#112-P11-171, BEING KNOWN AND  
DESIGNATED AS A METES AND BOUNDS PROPERTY.

AND ALSO DESCRIBED AS:

ALL that certain lot of piece of ground situate in the TOWNSHIP OF DECATUR,  
County of CLEARFIELD and Commonwealth of Pennsylvania, bounded and described  
of CLERFIELD and described as follows, to-wit:

FIRST PARCEL

BEGINNING at a corer of land of William Selby Sr. and Alice Selby, 140.00 feet from  
the township Road; thence along the line of said Alice Selby lot, a distance of 84 feet to a  
post; thence North 27 degrees west, a distance of 111.8 feet to a post, and line of Robert  
Lloyd; thence along said line South 66 degrees 30 minutes west, a distance of 84 feet to a  
post; thence South 23 degrees 30 minutes East, a distance of 111.8 feet to a post and  
place of beginning.

SECOND PARCEL

BEGINNING at the Eastern corner of lot of William Selby Sr.; thence along and running  
parallel with the six Mile Road to Osceola Mills, distance of 84 feet; thence in a  
Northerly direction 140 feet; thence in an Easterly direction 84 feet: thence in a Southerly  
direction 140 feet to place of beginning.

TAX PARCEL #: 112-P11-000-00171

PROPERTY ADDRESS: 3231 SIX MILE ROAD, PHILIPSBURG, PA 16866

Prothonotary/Clerk of Courts  
William A. Shaw

MAR 20 2008

FILED

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

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

vs.

DAVID W PELTON  
ODETTE Y PELTON  
3231 Six Mile Road  
Philipsburg, PA 16866

In the Court of Common Pleas of  
Clearfield County

No. 07-1980-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield Clearfield

**To the Sheriff of Clearfield Clearfield County, Pennsylvania**

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

PREMISES: 3231 Six Mile Road Philipsburg, PA 16866

See Exhibit "A" attached


AMOUNT DUE \$80,554.65

Interest From **03/19/2008**  
Through Date of Sale

(Costs to be added)

**Prothonotary costs \$ 132. -**

Dated: 3-20-08

  
Prothonotary, Common Pleas Court  
of Clearfield Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 07-1980-CD

IN THE COURT OF COMMON PLEAS  
CITIFINANCIAL SERVICES, INC.

vs.

DAVID W PELTON and  
ODETTE Y PELTON  
Mortgagor(s)  
3231 Six Mile Road Philipsburg, PA 16866

WRIT OF EXECUTION  
(Mortgage Foreclosure)

\$80,554.65

REAL DEBT

INTEREST from

COSTS PAID:

PROTHY

SHERIFF

STATUTORY

COSTS DUE PROTHY

Office of Judicial Support

Judg. Fee

Cr.

Sat.

Michael T. McKeever  
Attorney for Plaintiff

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

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR,  
CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE  
FULLY DESCRIBED IN INST# 200205 672, ID#112-P11-171, BEING KNOWN AND  
DESIGNATED AS A METES AND BOUNDS PROPERTY.

AND ALSO DESCRIBED AS:

ALL that certain lot of piece of ground situate in the TOWNSHIP OF DECATUR,  
County of CLEARFIELD and Commonwealth of Pennsylvania, bounded and described  
of CLERFIELD and described as follows, to-wit:

FIRST PARCEL

BEGINNING at a corer of land of William Selby Sr. and Alice Selby, 140.00 feet from  
the township Road; thence along the line of said Alice Selby lot, a distance of 84 feet to a  
post; thence North 27 degrees west, a distance of 111.8 feet to a post, and line of Robert  
Lloyd; thence along said line South 66 degrees 30 minutes west, a distance of 84 feet to a  
post; thence South 23 degrees 30 minutes East, a distance of 111.8 feet to a post and  
place of beginning.

SECOND PARCEL

BEGINNING at the Eastern corner of lot of William Selby Sr.; thence along and running  
parallel with the six Mile Road to Osceola Mills, distance of 84 feet; thence in a  
Northerly direction 140 feet; thence in an Easterly direction 84 feet: thence in a Southerly  
direction 140 feet to place of beginning.

TAX PARCEL #: 112-P11-000-00171

PROPERTY ADDRESS: 3231 SIX MILE ROAD, PHILIPSBURG, PA 16866

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

FILED

MAY 09 2008  
M/11:40/1  
William A. Shaw  
Prothonotary/Clerk of Courts

54707FC  
CF: 12/04/2007  
SD: 06/06/2008  
\$80,554.65

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
Mortgagor(s) and  
Record Owner(s)

3231 Six Mile Road  
Phillipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 07-1980-CD

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

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ☒ Personal Service by the Sheriff's Office/~~competent adult (copy of return attached)~~. *Per Cindy @ 30 4/8/08.*  
( ) Certified mail by Michael T. McKeever (original green Postal return receipt attached).  
( ) Certified mail by Sheriff's Office.  
( ) Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
( ) Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
( ) Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ( ) Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
( ) Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
( ) Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).  
( ) Published in accordance with court order (copy of publication attached).

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

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

Respectfully submitted,

*Michael T. McKeever*  
BY: Michael T. McKeever  
Attorney for Plaintiff



Name and Address of Sender  
**GOLDBECK  
SUITE 5000  
701 MARKET STREET  
PHILADELPHIA, PA  
19106-1532**

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured
- ☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional copies  
of this bill)

Postmark and  
Date of Receipt

Handi  
Chart

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handi  
Chart

1.

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

2.

MARTIN P. RAYMOND  
3245 SIX MILE ROAD  
PHILIPSBURG, PA 16866

3.

SHELLY A. RAYMOND  
3245 SIX MILE ROAD  
PHILIPSBURG, PA 16866

4.

MARTIN P. AND SHELLY A. RAYMOND & CO  
DAVID C. MASON, ESQUIRE  
409 N. FRONT STREET  
P.O. BOX 28  
PHILIPSBURG, PA 16866

5.

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

6.

TENANTS/OCCUPANTS  
3231 Six Mile Road  
Phillipsburg, PA 16866

7.

8.

Total Number of Pieces  
Listed by Sender

Postmaster, Per (Name of receiving employee)

Postage

Fee

Handi  
Chart

Total Number of Pieces  
Received at Post Office

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

54707FC Clearfield County Sale Date:

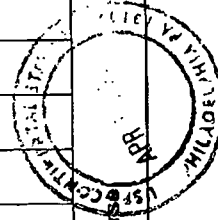
DAVID W PELTON & ODETTE Y PELTON

UNITED STATES POSTAGE



02 1M  
0004241518 APR 10 2008  
MAILED FROM ZIP CODE 19106

RR  
Fee



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-825-6320  
Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

Plaintiff

vs.

DAVID W PELTON  
ODETTE Y PELTON  
**Mortgagor(s) and Record Owner(s)**

3231 Six Mile Road  
Phillipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS  
  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 07-1980-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

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

3231 Six Mile Road  
Phillipsburg, PA 16866

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

DAVID W PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

ODETTE Y PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

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

DAVID W PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

ODETTE Y PELTON  
101 Coal Street Unit 2  
Osceola Mills, PA 16666

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

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

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

MARTIN P. RAYMOND  
3245 SIX MILE ROAD  
PHILIPSBURG, PA 16866

SHELLY A. RAYMOND  
3245 SIX MILE ROAD  
PHILIPSBURG, PA 16866

MARTIN P. AND SHELLY A. RAYMOND C/O DAVID C. MASON, ESQUIRE  
409 N. FRONT STREET  
P.O. BOX 28  
PHILIPSBURG, PA 16866

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

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

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

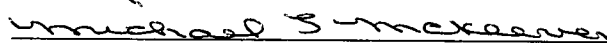
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
3231 Six Mile Road  
Phillipsburg, PA 16866

(attach separate sheet if more space is needed)

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

DATED: May 7, 2008

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20750  
NO: 07-1980-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.  
vs.  
DEFENDANT: DAVID W. PELTON AND ODETTE Y. PELTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/20/2008

LEVY TAKEN 4/8/2008 @ 10:45 AM

POSTED 4/8/2008 @ 10:45 AM

SALE HELD 6/6/2008

SOLD TO CITIFINANCIAL SERVICES, INC.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 7/2/2008

DATE DEED FILED 7/2/2008

PROPERTY ADDRESS 3231 SIX MILE ROAD PHILIPSBURG , PA 16866

FILED

4:11:31 PM  
JUL 02 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

4/8/2008 @ 11:10 AM SERVED DAVID W. PELTON

SERVED DAVID W. PELTON, DEFENDANT, AT HIS RESIDENCE 101 COAL STREET, UNIT 2, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID W. PELTON

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

4/8/2008 @ 11:10 AM SERVED ODETTE Y. PELTON

SERVED ODETTE Y. PELTON, DEFENDANT, AT HER RESIDENCE 101 COAL STREET, UNIT 2, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID PELTON, HUSBAND/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20750  
NO: 07-1980-CD

PLAINTIFF: CITIFINANCIAL SERVICES, INC.  
vs.  
DEFENDANT: DAVID W. PELTON AND ODETTE Y. PELTON

Execution REAL ESTATE

SHERIFF RETURN

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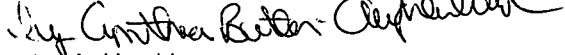
SHERIFF HAWKINS \$237.28

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

CITIFINANCIAL SERVICES, INC.  
1111 Northpoint Drive  
Building 4, Suite 100  
Coppell, TX 75019

vs.

DAVID W PELTON  
ODETTE Y PELTON  
3231 Six Mile Road  
Philipsburg, PA 16866

In the Court of Common Pleas of  
Clearfield County

No. 07-1980-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield Clearfield

To the Sheriff of Clearfield Clearfield County, Pennsylvania

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

PREMISES: 3231 Six Mile Road Philipsburg, PA 16866

See Exhibit "A" attached

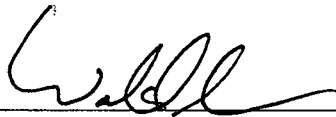
AMOUNT DUE \$80,554.65

Interest From 03/19/2008  
Through Date of Sale

(Costs to be added)

Prothonotary costs \$ 132. —

Dated: 3-20-08

  
Prothonotary, Common Pleas Court  
of Clearfield Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received this writ this 20th day  
of March A.D. 2008  
At 2:00 A.M. (P.M.)

C. Douglas A. Hunkeler  
Sheriff by Cynthia Butler

Term  
No. 07-1980-CD

IN THE COURT OF COMMON PLEAS  
CITIFINANCIAL SERVICES, INC.

vs.

DAVID W PELTON and  
ODETTE Y PELTON  
Mortagor(s)  
3231 Six Mile Road Philipsburg, PA 16866

WRIT OF EXECUTION (Mortgage Foreclosure)	
REAL DEBT	\$80,554.65
INTEREST from	\$
COSTS PAID:	\$
PROTHY	\$
SHERIFF	\$
STATUTORY	\$
COSTS DUE PROTHY	\$

Office of Judicial Support  
Judg. Fee  
Cr.  
Sat.

Michael T. McKeever  
Attorney for Plaintiff

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

ALL THAT CERTAIN PARCEL OF LAND IN TOWNSHIP OF DECATUR,  
CLEARFIELD COUNTY, COMMONWEALTH OF PENNSYLVANIA, AS MORE  
FULLY DESCRIBED IN INST# 200205 672, ID#112-P11-171, BEING KNOWN AND  
DESIGNATED AS A METES AND BOUNDS PROPERTY.

AND ALSO DESCRIBED AS:

ALL that certain lot of piece of ground situate in the TOWNSHIP OF DECATUR,  
County of CLEARFIELD and Commonwealth of Pennsylvania, bounded and described  
of CLERFIELD and described as follows, to-wit:

FIRST PARCEL

BEGINNING at a corer of land of William Selby Sr. and Alice Selby, 140.00 feet from  
the township Road; thence along the line of said Alice Selby lot, a distance of 84 feet to a  
post; thence North 27 degrees west, a distance of 111.8 feet to a post, and line of Robert  
Lloyd; thence along said line South 66 degrees 30 minutes west, a distance of 84 feet to a  
post; thence South 23 degrees 30 minutes East, a distance of 111.8 feet to a post and  
place of beginning.

SECOND PARCEL

BEGINNING at the Eastern corner of lot of William Selby Sr.; thence along and running  
parallel with the six Mile Road to Osceola Mills, distance of 84 feet; thence in a  
Northerly direction 140 feet; thence in an Easterly direction 84 feet: thence in a Southerly  
direction 140 feet to place of beginning.

TAX PARCEL #: 112-P11-000-00171

PROPERTY ADDRESS: 3231 SIX MILE ROAD, PHILIPSBURG, PA 16866



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID W. PELTON

NO. 07-1980-CD

NOW, July 02, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on June 06, 2008, I exposed the within described real estate of David W. Pelton And Odette Y. Pelton to public venue or outcry at which time and place I sold the same to CITIFINANCIAL SERVICES, INC. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00
SERVICE	15.00
MILEAGE	20.20
LEVY	15.00
MILEAGE	16.16
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$237.28</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

DEBT-AMOUNT DUE	80,554.65
INTEREST @ 23.0000 %	1,817.00
FROM 03/19/2008 TO 06/06/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$82,411.65</b>

**COSTS:**

ADVERTISING	394.18
TAXES - COLLECTOR	215.57
TAXES - TAX CLAIM	2,411.98
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	237.28
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$3,690.51</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff