

08-487-CD

Travelers Bank vs Bryan Williams

GOLDBECK McCAFFERTY & MCKEEVER

BY: MICHAEL T. MCKEEVER

ATTORNEY I.D. #56129

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(866) 413-2311

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

TRAVELERS BANK & TRUST, FSB

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 76078

Plaintiff

vs.

BRYAN G. WILLIAMS

Mortgagor and Real Owner

RD 1 Box 635, a/k/a 657 Center Hill Road

Morrisdale, PA 16858

Defendant

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No.

08-487-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

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

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

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

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

FILED 1CC Sheriff

7/10/5304
MAR 18 2009 Atty pd.

William A. Shaw
Prothonotary/Clerk of Courts

\$95.00

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESSEA 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 for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). 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. 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 63212FC.

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.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$11,736.22, together with interest at the rate of \$1.74, per day and other expenses, costs and charges incurred by the Plaintiff

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is TRAVELERS BANK & TRUST, FSB, 1111 Northpoint Drive, Building 4, Suite 100, Coppell, TX 76078.
2. The names and addresses of the Defendant is BRYAN G. WILLIAMS, RD 1 Box 635, a/k/a 657 Center Hill Road, Morrisdale, PA 16858, who is the mortgagor and real owner of the mortgaged premises hereinafter described. Original mortgagor, L. GLENN WILLIAMS died on March 6, 2007 and is hereby released of record.
3. On January 15, 1999 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to TRAVELERS BANK & TRUST, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #199900836. 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 October 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$8,089.73
Interest from 09/01/2007 through 03/31/2008 at 7.7400%.....	\$370.61
Per Diem interest rate at \$1.74	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 10/01/2007 to 03/31/2008	\$26.88
Costs of suit and Title Search	\$900.00
Corporate Advance	\$349.00

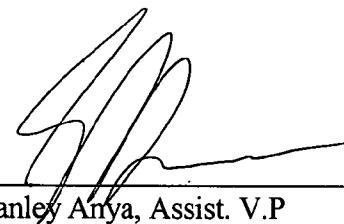
\$11,736.22

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has 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.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant 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 Defendant 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 Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

VERIFICATION

I, Stanley Anya, Assist. V.P., 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: 8-17-08



Stanley Anya, Assist. V.P

6315382 BRYAN G. WILLIAMS

Exhibit A

ALL that certain piece or parcel of land situated in the Township of Graham, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the West right-of-way line of Township Route T-682 leading from State Highway Legislative Route 17116 to State Highway Legislative Route 17113, said iron pin is also located One Hundred Twelve (112) feet from the intersection of the West right-of-way line of Township Route T-682 and the South right-of-way line of State Highway Legislative Route 17113; thence along the West right-of-way line of Township Route T-682 South Eight (8°) degrees Forty-Six (46) minutes West One Hundred Forty-Nine and Nine-Tenths (149.9) feet to an iron pin corner of Lot No. 3; thence along Lot No. 3 North Eighty-Two (82°) degrees Twenty (20) minutes West Two Hundred Six and Three-Tenths (206.3) feet to an iron pin corner of Lot No. 3; thence North Seven (7) degrees Forty (40) minutes East One Hundred Fifty (150) feet to an iron pin corner of Lot No. 1; thence along Lot No. 1 South Eighty-Two (82°) degrees Twenty (20) minutes East Two Hundred Nine and One-Tenth (209.1) feet to an iron pin corner and place of beginning. CONTAINING 0.72 acres, more or less.

EXCEPTING AND RESERVING, all of the gas, oil and other minerals, together with the mining rights that have been Excepted and Reserved in the prior chain of title.

THE INTENTION of this Deed is to vest an undivided one-half (1/2) interest to the demised premises in each of the Grantees to be held as Joint Tenants with the Right of Survivorship, and not as Tenants in Common.

BEING the same premises conveyed to the Grantor herein, L. Glenn Williams, Single Individual, by Deed of the Estate of Janice L. Spencer, by Michael V. Spencer, Administrator of the Estate, dated December 14, 1995, and recorded in the Office of the Recorder of Deeds of Clearfield County, in Deeds and Records Book 1734, at Page 57.

The Tax Identification Number for this property is 116-P9-194.

Exhibit B

ACT 91 NOTICE

TAKE ACTION TO SAVE

YOUR HOME FROM

FORECLOSURE

Date: December 5, 2007

TO: L. Glenn Williams
RD 1 Box 635
Morrisdale, PA 16858

L. Glenn Williams
208 Sheffield Street
Philipsburg, PA 16966

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **L. Glenn Williams**
PROPERTY ADDRESS: **RD 1 Box 635. Morrisdale, PA 16858**
LOAN ACCT. NO.: **0006315382**
ORIGINAL LENDER: **Citicorp Trust Bank, fsb**
CURRENT LENDER/SERVICER: **Citicorp Trust Bank, fsb**

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time,

no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **RD 1 Box 635. Morrisdale, PA 16858** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 10/01/07 through 12/01/07 at \$141.17 for 10/01/07 then \$141.17 for 11/01/07 then \$134.45 for 12/01/07 per month.

Monthly Payments Plus Late Charges Accrued	\$416.79
NSF:	\$15.00
Inspections:	\$0.00
BPO:	\$0.00
Speed Pay:	\$250.00
Uncollected Credit Insurance:	\$0.00
Uncollected Late Charges:	\$0.00
Taxes:	\$0.00
Late Fee Income:	\$0.00
Total Amount to Cure Default	\$681.79

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

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$681.79**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (888) 800-5165. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to Citicorp Trust Bank, fsb, 4050 Regent Blvd. MS-N1B-165, Irving, TX 75063 Attention: Department ATM. You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) **N/A**

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. 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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable

attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER: **Citicorp Trust Bank, fsb**
4050 Regent Blvd.
Irving, TX 75063
Attn: Department ATM
MS-N1B-165
(888) 800-5165
FAX 972 657 1636

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

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

Very truly yours,

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

By: Francis S. Hallinan, Esquire

PHS: jmm

Cc: Citicorp Trust Bank, fsb
Attn: Department ATM Account No.: 0006315382

Mailed by 1st Class Mail and by Certified Mail No: 7006 2150 0003 2673 2471/2488

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

FILED *rf*
MAY 06 2008
ml 1:15
William A. Shaw
Prothonotary/Clerk of Courts
No. C/C

TRAVELERS BANK & TRUST, FSB
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 76078

Plaintiff

vs.

BRYAN G. WILLIAMS
RD 1 Box 635, a/k/a 657 Center Hill Road
Morrisdale, PA 16858

Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 2008 487 CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

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

Michael T. McKeever
MICHAEL T. MCKEEVER, ESQUIRE

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103907**

TRAVELERS BANK & TRUST, FSB

Case # 08-487-CD

VS.

BRYAN G. WILLIAMS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 07, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO BRYAN G. WILLIAMS, DEFENDANT. DO NOT SERVE AT DIRECTION OF ATTORNEY

RD#1 BOX 635 aka 657 CENTER HILL ROAD, MORRISDALE, PA. "VACANT"

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	330400	10.00
SHERIFF HAWKINS	GOLDBECK	330400	27.13

FILED
07/07/2008
JUL 07 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2008

So Answers,

Chester A. Hawkins
My Manly Hawk
Chester A. Hawkins
Sheriff

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. McKEEVER

ATTORNEY I.D. #56129

SUITE 5000 – MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106

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TRAVELERS BANK & TRUST, FSB
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Plaintiff

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KEYSTONE LEGAL SERVICES

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

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

PENNSYLVANIA BAR ASSOCIATION

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

MAR 18 2008

Attest.

William L. Brown
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 for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). 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. 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 63212FC.

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 TRAVELERS BANK & TRUST, FSB, 1111 Northpoint Drive, Building 4, Suite 100, Coppell, TX 76078.
2. The names and addresses of the Defendant is BRYAN G. WILLIAMS, RD 1 Box 635, a/k/a 657 Center Hill Road, Morrisdale, PA 16858, who is the mortgagor and real owner of the mortgaged premises hereinafter described. Original mortgagor, L. GLENN WILLIAMS died on March 6, 2007 and is hereby released of record.
3. On January 15, 1999 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to TRAVELERS BANK & TRUST, FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #199900836. 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 October 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$8,089.73
Interest from 09/01/2007 through 03/31/2008 at 7.7400%.....	\$370.61
Per Diem interest rate at \$1.74	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 10/01/2007 to 03/31/2008	\$26.88
Costs of suit and Title Search	\$900.00
Corporate Advance	\$349.00
<hr/>	
	\$11,736.22

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has 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.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant 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 Defendant 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 Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

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

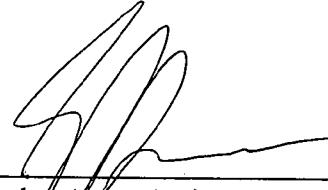
WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$11,736.22, together with interest at the rate of \$1.74, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: *Michael T. McKeever*
GOLDBECK McCAFFERTY & McKEEVER
BY: MICHAEL T. McKEEVER, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Stanley Anya, Assist. V.P., 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: 3-17-08



Stanley Anya, Assist. V.P.

6315382 BRYAN G. WILLIAMS

Exhibit A

ALL that certain piece or parcel of land situated in the Township of Graham, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner on the West right-of-way line of Township Route T-682 leading from State Highway Legislative Route 17116 to State Highway Legislative Route 17113, said iron pin is also located One Hundred Twelve (112) feet from the intersection of the West right-of-way line of Township Route T-682 and the South right-of-way line of State Highway Legislative Route 17113; thence along the West right-of-way line of Township Route T-682 South Eight (8°) degrees Forty-Six (46) minutes West One Hundred Forty-Nine and Nine-Tenths (149.9) feet to an iron pin corner of Lot No. 3; thence along Lot No. 3 North Eighty-Two (82°) degrees Twenty (20) minutes West Two Hundred Six and Three-Tenths (206.3) feet to an iron pin corner of Lot No. 3; thence North Seven (7) degrees Forty (40) minutes East One Hundred Fifty (150) feet to an iron pin corner of Lot No. 1; thence along Lot No. 1 South Eighty-Two (82°) degrees Twenty (20) minutes East Two Hundred Nine and One-Tenth (209.1) feet to an iron pin corner and place of beginning. CONTAINING 0.72 acres, more or less.

EXCEPTING AND RESERVING, all of the gas, oil and other minerals, together with the mining rights that have been Excepted and Reserved in the prior chain of title.

THE INTENTION of this Deed is to vest an undivided one-half (1/2) interest to the demised premises in each of the Grantees to be held as Joint Tenants With the Right of Survivorship, and not as Tenants in Common.

BEING the same premises conveyed to the Grantor herein, L. Glenn Williams, Single Individual, by Deed of the Estate of Janice L. Spencer, by Michael V. Spencer, Administrator of the Estate, dated December 14, 1995, and recorded in the Office of the Recorder of Deeds of Clearfield County, in Deeds and Records Book 1734, at Page 57.

The Tax Identification Number for this property is 116-P9-194.

Exhibit B

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: December 5, 2007

TO: L. Glenn Williams
RD 1 Box 635
Morrisdale, PA 16858

L. Glenn Williams
208 Sheffield Street
Philipsburg, PA 16966

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME (S): **L. Glenn Williams**
PROPERTY ADDRESS: **RD 1 Box 635. Morrisdale, PA 16858**
LOAN ACCT. NO.: **0006315382**
ORIGINAL LENDER: **Citicorp Trust Bank, fsb**
CURRENT LENDER/SERVICER: **Citicorp Trust Bank, fsb**

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

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

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

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time,

no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **RD 1 Box 635. Morrisdale, PA 16858** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 10/01/07 through 12/01/07 at \$141.17 for 10/01/07 then \$141.17 for 11/01/07 then \$134.45 for 12/01/07 per month.

Monthly Payments Plus Late Charges Accrued	\$416.79
NSF:	\$15.00
Inspections:	\$0.00
BPO:	\$0.00
Speed Pay:	\$250.00
Uncollected Credit Insurance:	\$0.00
Uncollected Late Charges:	\$0.00
Taxes:	\$0.00
Late Fee Income:	\$0.00
Total Amount to Cure Default	\$681.79

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

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$681.79**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (888) 800-5165. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to Citicorp Trust Bank, fsb, 4050 Regent Blvd. MS-N1B-165, Irving, TX 75063 Attention: Department ATM. You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

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

IF THE MORTGAGE IS FORECLOSED UPON- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable

attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER: **Citicorp Trust Bank, fsb**
4050 Regent Blvd.
Irving, TX 75063
Attn: Department ATM
MS-N1B-165
(888) 800-5165
FAX 972 657 1636

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

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

Very truly yours,

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

By: Francis S. Hallinan, Esquire

PHS: jmm

Cc: Citicorp Trust Bank, fsb
Attn: Department ATM Account No.: 0006315382

Mailed by 1st Class Mail and by Certified Mail No: 7006 2150 0003 2673 2471/2488