

08-394-CD

Citimortgage Inc. vs Ture Harvey

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 100661

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

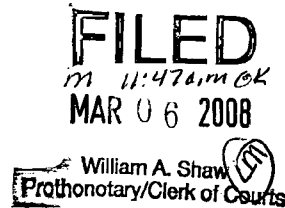
Plaintiff

v.

TURE A. HARVEY  
DONNA M. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**



*ATTY PAID 95.00*  
*2 CL TO SHERIFF*

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-394-CD

CLEARFIELD COUNTY

## NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

TURE A. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

DONNA M. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

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

3. On 06/12/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200209889. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$126,762.82
Interest	\$4,521.66
09/01/2007 through 03/04/2008 (Per Diem \$24.31)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$485.27
06/12/2002 to 03/04/2008	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$133,844.75
Escrow	
Credit	\$0.00
Deficit	\$56.38
Subtotal	<u>\$56.38</u>
<b>TOTAL</b>	<b>\$133,901.13</b>

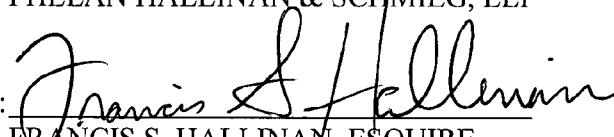
7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$133,901.13, together with interest from 03/04/2008 at the rate of \$24.31 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:



FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
MICHAEL E. CARLETON, ESQUIRE  
Attorneys for Plaintiff



## LEGAL DESCRIPTION

ALL that certain tract or parcel of land situate in Decatur Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4 inch rebar (set) at the Northwest corner of lands of John R. McClure as described in Deed Book 757 at page 503, said rebar being on the Eastern right-of-way line of Pennsylvania State Route SR-0970, said place of beginning, being the Southeast corner of the parcel herein described and running; thence along the Eastern right-of-way line of Pennsylvania State Route SR-0970, North 33 degrees 09 minutes 39 seconds West, a distance of 338.25 feet to a 3/4 inch rebar (set); thence through lands of Clarence E. Albert and Gloria Albert for a new subdivision line (along the southern line of Lot 1), North 66 degrees 58 minutes 07 seconds East, a distance of 805.81 feet to a 3/4 inch rebar (set), said rebar being on the Western line of lands of the Power Land Company, Inc., as described in Deed Book 758 at page 225; thence along the western line of lands of the Power Land Company, Inc., South 04 degrees 12 minutes 00 second West, a distance of 284.10 feet to a 3/4 inch rebar (set), said rebar being the Northeast corner of lands of John R. McClure as described in Deed Book 757 at Page 503; thence along the Northern line of lands of John R. McClure South 59 degrees 32 minutes 20 seconds West, a distance of 621.54 feet to a 3/4 inch rebar (set) and place of beginning.

CONTAINING 4.75 Acres as shown on map prepared by Curry and Associates dated December 8, 1998 and identified therein as Lot 2 which map is intended to be recorded. Bearing based on the Eastern line of lands of Clarence E. Albert and Gloria Albert as shown on map prepared by Bernard Lucas Associates dated May 18, 1976.

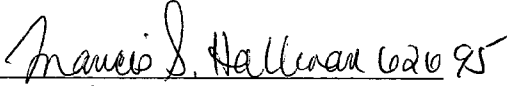
PARCEL NO. N11-000-00029

PROPERTY BEING: 5084 DRANE HIGHWAY

**VERIFICATION**

I hereby states that I am the attorney for the Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

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

  
Francis J. Hallinan 626 95  
Attorney for Plaintiff

DATE: 3-05-08

PLAINTIFF  
CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

AFFIDAVIT OF SERVICE

CLEARFIELD COUNTY

PHS # 100661

08-394-CD

DEFENDANT  
TURE A. HARVEY  
DONNA M. HARVEY

TEAM4/ jcs  
COURT TERM:  
COURT NO.: 2008-394-CD

SERVE TURE A. HARVEY AT:  
9 LEDGES COURT  
LEWISTON, ME 04224

TYPE OF ACTION  
XX Mortgage Foreclosure  
XX Civil Action

SERVED

Served and made known to Donna Harvey, Defendant on the 7 day of April, 2008,  
at 7:10, o'clock P. M., at 9 Ledges Ct Lewiston ME, Commonwealth of  
Pennsylvania, in the manner described below:

☐ Defendant personally served.

☒ Adult family member with whom Defendant(s) reside(s).

Relationship is Spouse - TURE

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ an officer of said Defendant's company.

☐ Other: \_\_\_\_\_

Description: Age 35<sup>1/2</sup> Height 5'10" Weight 160 Race C Sex M Other Short hair

I, Kenn Surffe, a competent adult, being duly sworn according to law, depose and state  
that I personally handed a true and correct copy of the Foreclosure Complaint in the manner as set  
forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 8 day  
of April, 2008.

Notary: Doris R. Paulin By: [Signature]

NOT SERVED

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_ M., Defendant NOT FOUND  
because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

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

Notary: \_\_\_\_\_

ATTORNEY FOR PLAINTIFF  
DANIEL G. SCHMIEG, ESQUIRE  
I.D.#62205  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

FILED NO CC  
APR 11 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE**

**PLAINTIFF**  
**CITIMORTGAGE, INC. S/B/M TO ABN**  
**AMRO MORTGAGE GROUP, INC.**

**CLEARFIELD COUNTY**

**PHS # 100661**

**DEFENDANT**  
**TURE A. HARVEY**  
**DONNA M. HARVEY**

**TEAM4/ jcs**  
**COURT TERM:**  
**COURT NO.: 2008-394-CD**

**SERVE DONNA M. HARVEY AT:**  
**9 LEDGES COURT**  
**LEWISTON, ME 04240**

**TYPE OF ACTION**  
**XX Mortgage Foreclosure**  
**XX Civil Action**

**SERVED**

Served and made known to Ture Harvey, Defendant on the 7 day of APRIL, 2008,  
at 7:10 o'clock P. M., at 9 Ledges Ct Lewiston, Me, Commonwealth of  
Pennsylvania, in the manner described below:

☒ Defendant personally served.

☐ Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_.

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ \_\_\_\_\_ an officer of said Defendant's company.

☐ Other: \_\_\_\_\_

Description: Age 35 Height 5'10" Weight 160 Race C Sex M Other SHORT Red Hair

I, Kevin Sireffe, a competent adult, being duly sworn according to law, depose and state  
that I personally handed a true and correct copy of the Foreclosure Complaint in the manner as set  
forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 8 day  
of April, 2008.

Notary: Dono R Paulin By: [Signature]

**NOT SERVED**

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., Defendant NOT FOUND  
because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_.

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

Notary: \_\_\_\_\_

**ATTORNEY FOR PLAINTIFF**  
**DANIEL G. SCHMIEG, ESQUIRE**  
**I.D.#62205**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

FILED NO CC  
MAY 09 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.

Plaintiff

vs.

TURE A. HARVEY  
DONNA M. HARVEY

Defendant(s)

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-394-CD  
:  
: CLEARFIELD COUNTY  
:  
:  
:

**PRAECIPE TO SUBSTITUTE VERIFICATION**  
**TO CIVIL ACTION COMPLAINT**  
**IN MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

Kindly substitute the attached verification for the verification originally filed with the complaint in the instant matter.

Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By: Francis S. Hallinan  
Francis S. Hallinan, Esquire

Date: 5/7/08

PHS #: 100661

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
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ATTORNEY FOR PLAINTIFF

**CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.**

**Plaintiff**

**vs.**

**TURE A. HARVEY  
DONNA M. HARVEY**

**Defendant(s)**

: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 2008-394-CD**  
:  
: **CLEARFIELD COUNTY**  
:  
:  
:  
:

**CERTIFICATE OF SERVICE**

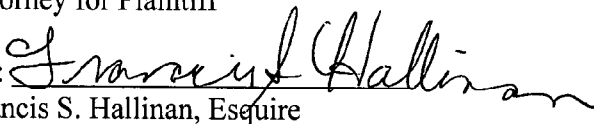
I hereby certify that a true and correct copy of Plaintiff's Praecipe to attach Verification of Complaint was sent via first class mail to the following on the date listed below:

TURE A. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04224

TURE A. HARVEY  
DONNA M. HARVEY  
5084 DRANE HIGHWAY  
WEST DECATUR, PA 16878

DONNA M. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By:   
Francis S. Hallinan, Esquire

Date: 5/7/08

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

Service # 1 of 2 Services

Sheriff Docket # **103848**

CITIMORTGAGE, INC. s/b/m to ABN AMRO MORTGAGE GROUP

Case # 08-394-CD

vs.

TURE A. HARVEY and DONNA M. HARVEY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 25, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TURE A. HARVEY, DEFENDANT. NEW:9 LEDGES CT, LEWISTOWN, ME 04240 PH:207-777-1956.

5084 DRANE HIGHWAY, WEST DECATUR, PA. "OCCUPIED"

SERVED BY: /

**FILED**

0/3:40cm

JUN 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts



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

Service # 2 of 2 Services

Sheriff Docket # **103848**

CITIMORTGAGE, INC. s/b/m to ABN AMRO MORTGAGE GROUP

Case # 08-394-CD

vs.

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5084 DRANE HIGHWAY, WEST DECATUR, PA. "OCCUPIED"

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103848  
NO: 08-394-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC. s/b/m to ABN AMRO MORTGAGE GROUP

vs.

DEFENDANT: TURE A. HARVEY and DONNA M. HARVEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	673672	20.00
SHERIFF HAWKINS	PHELAN	673672	30.11

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
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100661

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

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NO. 2008-394-CD

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CLEARFIELD COUNTY

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DONNA M. HARVEY  
9 LEDGES COURT  
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Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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

MAR. 06 2008

Attest.

File # 100661

*William A. Brown*  
Prothonotary/  
Clerk of Courts

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

## NOTICE

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100 South Street  
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Harrisburg, PA 17108  
800-692-7375

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

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PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),  
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DEFENDANT(S) WITH WRITTEN VERIFICATION  
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TO BE VALID. LIKEWISE, IF REQUESTED WITHIN  
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CREDITOR, IF DIFFERENT FROM ABOVE.**

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THE END OF THE THIRTY (30) DAY PERIOD  
FOLLOWING FIRST CONTACT WITH YOU BEFORE  
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH  
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

TURE A. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

DONNA M. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

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

3. On 06/12/2002 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200209889. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 10/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$126,762.82
Interest	\$4,521.66
09/01/2007 through 03/04/2008 (Per Diem \$24.31)	
Attorney's Fees	\$1,325.00
Cumulative Late Charges	\$485.27
06/12/2002 to 03/04/2008	
Cost of Suit and Title Search	<u>\$750.00</u>
Subtotal	\$133,844.75
Escrow	
Credit	\$0.00
Deficit	\$56.38
Subtotal	<u>\$56.38</u>
<b>TOTAL</b>	<b>\$133,901.13</b>

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

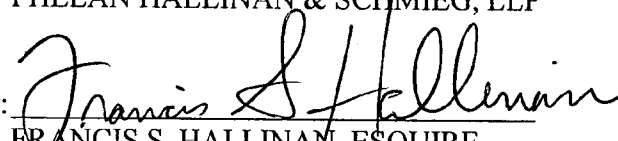


9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$133,901.13, together with interest from 03/04/2008 at the rate of \$24.31 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:



FRANCIS S. HALLINAN, ESQUIRE

DANIEL G. SCHMIEG, ESQUIRE

MICHELE M. BRADFORD, ESQUIRE

SHEETAL R. SHAH-JANI, ESQUIRE

JUDITH T. ROMANO, ESQUIRE

JENINE R. DAVEY, ESQUIRE

MICHAEL E. CARLETON, ESQUIRE

Attorneys for Plaintiff

## LEGAL DESCRIPTION

ALL that certain tract or parcel of land situate in Decatur Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4 inch rebar (set) at the Northwest corner of lands of John R. McClure as described in Deed Book 757 at page 503, said rebar being on the Eastern right-of-way line of Pennsylvania State Route SR-0970, said place of beginning, being the Southeast corner of the parcel herein described and running; thence along the Eastern right-of-way line of Pennsylvania State Route SR-0970, North 33 degrees 09 minutes 39 seconds West, a distance of 338.25 feet to a 3/4 inch rebar (set); thence through lands of Clarence E. Albert and Gloria Albert for a new subdivision line (along the southern line of Lot 1), North 66 degrees 58 minutes 07 seconds East, a distance of 805.81 feet to a 3/4 inch rebar (set), said rebar being on the Western line of lands of the Power Land Company, Inc., as described in Deed Book 758 at page 225; thence along the western line of lands of the Power Land Company, Inc., South 04 degrees 12 minutes 00 second West, a distance of 284.10 feet to a 3/4 inch rebar (set), said rebar being the Northeast corner of lands of John R. McClure as described in Deed Book 757 at Page 503; thence along the Northern line of lands of John R. McClure South 59 degrees 32 minutes 20 seconds West, a distance of 621.54 feet to a 3/4 inch rebar (set) and place of beginning.

CONTAINING 4.75 Acres as shown on map prepared by Curry and Associates dated December 8, 1998 and identified therein as Lot 2 which map is intended to be recorded. Bearing based on the Eastern line of lands of Clarence E. Albert and Gloria Albert as shown on map prepared by Bernard Lucas Associates dated May 18, 1976.

PARCEL NO. N11-000-00029

PROPERTY BEING: 5084 DRANE HIGHWAY

**VERIFICATION**

I hereby states that I am the attorney for the Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

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

Francis S. Hallinan 626 95  
Attorney for Plaintiff

DATE: 3-05-08

PHELAN HALLINAN & SCHMIEG, LLP  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
JENINE R. DAVEY, ESQ., Id. No. 87077  
MICHAEL E. CARLETON, ESQ., Id. No. 203009  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

100661

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008-394-CD

v.

CLEARFIELD COUNTY

TURE A. HARVEY  
DONNA M. HARVEY  
9 LEDGES COURT  
LEWISTON, ME 04240

Defendants

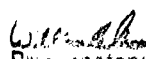
**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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

MAR 06 2008

Attest.

File #: 100661

  
Prothonotary/  
Clerk of Courts

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

## NOTICE

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

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

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

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

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

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

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

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

7

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

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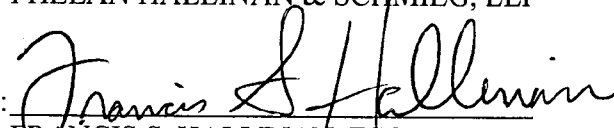
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PARCEL NO. N11-000-00029

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Mauro S. Hallinan 626 95  
Attorney for Plaintiff

DATE: 3-05-08