

08-451-CD
Citimortgage vs T. Wriglesworth

FILED
m 3:42 PM 6K
MAR 13 2008

Any Paid 95.00
4CC TO Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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 173751

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC.
1000 TECHNOLOGY DRIVE
MAIL STATION
O'FALLON, MO 63368-2240

Plaintiff
v.

TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
54 BRYAN LANE
GRAMPIAN, PA 16838

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

NO. 2008-451-CD
CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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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
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
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**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.
1000 TECHNOLOGY DRIVE
MAIL STATION
O'FALLON, MO 63368-2240

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

TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
54 BRYAN LANE
GRAMPIAN, PA 16838

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

3. On 09/18/2006 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS A NOMINEE FOR MERITAGE MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200616032. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 11/01/2007 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	\$126,817.69
Interest	\$4,418.61
10/01/2007 through 03/07/2008	
(Per Diem \$27.79)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$353.68
09/18/2006 to 03/07/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$133,389.98
Escrow	
Credit	\$0.00
Deficit	\$0.00
Subtotal	<u>\$0.00</u>
TOTAL	\$133,389.98

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 mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$133,389.98, together with interest from 03/07/2008 at the rate of \$27.79 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

1.D 69849

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 lot or parcel of ground, including improvements thereon, situate in the Township of Penn, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the South side of Township Road T-463, said iron pin being the Northeast corner of land now or formerly of Barry D. Bryan, and said iron pin being the Northeast corner of the land herein described; thence along the line of said land now or formerly of Barry D. Bryan South one (1) degree forty-eight (48) minutes East one thousand one hundred twenty-two and fourteen one-hundredths (1,122.14) feet to an iron pin; thence along the line of lands now or formerly of William T. Bryan North eighty-seven (87) degrees twenty-two (22) minutes East three hundred seventeen and twenty-four one-hundredths (317.24) feet to an iron pin; thence along the line of land now or formerly of Teddy G. Acton and Karen L. Acton, husband and wife, North twelve (12) degrees thirty-seven (37) minutes East nine hundred thirty-nine and thirty-two one-hundredths (939.32) feet to an iron pin; thence along the South side of Township Road T-463 by a curve to the left the long chord being North forty-nine (49) degrees fifty-eight (58) minutes West one hundred forty-five and eleven one-hundredths (145.11) feet to a point; thence by same North seventy (70) degrees twenty-four (24) minutes West three hundred nine and ninety-seven one-hundredths (309.97) feet to a point; thence by same by a curve to the left, the long chord being North eighty-seven degrees twenty-four (24) minutes West one hundred fifty-four and sixteen one-hundredths (154.16) feet to an iron pin, the place of beginning. Containing 11.06 acres as shown on a plot plan dated April, 1990, prepared by Lawrence P. Opalisky, Surveyor. A copy of said plot plan is recorded in Deeds and Records

Book 1394, Page 503.

BEING the same premises which Autumn A. Bryan, single adult individual, granted and conveyed to Autumn A. McBride and Stephen P. McBride, wife and husband, tenants by entireties under deed recorded on March 9, 2004, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania at Instrument Number 200403499.

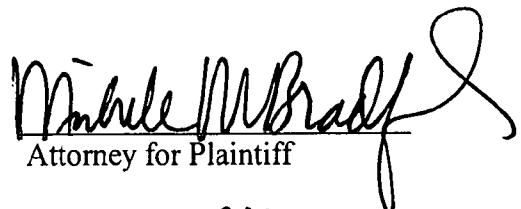
Parcel#: 125-E10-88

PROPERTY BEING: 1199 WALL FARM ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that 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. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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


Michele M. Brady
Attorney for Plaintiff

1.D.69849

DATE: 3/10/08

FILED

MAY 05 2008

5/12/08(c)

William A. Shaw
Prothonotary/Clerk of Courts

No C/c (5/12)

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

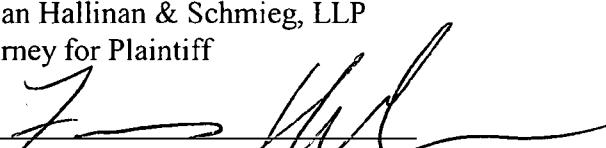
CITIMORTGAGE, INC.	:	COURT OF COMMON PLEAS
	:	
Plaintiff	:	CIVIL DIVISION
	:	
vs.	:	NO. 2008-451-CD
	:	
TIMOTHY WRIGLESWORTH	:	CLEARFIELD COUNTY
LORI WRIGLESWORTH	:	
	:	
Defendant(s)	:	
	:	

PRAECLYPE 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.

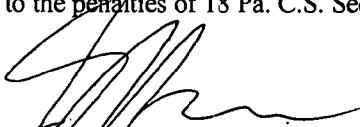
Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By: 
Francis S. Hallinan, Esquire

Date: 5/2/08

VERIFICATION

Assist. V.P. Stanley Anya hereby states that he/she is
of CITIMORTGAGE, INC., servicing agent for Plaintiff in this matter, that he/she is
authorized to take this Verification, and that the statements made in the foregoing Civil Action in
Mortgage Foreclosure are true and correct to the best of his/her 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 falsification to authorities.



Name: Stanley Anya
Title: Assist. V.P.

DATE: March 10, 2008

Company: CITIMORTGAGE, INC.

Loan: 770829172

File #: 173751

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC.

: COURT OF COMMON PLEAS

Plaintiff : CIVIL DIVISION

vs.

: NO. 2008-451-CD

**TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH**

: CLEARFIELD COUNTY

Defendant(s) :

:

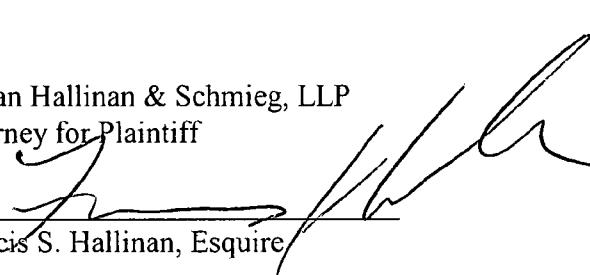
CERTIFICATE OF SERVICE

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

TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
54 BRYAN LANE
GRAMPIAN, PA 16838

TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
1199 WALL FARM ROAD
GRAMPIAN, PA 16838

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By: 
Francis S. Hallinan, Esquire

Date: 5/2/08

VA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

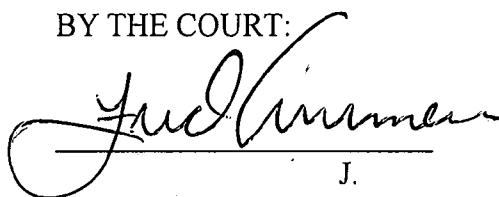
CitiMortgage, Inc.	:	Court of Common Pleas
1000 Technology Drive	:	
Mail Station	:	
O'Fallon, MO 63368-2240	:	
Plaintiff	:	Civil Division
vs.	:	
Timothy Wriglesworth	:	Clearfield County
Lori Wriglesworth	:	
54 Bryan Lane	:	No. 08-0451-CD
Grampian, PA 16838	:	
Defendants	:	

ORDER

AND NOW, this 19 day of May, 2008, upon consideration of Plaintiff's Motion to Direct Sheriff to File Affidavit of Service, and any response thereto, it is hereby:

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

BY THE COURT:


J.

FILED
MAY 19 2008
2:33 PM

2 cc Atty Bradford
1 cc Sheriff
(without memo)
William A. Shaw
Prothonotary/Clerk of Courts

6K

173751

DATE: 5/19/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

MAY 19 2008

William A. Shaw,
Prothonotary/Clerk of Courts

FILED

MAY 16 2008

10:30 AM

William A. Shaw

Prothonotary/Clerk of Courts

no 4c

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

CitiMortgage, Inc. :
1000 Technology Drive Mail Station :
O'Fallon, MO 63368-2240 :
Plaintiff :
:

vs.

Timothy Wriglesworth :
Lori Wriglesworth :
54 Bryan Lane :
Grampian, PA 16838 :
Defendants :

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas
Civil Division
Clearfield County
No. 08-0451-CD

MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on March 13, 2008. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".
2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendants.
3. On April 28, 2008, the Sheriff's office verbally advised counsel for Plaintiff that Timothy Wriglesworth and Lori Wriglesworth were served on April 1, 2008.

4. On April 29, 2008, Plaintiff sent the Defendants a ten day letter notifying them of its intention to file a default judgment.

5. To date, the Clearfield County Sheriff's office has not filed the Affidavit of Service, which was made on April 1, 2008.

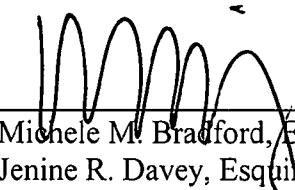
6. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's office files the Affidavit of Service of the Complaint with the Prothonotary. Interest accrues at the rate of \$27.79 per day on this mortgage account.

7. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

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

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

5/15/08
Date



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

EXHIBIT A

COPY
FILED
3:43 p.m.
MAR 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
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173751

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC.
1000 TECHNOLOGY DRIVE
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Plaintiff

v.

TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
54 BRYAN LANE
GRAMPIAN, PA 16838

Defendants

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

NO. 2008-451-CD
CLEARFIELD COUNTY

ATTORNEY FILE COPY
PLEASE RETURN

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

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TIMOTHY WRIGLESWORTH
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54 BRYAN LANE
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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 mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$133,389.98, together with interest from 03/07/2008 at the rate of \$27.79 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 1.D 69849

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 lot or parcel of ground, including improvements thereon, situate in the Township of Penn, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the South side of Township Road T-463, said iron pin being the Northeast corner of land now or formerly of Barry D. Bryan, and said iron pin being the Northeast corner of the land herein described; thence along the line of said land now or formerly of Barry D. Bryan South one (1) degree forty-eight (48) minutes East one thousand one hundred twenty-two and fourteen one-hundredths (1,122.14) feet to an iron pin; thence along the line of lands now or formerly of William T. Bryan North eighty-seven (87) degrees twenty-two (22) minutes East three hundred seventeen and twenty-four one-hundredths (317.24) feet to an iron pin; thence along the line of land now or formerly of Teddy G. Acton and Karen L. Acton, husband and wife, North twelve (12) degrees thirty-seven (37) minutes East nine hundred thirty-nine and thirty-two one-hundredths (939.32) feet to an iron pin; thence along the South side of Township Road T-463 by a curve to the left the long chord being North forty-nine (49) degrees fifty-eight (58) minutes West one hundred forty-five and eleven one-hundredths (145.11) feet to a point; thence by same North seventy (70) degrees twenty-four (24) minutes West three hundred nine and ninety-seven one-hundredths (309.97) feet to a point; thence by same by a curve to the left, the long chord being North eighty-seven degrees twenty-four (24) minutes West one hundred fifty-four and sixteen one-hundredths (154.16) feet to an iron pin, the place of beginning. Containing 11.06 acres as shown on a plot plan dated April, 1990, prepared by Lawrence P. Opalisky, Surveyor. A copy of said plot plan is recorded in Deeds and Records

Book 1394, Page 503.

BEING the same premises which Autumn A. Bryan, single adult individual, granted and conveyed to Autumn A. McBride and Stephen P. McBride, wife and husband, tenants by entireties under deed recorded on March 9, 2004, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania at Instrument Number 200403499.

Parcel#: 125-E10-88

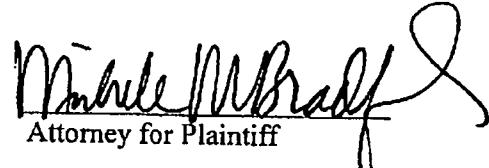
PROPERTY BEING: 1199 WALL FARM ROAD

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that 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.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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



Michele M. Brady
Attorney for Plaintiff

1.D.69849

DATE: 3/10/08

VERIFICATION

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

5/15/08
Date

PHELAN HALLINAN & SCHMIEG, LLP



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

CitiMortgage, Inc. :
1000 Technology DriveMail Station :
O'Fallon, MO 63368-2240 :
Plaintiff :
:

vs. :

Timothy Wriglesworth :
Lori Wriglesworth :
54 Bryan Lane :
Grampian, PA 16838 :
Defendants :

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas
:

Civil Division

Clearfield County
:

No. 08-0451-CD

CERTIFICATE OF SERVICE

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

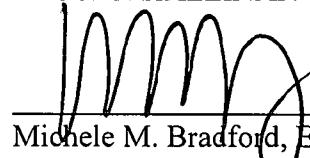
Chester A. Hawkins
Sheriff of Clearfield County
230 East Market Street
Clearfield, PA 16830

Peter F. Smith, Esquire
30 South 2nd Street
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Timothy Wriglesworth
Lori Wriglesworth
54 Bryan Lane
Grampian, PA 16838

5/15/08
Date

PHELAN HALLINAN & SCHMIEG, LLP


Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103889
NO. 08-451-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC.

VS.

DEFENDANT: TIMOTHY WRIGLESWORTH and LORI WRIGLESWORTH

SHERIFF RETURN

NOW, April 01, 2008 AT 6:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY WRIGLESWORTH DEFENDANT AT 54 BRYAN LANE, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIM WRIGLESWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

03:54 PM
MAY 20 2008

WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103889
NO: 08-451-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC.

VS.

DEFENDANT: TIMOTHY WRIGLESWORTH and LORI WRIGLESWORTH

SHERIFF RETURN

NOW, April 01, 2008 AT 6:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LORI WRIGLESWORTH DEFENDANT AT 54 BRYAN LANE, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORI WRIGLESWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103889
NO. 08-451-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC.

vs.

DEFENDANT: TIMOTHY WRIGLESWORTH and LORI WRIGLESWORTH

SHERIFF RETURN

NOW, April 01, 2008 AT 6:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY WRIGLESWORTH DEFENDANT AT 54 BRYAN LANE, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIM WRIGLESWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

1199 WALL FARM ROAD, GRAMPIAN "OCCUPIED"

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103889
NO. 08-451-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC.

VS.

DEFENDANT: TIMOTHY WRIGLESWORTH and LORI WRIGLESWORTH

SHERIFF RETURN

NOW, April 01, 2008 AT 6:33 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LORI WRIGLESWORTH DEFENDANT AT 54 BRYAN LANE, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORI WRIGLESWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

1199 WALL FARM ROAD, GRAMPIAN "OCCUPIED"

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103889
NO: 08-451-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC.

VS.

DEFENDANT: TIMOTHY WRIGLESWORTH and LORI WRIGLESWORTH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	676078	40.00
SHERIFF HAWKINS	PHELAN	676078	60.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

FILED

JUN 02 2008

60
M/11:55/6

William A. Shaw
Prothonotary/Clerk of Courts

1 CLENT TO ATTY

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

CitiMortgage, Inc. : Court of Common Pleas
1000 Technology DriveMail Station :
O'Fallon, MO 63368-2240 :
Plaintiff :
:

vs.

Timothy Wriglesworth :
Lori Wriglesworth :
54 Bryan Lane : No. 08-0451-CD
Grampian, PA 16838 :
Defendant(s) :
:

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

CERTIFICATE OF SERVICE

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

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

Peter F. Smith, Esquire
30 South 2nd Street
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

Timothy Wriglesworth
Lori Wriglesworth
54 Bryan Lane
Grampian, PA 16838

5/28/08

Date

PHELAN HALLINAN & SCHMIEG, LLP



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

FILED
M 11:32 a.m. GK
JUN 24 2008

1cc & NOTICE TO
Def's.
Statement to Atty

William A. Shaw
Prothonotary/Clerk of Courts

62

**CITIMORTGAGE, INC.
1000 TECHNOLOGY DRIVE, MAIL
STATION
O'FALLON, MO 63368**

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Plaintiff,

• CIVIL DIVISION

Y.

**TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
1199 WALL FARM ROAD
GRAMPIAN, PA 16838**

NO. 2008-451 CD

Defendant(s).

2

**PRAECLP FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE OFFICE OF THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against **TIMOTHY WRIGLESWORTH** and **LORI WRIGLESWORTH**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$ 133,389.98
Interest - 3/8/08 TO 6/23/08	\$3,001.32
TOTAL	\$ 136,391.30

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached. 

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 6-24-08

PRO PROTHY

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 322227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

CITIMORTGAGE, INC.

Plaintiff

Vs.

TIMOTHY WRIGLESWORTH

LORI WRIGLESWORTH

Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 2008-451 CD

TO: **TIMOTHY WRIGLESWORTH**
54 BRYAN LANE
GRAMPIAN, PA 16838

DATE OF NOTICE: APRIL 29, 2008

FILE COPY

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

IMPORTANT NOTICE

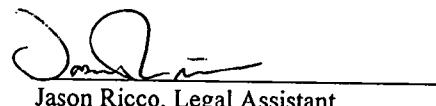
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375



Jason Ricco, Legal Assistant

PHELAN HALLINAN AND SCHMIEG
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

CITIMORTGAGE, INC.

Plaintiff

Vs.

TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
Defendants

ATTORNEY FOR PLAINTIFF

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 2008-451 CD

TO: **LORI WRIGLESWORTH**
54 BRYAN LANE
GRAMPIAN, PA 16838

DATE OF NOTICE: APRIL 29, 2008

FILE COPY

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

IMPORTANT NOTICE

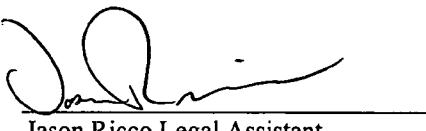
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375



Jason Ricco, Legal Assistant

PHELAN HALLINAN & SCHMIEG

By: DANIEL G. SCHMIEG

Identification No. 62205

Suite 1400

**One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000**

ATTORNEY FOR PLAINTIFF

**CITIMORTGAGE, INC.
1000 TECHNOLOGY DRIVE, MAIL
STATION
O'FALLON, MO 63368**

• • • • •

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

Plaintiff,

CIVIL DIVISION

v.

NO. 2008-451 CD

**TIMOTHY WRIGLESWORTH
LORI WRIGLESWORTH
1199 WALL FARM ROAD
GRAMPIAN, PA 16838**

2

Defendant(s).

VERIFICATION OF NON-MILITARY SERVICE

DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are 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 Act of Congress of 1940, as amended.

(b) that defendant **TIMOTHY WRIGLESWORTH** is over 18 years of age and resides at **1199 WALL FARM ROAD, GRAMPIAN, PA 16838**.

(c) that defendant **LORI WRIGLESWORTH** is over 18 years of age, and resides at **1199 WALL FARM ROAD, GRAMPIAN, PA 16838**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Daniel G. Schmieg, Esquire

(Rule of Civil Procedure No. 236 - Revised

IN THE COURT OF COMMON PLEAS
CLEARFIELD PENNSYLVANIA

CITIMORTGAGE, INC. :
1000 TECHNOLOGY DRIVE, MAIL :
STATION :
O'FALLON, MO 63368 :
Plaintiff,

v.

TIMOTHY WRIGLESWORTH :
LORI WRIGLESWORTH :
1199 WALL FARM ROAD :
GRAMPIAN, PA 16838 :
Defendant(s).

:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2008-451 CD
:
:
:
:
:

Notice is given that a Judgment in the above captioned matter has been entered against you
on June 24, 2008

BY William L. Shan DEPUTY
Proth.

If you have any questions concerning this matter, please contact:

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

This firm is a debt collector attempting to collect a debt. Any information we obtain will be used for that purpose. If you have previously received a discharge in bankruptcy, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

COPY

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

Citimortgage, Inc.
Plaintiff(s)

No.: 2008-00451-CD

Real Debt: \$136,391.30

COPY

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timothy Wriglesworth
Lori Wriglesworth
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: June 24, 2008

Expires: June 24, 2013

Certified from the record this June 16, 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