

08-955-CD
WM Specialty Mort. Vs Cynthia Dixon et al

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

WM SPECIALTY MORTGAGE LLC

10801 6th Street

Suite 130

Rancho Cucamonga, CA 91730

Plaintiff

vs.

CYNTHIA A. DIXON

NORMAN L. DIXON

Mortgagors and Real Owners

2476 104th Cavalry Road

Clearfield, PA 16830

Defendants

FILED

MAY 23 2008

m 11:35 am

William A. Shaw
Prothonotary/Clerk of Courts

1 cent ATT

2 cent to Shpl

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term *2008-955-CD*
No.

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

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

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

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

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

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 800-211-6926 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 66026FC.

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 WM SPECIALTY MORTGAGE LLC, 10801 6th Street, Suite 130, Rancho Cucamonga, CA 91730.
2. The names and addresses of the Defendants are CYNTHIA A. DIXON, 2476 104th Cavalry Road, Clearfield, PA 16830 and NORMAN L. DIXON, 2476 104th Cavalry Road, Clearfield, PA 16830, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On November 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to AMERIQUEST MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument# 200418232. The mortgage has been assigned to: WM SPECIALTY MORTGAGE, LLC by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. 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 December 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	\$58,970.77
Interest from 11/01/2007 through 05/31/2008 at 11.8750%.....	\$4,142.84
Per Diem interest rate at \$19.45	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$2,948.54
Late Charges from 12/01/2007 to 05/31/2008	\$215.04
Monthly late charge amount at \$35.84	
Costs of suit and Title Search	\$900.00
Fees	\$28.50
Recoverable Balance.....	\$187.00
Monthly Escrow amount \$93.15	
	<hr/>
	\$67,392.69

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

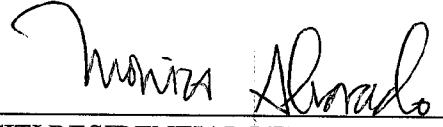
WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$67,392.69, together with interest at the rate of \$19.45, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 
GOLDBECK McCAFFERTY & MCKEEVER
BY: MICHAEL T. MCKEEVER, ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Monica Alvarado, Foreclosure Specialist, 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 :May 14, 2008



Monica Alvarado

CITI RESIDENTIAL LENDING SERVICES

0094969482 CYNTHIA A. DIXON and NORMAN L. DIXON

Exhibit A

Date: 11/1/2004

Time: 10:18:35 AM

Order Number: 000085792
Re: NORMAN DIXON

2476 104TH CAVALRY RD
CLEARFIELD, PA 16830
CLEARFIELD County

EXHIBIT 'A'

ALL that certain piece or parcel situate in LAWRENCE TOWNSHIP, Clearfield County, Pennsylvania, bounded and described as follows: BEGINNING at an iron pin, said pin being the southwest corner of the existing Dixon lot, thence South 35 degrees East a distance of 175 feet to an iron pin at the southeast corner of the existing Dixon lot, thence South 5 degrees West a distance of 108.26 feet to an iron pin on line of the Ogden Estate, thence North 85 degrees West a distance of 175 feet to an iron pin, thence by Ogden Estate land North 5 degrees East a distance of 108.26 feet to an iron pin, being the place of beginning.

SUBJECT TO right-of-way easement from: Norman L. Dixon and Cynthia A. Dixon to Clearfield Municipal Authority, recorded 03/22/00, instrument #200003858.

Parcel #123-108-2.1, Control #1230-91730
Book 1436, Page 364

ALL those certain premises situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows: BEGINNING at a post on the Eastern line of Township Road leading from Montgomery to Mt. Zion, said post being the Southwest corner of premises conveyed to Jean Ogden Gearhart and Howard Gearhart, her husband, by deed recorded in Deed Book 519, Page 419; thence in an Easterly direction along the South line of the said Gearhart property a distance of one hundred seventy-five (175) feet to a point; thence in a Southerly direction and at right angles to the preceding line a distance of one hundred twenty-five (125) feet to a point; thence in a Westerly direction and parallel to the opposite side a distance of one hundred seventy-five (175) feet to a point; thence in a Northerly direction and also parallel to the opposite side a distance of one hundred twenty-five (125) feet to a point and place of beginning.

ALSO INCLUDING the right to use jointly with Grantors, their heirs and assigns, a spring which is located approximately six hundred (600) feet East of the subject premises. A separate pump and water line are already in place which services these premises and which are to be used by the Grantees. The grantees shall have such right of ingress, egress and regress over the lands of Grantors as shall be necessary for the maintenance and/or replacement of the said line and pump.

Parcel #123-108-2.2, Control #1230-41337
Book 959, Page 93

Exhibit B

P.O. Box 11000
Santa Ana, CA 92711-1000



7182 6389 3060 1200 6909

Citi Residential Lending

Citi

March 14, 2008

NORMAN L DIXON
CYNTHIA A DIXON
2476 104TH CAVALRY ROAD
CLEARFIELD, PA 16830

22 / NMC

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME

FROM FORECLOSURE

AVISO: Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para informaci n en espaæollame a su prestamista.

STATEMENTS OF POLICY

Loan Number: 0094969482
Property Address: 2476 104TH CAVALRY ROAD, CLEARFIELD PA, 16830
Original Lender: Citi Residential Lending
Current Lender/Servicer: Citi Residential Lending

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 foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact 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, PUES 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

Citi Residential Lending
P.O. Box 11000
Santa Ana, CA 92711-1000



#BWNKZZS
NORMAN L DIXON
CYNTHIA A DIXON
2476 104TH CAVALRY ROAD
CLEARFIELD, PA 16830

283 NMR

March 14, 2008

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME

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PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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 (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES --If you meet with one of the consumer credit counseling agency 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.

March 14, 2008

Loan Number: 0094969482

**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 by the above lender on your property located at:
2476 104TH CAVALRY ROAD, CLEARFIELD, PA 16830 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:

12/01/07 thru 03/01/08

Minimum Payments plus late charge or other fees: \$2629.38

Minimum Amount to Cure Default: \$2629.38

B. **YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$2629.38 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending
P.O. Box 5926
Carol Stream, IL 60197-5926

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 attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON-- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender 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 you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE-- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (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:

Citi Residential Lending
PO Box 11000
Santa Ana, CA 92711-1000
Phone Number 800-430-5262
Fax Number 714-347-5037

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, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending
Attn: Collections Department

Loan Number: 0094969482
Mailed by 1st Class Mail and by Certified Mail

Homeowner's Emergency Assistance Program

Clearfield County

CCCS of Northeastern PA

202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA

Royal Remax Plaza
917 A Logan Boulevard
Altoona, PA 16602
888.511.2227

CCCS of Western PA

219.A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
724.465.2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group

4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444

FILED
MAY 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-955-CD

WM SPECIALTY MORTGAGE LLC

vs

CYNTHIA A. DIXON and NORMAN L. DIXON

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 2

SERVE BY: 06/22/2008

HEARING:

PAGE: 104202

FILED

O 8:35 a.m. 6K
JUN 11 2008 (60)

DEFENDANT:

CYNTHIA A. DIXON

ADDRESS:

2476 104TH CAVALRY ROAD
(CLEARFIELD, PA 16830)

ALTERNATE ADDRESS

William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6/10/08 AT 2:25 AM 0 PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA A. DIXON, DEFENDANT

BY HANDING TO Cindy Dixon Self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 2476 104th Calvary rd Cfd

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR CYNTHIA A. DIXON

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CYNTHIA A. DIXON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy C. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

DAY OF June 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-955-CD

WM SPECIALTY MORTGAGE LLC

vs

CYNTHIA A. DIXON and NORMAN L. DIXON

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 2

SERVE BY: 06/22/2008

HEARING:

PAGE: 104202

FILED

08:35 AM 6/11/08

JUN 11 2008

(6K)

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: NORMAN L. DIXON
ADDRESS: 2476 104TH CAVALRY ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

(CIRCLE IF THIS HIGHLIGHTED ADDRESS IS)

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6/10/08 AT 2:25 PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON NORMAN L. DIXON, DEFENDANT

BY HANDING TO Cindy Dixon, wife

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 2476 104th Cavalry rd Clearfield

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR NORMAN L. DIXON

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NORMAN L. DIXON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

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 *6/12/08*

6/12/08
William A. Shaw
Prothonotary/Clerk of Courts
no 4/6

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.

CYNTHIA A. DIXON
NORMAN L. DIXON
(Mortgagor(s) and Record owner(s))
2476 104th Cavalry Road
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS
of Clearfield County

No. 2008-955-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

FILED
JUN 12 2008
William A Shaw
Promotion/Chair of Gurus

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104202
NO: 08-955-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WM SPECIALTY MORTGAGE LLC
VS.
DEFENDANT: CYNTHIA A. DIXON and NORMAN L. DIXON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	338785	20.00
SHERIFF HAWKINS	GOLDBECK	338785	26.00

FILED
03:15 pm
SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff