

08-1804-CD
Cifinancial Ser. vs Barbara Kline 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

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019-3913

Plaintiff

vs.

BARBARA KLINE

DONALD J. KLINE, JR.

Mortgagors and Record Owners

63 Penn Street

Grampian, PA 16838

Defendants

FILED

M 11:35 a.m. GK

SEP 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

Atty Fwd 95.00

1 CC Atty

2 COMPL. STAFF

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

2008-1804-CD

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.

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

AVISO

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

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PENNSYLVANIA BAR ASSOCIATION

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

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street
Clearfield, PA 16830
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**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: 800-692-7375 or 814-765-9646.
- 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 70714FC.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES, INC., 1111 Northpoint Drive, Building 4, Suite 100 Coppel, TX 75019-3913.
2. The names and addresses of the Defendants are BARBARA KLINE, 63 Penn Street, Grampian, PA 16838 and DONALD J. KLINE, JR., 63 Penn Street, Grampian, PA 16838, who are the mortgagors and record owners of the mortgaged premises hereinafter described.
3. On June 17, 2003 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200310560. 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 May 01, 2008 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	\$31,965.34
Interest from 04/01/2008 through 09/30/2008 at 9.9960%.....	\$1,151.07
Per Diem interest rate at \$6.29	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 05/01/2008 to 09/30/2008	\$157.75
Monthly late charge amount at \$31.55	
Costs of suit and Title Search	\$900.00
Appraisal Fee	\$225.00
Deferred Interest	\$3,820.87

\$40,220.03

7. 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.
8. 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 \$40,220.03, together with interest at the rate of \$6.29, 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, Eddie Crespo, 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: 9-22-08



Eddie Crespo, Assistant Vice President

2000510220662 BARBARA KLINE and DONALD J. KLINE, JR.

Exhibit A

ALL that certain piece or parcel of land situate in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street North $55\frac{3}{4}$ degrees West 60 feet to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same South $34\frac{1}{4}$ degrees West $185\frac{3}{4}$ degrees East 60 feet to a corner of Frank Rowles lot, formerly Alice I. Hahn's; thence by the same $34\frac{1}{4}$ degrees East 180 feet to the place of beginning. There is erected on this lot a house.

The property has previously been described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street North $55\frac{3}{4}$ degrees West 60 feet to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same South $34\frac{1}{4}$ degrees West 180 feet to an alley; thence by the same South $55\frac{3}{4}$ degrees East 60 feet to a

corner of Frank Rowles lot, formerly Alice I. Hahn's; thence by the same North $34\frac{1}{4}$ degrees East 180 feet to the place of beginning. There is erected on this lot a house.

BEING the same premises which Curwensville State Bank by deed dated March 9, 1983 and recorded in Clearfield County Deed Book 878 at Page 382 conveyed to Jerry L. Bloom, grantor herein.

Exhibit B

ACT 91 NOTICE

DATE OF NOTICE: August 8, 2008

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

Date: August 8, 2008

Homeowners Name: **BARBARA KLINE and DONALD J. KLINE**
Property Address: **63 Penn Street, Grampian, PA 16838**
Loan Account No.: **2000510220662**
Original Lender: **CITIFINANCIAL SERVICES INC.**
Current Lender/Servicer: **CITIFINANCIAL SERVICES INC.**

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 63 Penn Street, Grampian, PA 16838 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 05/01/2008 thru 8/8/2008
(4 mos. at \$275.46/month) \$1,101.84
- (b) Late charges from 05/01/2008 thru 8/8/2008 \$31.55
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,133.39

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 \$1,133.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL MORTGAGE CO., INC.

Address: 605 Munn Road
Fort Mill, SC 29715

Phone Number: 800-423-8158

Contact: Loss Mitigation Department

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1804-CD

CITIFINANCIAL SERVICES, INC.

vs

BARBARA KLINE and DONALD J. KLINE JR.

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/23/2008

HEARING:

PAGE: 104702

DEFENDANT: DONALD J. KLINE JR.
ADDRESS: 63 PENN ST.
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

10-21-08 8:51 AM N/A - LAT KLINE
10-22-08 1:15 PM N/A

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD J. KLINE JR., DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DONALD J. KLINE JR.

AT (ADDRESS) _____

NOW 11-13-08 AT 3:31 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO DONALD J. KLINE JR.

REASON UNABLE TO LOCATE Left Notes, Nobody Home

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

FILED
019:17/6N
NOV 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

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

CITIFINANCIAL SERVICES, INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3913

Plaintiff

vs.

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DONALD J. KLINE, JR.
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63 Penn Street
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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.

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

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

KEYSTONE LEGAL SERVICES

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

SEP 23 2008

Attest.

William L. Prothonotary
Prothonotary/
Clerk of Courts

AVISO

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Resources available for Homeowners in Foreclosure

ACT NOW!

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- 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 70714FC.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES, INC., 1111 Northpoint Drive, Building 4, Suite 100, Coppell, TX 75019-3913.
2. The names and addresses of the Defendants are BARBARA KLINE, 63 Penn Street, Grampian, PA 16838 and DONALD J. KLINE, JR., 63 Penn Street, Grampian, PA 16838, who are the mortgagors and record owners of the mortgaged premises hereinafter described.
3. On June 17, 2003 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200310560. 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 May 01, 2008 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	\$31,965.34
Interest from 04/01/2008 through 09/30/2008 at 9.9960%.....	\$1,151.07
Per Diem interest rate at \$6.29	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 05/01/2008 to 09/30/2008	\$157.75
Monthly late charge amount at \$31.55	
Costs of suit and Title Search	\$900.00
Appraisal Fee	\$225.00
Deferred Interest	\$3,820.87

\$40,220.03

7. 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.
8. 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 \$40,220.03, together with interest at the rate of \$6.29, 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, Eddie Crespo, 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: 9-22-08



Eddie Crespo, Assistant Vice President

2000510220662 BARBARA KLINE and DONALD J. KLINE, JR.

Exhibit A

ALL that certain piece or parcel of land situate in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street North $55\frac{3}{4}$ degrees West 60 feet to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same South $34\frac{1}{4}$ degrees West $185\frac{3}{4}$ degrees East 60 feet to a corner of Frank Rowles lot, formerly Alice I. Hahn's; thence by the same $34\frac{1}{4}$ degrees East 180 feet to the place of beginning. There is erected on this lot a house.

The property has previously been described as follows:

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corner of Frank Rowles lot, formerly Alice I. Hahn's; thence by the same North $34\frac{1}{4}$ degrees East 180 feet to the place of beginning. There is erected on this lot a house.

BEING the same premises which Curwensville State Bank by deed dated March 9, 1983 and recorded in Clearfield County Deed Book 878 at Page 382 conveyed to Jerry L. Bloom, grantor herein.

Exhibit B

ACT 91 NOTICE
DATE OF NOTICE: August 8, 2008
TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

Date: August 8, 2008

Homeowners Name: BARBARA KLINE and DONALD J. KLINE

Property Address: 63 Penn Street, Grampian, PA 16838

Loan Account No.: 2000510220662

Original Lender: CITIFINANCIAL SERVICES INC.

Current Lender/Servicer: CITIFINANCIAL SERVICES INC.

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 63 Penn Street, Grampian, PA 16838 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 05/01/2008 thru 8/8/2008
(4 mos. at \$275.46/month) \$1,101.84
- (b) Late charges from 05/01/2008 thru 8/8/2008 \$31.55
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,133.39

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 \$1,133.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1804-CD

CITIFINANCIAL SERVICES, INC.

vs

SERVICE # 2 OF 2

BARBARA KLINE and DONALD J. KLINE JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/23/2008

HEARING:

PAGE: 104702

DEFENDANT:

BARBARA KLINE

ADDRESS:

63 PENN ST.

GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

NOV 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

10-21-08 8:51 AM - 11/4 - LEFT NOTES

10-22-08 1:15 PM - 11/5

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BARBARA KLINE, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BARBARA KLINE

AT (ADDRESS) _____

NOW 11-13-08 AT 2:31 AM / PM **AFTER DILIGENT SEARCH IN MY BAILIWICK,**

I MAKE RETURN OF **NOT FOUND** AS TO BARBARA KLINE

REASON UNABLE TO LOCATE Left Notes, Nobody Home

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

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

(866) 413-2311

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019-3913

Plaintiff

vs.

BARBARA KLINE

DONALD J. KLINE, JR.

Mortgagors and Record Owners

63 Penn Street

Grampian, PA 16838

Defendants

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

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

2008-1804-CD

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.

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

SEP 23 2008

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

Attest.

William A. Shaw
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 COUPE 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 PROVEER CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

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

PENNSYLVANIA BAR ASSOCIATION

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

KEYSTONE LEGAL SERVICES

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

**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: 800-692-7375 or 814-765-9646.
- 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 70714FC.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is CITIFINANCIAL SERVICES, INC., 1111 Northpointe Blvd., Suite 100, Coppell, TX 75019-3913. **I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED**
2. The names and addresses of the Defendants are BARBARA KLINE, 63 Penn Street, Grampian, PA 16838 and DONALD J. KLINE, JR., 63 Penn Street, Grampian, PA 16838, who are the mortgagors and record owners of the mortgaged premises hereinafter described.
3. On June 17, 2003 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CITIFINANCIAL SERVICES, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200310560. 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 May 01, 2008 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	\$31,965.34
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Per Diem interest rate at \$6.29	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 05/01/2008 to 09/30/2008	\$157.75
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Costs of suit and Title Search	\$900.00
Appraisal Fee	\$225.00
Deferred Interest	\$3,820.87

\$40,220.03

7. 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.
8. 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 \$40,220.03, together with interest at the rate of \$6.29, 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, Eddie Crespo, 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: 9-22-08



Eddie Crespo, Assistant Vice President

2000510220662 BARBARA KLINE and DONALD J. KLINE, JR.

Exhibit A

ALL that certain piece or parcel of land situate in Grampian Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of lot of Frank Rowles, formerly Alice I. Hahn; thence by line of Penn Street North $55 \frac{3}{4}$ degrees West 60 feet to a corner of lot of A. C. Moore formerly Dr. Currier's lot; thence by the same South $34 \frac{1}{4}$ degrees West $185 \frac{3}{4}$ degrees East 60 feet to a corner of Frank Rowles lot, formerly Alice I. Hahn's; thence by the same $34 \frac{1}{4}$ degrees East 180 feet to the place of beginning. There is erected on this lot a house.

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BEING the same premises which Curwensville State Bank by deed dated March 9, 1983 and recorded in Clearfield County Deed Book 878 at Page 382 conveyed to Jerry L. Bloom, grantor herein.

Exhibit B

ACT 91 NOTICE
DATE OF NOTICE: August 8, 2008
TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

Date: August 8, 2008

Homeowners Name: **BARBARA KLINE and DONALD J. KLINE**

Property Address: **63 Penn Street, Grampian, PA 16838**

Loan Account No.: **2000510220662**

Original Lender: **CITIFINANCIAL SERVICES INC.**

Current Lender/Servicer: **CITIFINANCIAL SERVICES INC.**

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: 63 Penn Street, Grampian, PA 16838 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 05/01/2008 thru 8/8/2008
(4 mos. at \$275.46/month) \$1,101.84
- (b) Late charges from 05/01/2008 thru 8/8/2008 \$31.55
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$1,133.39

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 \$1,133.39, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: CITIFINANCIAL MORTGAGE CO., INC.

Address: 605 Munn Road
Fort Mill, SC 29715

Phone Number: 800-423-8158

Contact: Loss Mitigation Department

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

GOLDBECK McCAFFERTY & McKEEVER

MICHAEL T. MCKEEVER

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Courtenay R. Dunn, Esq.

Attorney I.D. #206779

Attorney for Plaintiff

FILED

NOV 19 2008

William A. Shaw
Prothonotary/Clerk of Courts
we c/c (10)

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019-3913

vs.

BARBARA KLINE and DONALD J. KLINE, JR.

63 Penn Street

Grampian, PA 16838

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 2008-1804-CD

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

MOTION FOR SUBSTITUTED SERVICE
UNDER P.A.R.C.P. 430(a)

Plaintiff, by and through its attorney, in support of its Motion for Substituted Service, represents as follows:

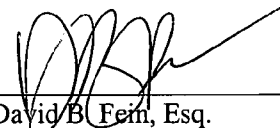
1. Plaintiff is the holder of a first mortgage upon the premises 63 Penn Street, Grampian, PA, 16838, hereinafter, the "mortgaged premises".
2. Defendants, BARBARA KLINE and DONALD J. KLINE, JR., are the mortgagors and real owners of the mortgaged premises.
3. The last known address of Defendants, is P.O. Box 223, Curwensville, PA 16833.
4. The Sheriff has been unable to effect service of the Complaint upon Defendants, at the property, 63 Penn Street, Grampian, PA, 16838. Per Sheriff, the property is occupied, but no one was home on any of the attempts.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendants.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Complaint upon Defendants, by posting the premises and certified and regular mail to the Defendants' last known address.

Respectfully submitted,

BY:



David B. Fein, Esq.
Courtenay R. Dunn, Esq.

ProVest, LLC

Affidavit of Good Faith Investigation

Client provided information:

File Number: 70714FC

Attorney Firm: GOLDBECK, MCCAFFERTY & MCKEEVER

Subject Name: Donald J. Kline, Jr.

Property Address:

Street: 63 Penn Street

City: Grampian

State: PA

Zip 16838

Skip Results:

Date of Birth: 02/11/1975

ProVest File Number: 1308037

Last Known

Street: P.O. Box 223

City: Curwensville

State: PA

Dates: As of 11/14/2008

Phone:

Zip: 16833

Death Records:

As of 11/14/2008, the Social Security Administration has no death record on file for Donald J. Kline, Jr..

Social Security Number Search Completed.

Employment Search:

Unable to verify current employer.

Creditor Information:

Creditors indicated the last reported address for Donald J. Kline, Jr. as P.O. Box 223, Curwensville, PA 16833.

Department of Motor Vehicle Records:

The Pennsylvania Department of Motor Vehicles provided no change for Donald J. Kline, Jr. from P.O. Box 223, Curwensville, PA 16833.

Public Licenses (Pilot, Real Estate, etc):

Search performed provided no information.

Voter Registration Information:

The County Voters Registration Office has no listing for Donald J. Kline, Jr..

National Postal Address Search:

Has no change for Donald J. Kline, Jr. from P.O. Box 223, Curwensville, PA 16833.

Military Search:

There was no active military status found.

Comments:

814-236-1453: Number listed to Barbara and Donald Kline, Jr. at P.O. Box 223, Curwensville, PA 16833, left message on answering machine, no response.

814-236-2576: Called possible neighbor, Ben Carlson, there was no answer.

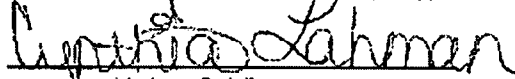
814-236-1423: Called possible neighbor, Maunce Lezzer, there was no answer.

814-236-2901: Called possible neighbor, Betty Test, answering machine answered, no message left.

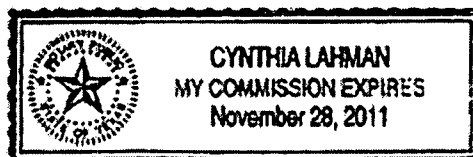
On 11/14/2008, I, Patti Garrett being duly sworn according to the law, deposes and says: I am employed by ProVest, LLC. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.


Affiant Name: Patti Garrett

Subscribed And Sworn to before me.


Notary Public

Date: 11/14/2008



ProVest, LLC

Affidavit of Good Faith Investigation

Client provided information:

File Number: 70714FC

Attorney Firm: GOLDBECK, MCCAFFERTY & MCKEEVER

Subject Name: Barbara Kline

Property Address:

Street: 63 Penn Street

City: Grampian

State: PA

Zip 16838

Skip Results:

Date of Birth: None Found

ProVest File Number: 1308037

Last Known

Dates: As of 11/14/2008

Street: P.O. Box 223

Phone:

City: Curwensville

State: PA

Zip: 16833

Death Records:

As of 11/14/2008, the Social Security Administration has no death record on file for Barbara Kline.

Social Security Number Search Completed.

Employment Search: Unable to verify current employer.

Creditor Information: Creditors indicated the last reported address for Barbara Kline as P.O. Box 223, Curwensville, PA 16833.

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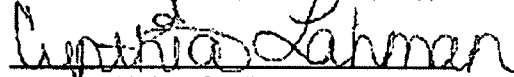
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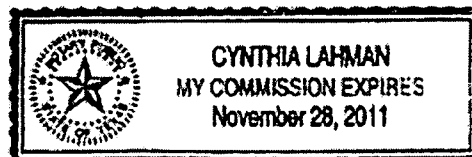
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Affiant Name: Patti Garrett

Subscribed And Sworn to before me.


Notary Public

Date: 11/14/2008



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1804-CD

CITIFINANCIAL SERVICES, INC.

VS

SERVICE # 2 OF 2

BARBARA KLINE and DONALD J. KLINE JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/23/2008

HEARING:

PAGE: 104702

DEFENDANT:

BARBARA KLINE

ADDRESS:

[REDACTED]

GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

~~GROUP IF THIS HIGHLIGHTED ADDRESS IS:~~

VACANT

OCCUPIED

ATTEMPTS

10-21-08 8:51 AM 1/11 H. L. 7:00 PM
10-22-08 1:15 PM 1/11

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BARBARA KLINE, DEFENDANT

BY HANDING TO _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BARBARA KLINE

AT (ADDRESS) _____

NOW 11-13-08 AT 3:31 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO BARBARA KLINE

REASON UNABLE TO LOCATE Left Notes, Nobody Home

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1804-CD

CITIFINANCIAL SERVICES, INC.

vs

BARBARA KLINE and DONALD J. KLINE JR.

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/23/2008

HEARING:

PAGE: 104702

DEFENDANT: DONALD J. KLINE JR.

ADDRESS: ~~XXXXXXXXXX~~
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

~~GROVE HILL HIGH RISE ADDRESS IS~~ VACANT

OCCUPIED

ATTEMPTS

10-21-08 8:51 AM N/A - LAT KLINE
10-22-08 1:15 PM N/A

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DONALD J. KLINE JR. DEFENDANT

BY HANDING TO _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR DONALD J. KLINE JR.

AT (ADDRESS) _____

NOW 11-13-08 AT 3:31 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DONALD J. KLINE JR.

REASON UNABLE TO LOCATE

Left Notes, Nobody Home

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

JAMES E. DAVIS
Print Deputy Name

GOLDBECK McCAFFERTY & McKEEVER

MICHAEL T. MCKEEVER

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Courtenay R. Dunn, Esq.

Attorney I.D. #206779

Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019-3913

vs.

BARBARA KLINE and DONALD J. KLINE, JR.

63 Penn Street


Grampian, PA 16838

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

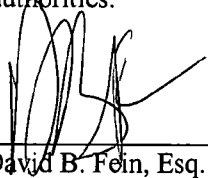
No. 2008-1804-CD

VERIFICATION

I, 

Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service 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.

BY:


David B. Fein, Esq.

Courtenay R. Dunn, Esq.

GOLDBECK McCAFFERTY & McKEEVER

MICHAEL T. MCKEEVER

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Courtenay R. Dunn, Esq.

Attorney I.D. #206779

Attorney for Plaintiff

CITIFINANCIAL SERVICES, INC.

1111 Northpoint Drive

Building 4, Suite 100

Coppell, TX 75019-3913

vs.

BARBARA KLINE

DONALD J. KLINE, JR.

63 Penn Street

Grampian, PA 16838

IN THE COURT OF COMMON PLEAS

of Clearfield County

No. 2008-1804-CD

CERTIFICATE OF SERVICE



, does hereby certify that true and correct copies of the foregoing
Motion for Substituted Service have been served upon the Defendants this 17th day of November, 2008,
by first class mail, postage prepaid.

DONALD J. KLINE, JR.

BARBARA KLINE

63 Penn Street

Grampian, PA 16838

DONALD J. KLINE, JR.

BARBARA KLINE

P.O. Box 223

Curwensville, PA 16833



BY: David B. Fein, Esq.
Courtenay R. Dunn, Esq.

CITIFINANCIAL SERVICES, INC.
1111 Northpoint Drive
Building 4, Suite 100
Coppell, TX 75019-3913

vs.

BARBARA KLINE and DONALD J. KLINE, JR.
63 Penn Street
Grampian, PA 16838

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

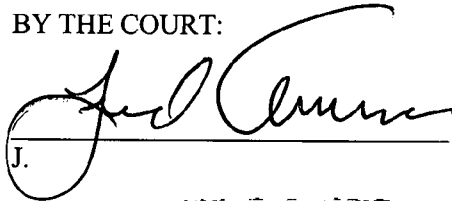
2008-1804-CD

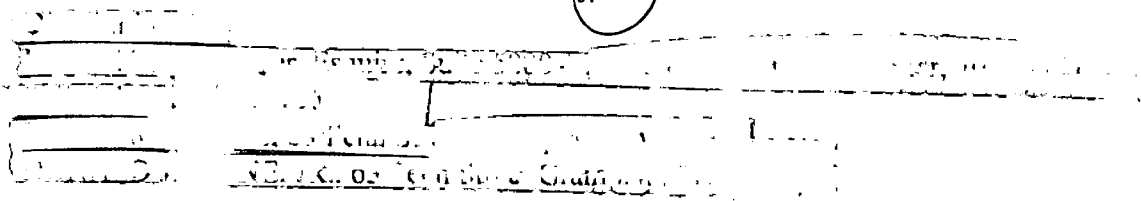
ORDER

AND NOW, this 21 day of Nov. 2008, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendants, has been unsuccessful, it is,
ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendants, by posting a copy of the Complaint upon the premises 63 Penn Street, Grampian, PA, 16838, and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendants' last known address at P.O. Box 223, Curwensville, PA 16833, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendants' last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants, by sending copies of same to Defendants' last known address by certified and regular mail and by posting the premises.

BY THE COURT:


J.



FILED

NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/21/08

☒ 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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104702
NO: 08-1804-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIFINANCIAL SERVICES, INC.
vs.
DEFENDANT: BARBARA KLINE and DONALD J. KLINE JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	353457	20.00
SHERIFF HAWKINS	GOLDBECK	353457	47.08

FILED
0/3:30pm
JAN 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff