

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

110 S&T BANK,

vs.

229 ROBERT R. HARRIS,

Plaintiff,

Defendant.

: No. 2000 - 99 C.D.  
: Type of Case: MORTGAGE FORECLOSURE  
: Type of Pleading: COMPLAINT  
: Filed on Behalf of: S&T BANK, Plaintiff  
: Counsel of Record for this Party:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800

FILED

JAN 27 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL ACTION

## S&T BANK,

Plaintiff, : No. 2000 - \_\_\_\_\_ C.D.  
vs.

VS.

ROBERT R. HARRIS,

Defendant. : .

## NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

GLEASON, CHERRY AND CHERRY, L.L.P.

By Donna Mch  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
Plaintiff : No. 2000 - \_\_\_\_\_ C.D.  
vs. :  
: ACTION OF MORTGAGE  
ROBERT R. HARRIS, : FORECLOSURE  
Defendant. :  
:

**C O M P L A I N T**

NOW, comes S&T BANK, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S&T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, Brockway, Jefferson County, Pennsylvania.
2. The Defendant, ROBERT R. HARRIS, is an individual whose mailing address is 926 Grant Street, Reynoldsville, Jefferson County, Pennsylvania 15851.
3. The Defendant, ROBERT R. HARRIS, is the real owner of the premises herein described.
4. On December 2, 1994, the Defendant, ROBERT R. HARRIS, made, executed and delivered a Mortgage upon premises hereinafter described to S&T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County,

Pennsylvania, in Deeds and Records Book Vol. 1647, Page 122. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in the City of DuBois, Clearfield County, Pennsylvania.

7. That said Mortgage is in default because:

(a) The principal thereof became due and payable on November 2, 1999, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from October 2, 1999, to December 31, 1999, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

8. The following amounts are due on the Mortgage:

(a) Principal	\$32,175.74
(b) Interest from October 2, 1999, to December 31, 1999	1,031.39
(c) Late charges and fees	205.06
(d) Attorney's collection fee	<u>1,660.36</u>
Total	\$35,072.55

9. That in accordance with Act VI and Act 91, Defendant was served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the

Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated November 19, 1999, addressed to Defendant's last known address, to wit: 926 Grant Street, Reynoldsville, Pennsylvania 15851, as well as the addresses of the subject premises, to wit: 115 Quarry Avenue, DuBois, Pennsylvania 15801, and 115½ Quarry Avenue, DuBois, Pennsylvania 15801. Copies of said Combined Notices are attached hereto and made a part hereof as Exhibits "C", "D", and "E", respectively.

10. That the Promissory Note provides for a late charge in an amount of Five Percent (5.000%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "F".

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of THIRTY-FIVE THOUSAND SEVENTY-TWO DOLLARS and FIFTY-FIVE CENTS (\$35,072.55), together with interest from December 31, 1999, at the daily rate of \$8.5948895 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Shawn McKey  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF Clearfield Jefferson

On this, the 18 day of January, 2000, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S&T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist Jr.

Sworn to and subscribed before me this 18th day of January, 2000.

Notarial Seal  
Ann Calhoun, Notary Public  
Brockway Boro, Jefferson County  
My Commission Expires May 22, 2000  
Member, Pennsylvania Association of Notaries

## RECORDATION-REQUESTED BY:

S&T BANK  
456 MAIN STREET  
BROCKWAY, PA 15824

## WHEN RECORDED MAIL TO:

S&T BANK  
ATTN: \_\_\_\_\_  
PO BOX 190  
INDIANA, PA 15701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 2, 1994, between Robert R. Harris, whose address is 926 Grant Street Reynoldsburg, PA 15851 (referred to below as "Grantor"); and S&T BANK, whose address is 456 MAIN STREET BROCKWAY, PA 15824 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Clearfield County, Commonwealth of Pennsylvania (the "Real Property"):

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.**

**The Real Property or Its address is commonly known as 115-115 1/2 Quarry Avenue, DuBois, PA 15801.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means Robert R. Harris. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means S&T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated December 2, 1994, in the original principal amount of \$39,200.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Exhibit "A"

Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient

to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. Any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, service, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of an coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is becoming available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation a taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of

the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

**Insecurity.** Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts

past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, a reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

## GRANTOR

X  (SEAL)

Signed, acknowledged and delivered in the presence of:

~~Witness~~

Witness

## **CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the mortgagee, **S&T BANK**, herein is as follows:

456 MAIN STREET, BROCKWAY, PA 15824

Attorney or Agent for Mortgagor

## **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA )  
 ) SS

COUNTY OF JEFFERSON

Notarial Seal  
Denise A. McGranor, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires Jan. 24, 1995

On this day before me, the undersigned Notary Public, personally appeared Robert R. Harris, a Person whose true name is Robert R. Harris, to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of December, 1994.

By Aemie A. McLean

Residing at Reynoldsville

Notary Public in and for the State of Minnesota

My commission expires 1-24-95

ALL that certain lot or piece of land situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post on corner of Quarry Avenue and Alley; thence along the line of Quarry Avenue 75 feet to line of land now or formerly owned by Nelson; thence along the line of said Nelson land and 75 feet distant from line of Robinson Street and at every point parallel with Robinson Street, 159 feet to line of land formerly belonging to Dinah Nelson; thence along said land 75 feet to line of Alley; thence along line of said Alley, 159 feet to post at place of beginning.

KNOWN as the Benson property and having erected thereon a two-story frame building and also erected thereon one combination two stall garage and apartment building.

BEING the same premises conveyed to Robert R. Harris by deed of Stephen J. Meholic et ux and Patricia Woika, single, dated March 29, 1989 and recorded in Clearfield County Deed Book 1277, Page 1.

EXHIBIT "A"

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:40pm 12-2-94  
BY John Brandon  
FEES 19.50

Karen L. Starck, Recorder

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

ALL that certain lot or piece of land situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post on corner of Quarry Avenue and Alley; thence along the line of Quarry Avenue 75 feet to line of land now or formerly owned by Nelson; thence along the line of said Nelson land and 75 feet distant from line of Robinson Street and at every point parallel with Robinson Street, 159 feet to line of land formerly belonging to Dinah Nelson; thence along said land 75 feet to line of Alley; thence along line of said Alley, 159 feet to post at place of beginning.

KNOWN as the Benson property and having erected thereon a two-story frame building and also erected thereon one combination two stall garage and apartment building.



RESOURCE RECOVERY

455 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

November 18, 1999

Robert R. Harris  
926 Grant Street  
Reynoldsville PA 15851-1418

RE: Mortgage Loan #368-01000074664-00001

Dear Robert:

By law, this is the final Act VI & 91 Combined Notice that we are required to issue you for the year 1999. Therefore, if this account is not brought current and remain current for the remainder of 1999, we will, without hesitation, forward your account to our attorney to begin mortgage foreclosure.

Sincerely,

Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg

Enclosure

Exhibit "C"

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM  
may be able to help 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 need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
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 IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN 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.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

November 18, 1999

ROBERT R HARRIS  
926 GRANT STREET  
REYNOLDSVILLE PA 15851-1418

RE: Mortgage Loan #368-01000074664 Note number 00001

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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.**

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**

The MORTGAGE held by S & T Bank on your property located in the City of DuBois, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payments for the months of October and November, 1999 for a total of \$830.54). Late charges (and other charges) have also accrued to date in the amount of \$184.30. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$1,014.84**.

You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank 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 S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 S & T Bank 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.**

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 is required or action will be by contacting a representative from S & T Bank at:

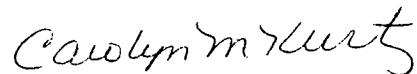
S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

You    may or   X   may not 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 S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg  
Enclosure

## **CLEARFIELD COUNTY**

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335



RESOURCE RECOVERY

456 MAIN STREET • PO BOX D • BROCKWAY, PA 15824 • 814-268-4325  
FAX 814-268-4325

November 19, 1999

Robert R. Harris  
115 Quarry Avenue  
DuBois PA 15801

RE: Mortgage Loan #368-01000074664-00001

Dear Robert:

By law, this is the final Act VI & 91 Combined Notice that we are required to issue you for the year 1999. Therefore, if this account is not brought current and remain current for the remainder of 1999, we will, without hesitation, forward your account to our attorney to begin mortgage foreclosure.

Sincerely,

Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg

Enclosure

Exhibit "D"

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM  
may be able to help 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 need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
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 IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN 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.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-7300  
FAX 814-268-7212

November 19, 1999

ROBERT R HARRIS  
115 QUARRY AVENUE  
DUBOIS PA 15801

RE: Mortgage Loan #368-01000074664 Note number 00001

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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.**

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**

The MORTGAGE held by S & T Bank on your property located in the City of DuBois, Clearfield County, State of Pennsylvania, IS SERIOUSLY IN DEFAULT (because you have not made the monthly payments for the months of October and November, 1999 for a total of \$830.54). Late charges (and other charges) have also accrued to date in the amount of \$184.30. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$1,014.84**.

You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank 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 S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 S & T Bank 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.**

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 is required or action will be by contacting a representative from S & T Bank at:

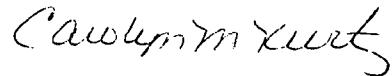
S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

You    may or   X   may not 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 S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg  
Enclosure

## **CLEARFIELD COUNTY**

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

November 19, 1999

Robert R. Harris  
115 1/2 Quarry Avenue  
DuBois PA 15801

RE: Mortgage Loan #368-01000074664-00001

Dear Robert:

By law, this is the final Act VI & 91 Combined Notice that we are required to issue you for the year 1999. Therefore, if this account is not brought current and remain current for the remainder of 1999, we will, without hesitation, forward your account to our attorney to begin mortgage foreclosure.

Sincerely,

A handwritten signature in cursive ink that appears to read 'Carolyn M. Kurtz'.

Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg

Enclosure

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM  
may be able to help 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 need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
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 IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN 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.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX 7 • BROCKWAY, PA 15824 • 814-268-7333  
FAX 814-268-7255

November 19, 1999

ROBERT R HARRIS  
115 1/2 QUARRY AVENUE  
DUBOIS PA 15801

RE: Mortgage Loan #368-01000074664 Note number 00001

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 1980 (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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

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

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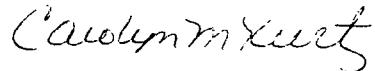
S & T Bank  
Resource Recovery Department  
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Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

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Very truly yours,



Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg  
Enclosure

## **CLEARFIELD COUNTY**

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335



## PROMISSORY NOTE

Principal \$39,200.00	Loan Date 12-02-1994	Maturity 12-02-2009	Loan No 00001	Call 50	Collateral 50	Account 1000074664	Officer 416	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Robert R. Harris  
926 Grant Street  
Reynoldsville, PA 15851

**Lender:** S&T BANK  
BROCKWAY OFFICE  
456 MAIN STREET  
BROCKWAY, PA 15824

**Principal Amount:** \$39,200.00

**Interest Rate:** 9.750%

**Date of Note:** December 2, 1994

**PROMISE TO PAY.** I promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Nine Thousand Two Hundred & 00/100 Dollars (\$39,200.00), together with interest at the rate of 9.750% per annum on the unpaid principal balance from December 2, 1994, until paid in full.

**PAYMENT.** I will pay this loan in 180 payments of \$415.27 each payment. My first payment is due January 2, 1995, and all subsequent payments are due on the same day of each month after that. My final payment will be due on December 2, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 30/360 simple interest basis that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance of this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of JEFFERSON County, the Commonwealth of Pennsylvania. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated December 2, 1994, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral, or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. If any portion of this Note for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

12-02-1994

PROMISSORY NOTE  
(Continued)

Page 2

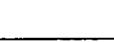
PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X  (SEAL)  
Robert R. Harris

Signed, acknowledged and delivered in the presence of:

X   
Witness

X   
Witness

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.18 (c) 1994 CFI ProServices, Inc. All rights reserved. [PA-D20 HARRISRR.LN R4.OVL]

LAW OFFICES  
**GLEASON, CHERRY & CHERRY, L.L.P.**  
P. O. Box 505  
**DU BOIS, PENNSYLVANIA 15801-0505**  
—  
ONE NORTH FRANKLIN STREET

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

S&T BANK,

vs.

ROBERT R. HARRIS,

Defendant.

Action of Mortgage  
No. 2000- C.D. Foreclosure

C O M P L A I N T

To The Within Defendant:

YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE WITHIN COMPLAINT  
WITHIN TWENTY (20) DAYS FROM THE  
DATE OF SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Julia M. Cherry  
Attorneys for Plaintiff

LAW OFFICES  
GLEASON, CHERRY & CHERRY, L.L.P.

P, O. Box 505  
DU BOIS, PENNSYLVANIA 15801-0505  
ONE NORTH FRANKLIN STREET

FILED

JAN 27 2000  
330 AM  
William A. Shaw  
Prothonotary

\$80.00

/cc at the Cherry

PAULA M. CHERRY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK  
VS

HARRIS, ROBERT R.

00-99-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JANUARY 31, 2000, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT R. HARRIS, DEFENDANT.

NOW FEBRUARY 7, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT R. HARRIS, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED JEANNE HARRIS, SISTER.

30.53 SHFF. HAWKINS PAID BY: ATTY.  
28.06 SHFF. DEMKO PAID BY: ATTY.  
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

11th / DAY OF FEBRUARY 2000  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS

*Chester A. Hawkins*  
*by Marilyn Harris*  
CHESTER A. HAWKINS  
SHERIFF

FILED

FEB 11 2000

William A. Shaw  
Prothonotary

*WAS*

No. 99 C.D. 2000

Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on February 7, 2000 at 10:30 o'clock A.M. served the Notice and Complaint in Action of Mortgage Foreclosure upon ROBERT R. HARRIS, Defendant, at his residence, 926 Grant Street, Borough of Reynoldsville, County of Jefferson, State of Pennsylvania by handing to Jeanne Harris, his sister and adult person with whom he resides, a true and attested copy of the Notice and Complaint, and by making known to her the contents thereof.

Advance Costs Received:	\$ 125.00
My Costs:	\$ 26.06 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 28.06
Refunded:	\$ 96.94

**Sworn and subscribed**  
to before me this 8th  
day of February 2000  
By Terry Fedigan

**PROTHONOTARY  
CLERK OF COURT**  
My Commission Expires  
1st Monday of January 2002  
Jefferson County

So Answers,

Terry Fedigan Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 00 - 99 C.D.

vs.

ROBERT R. HARRIS,

ACTION OF MORTGAGE  
FORECLOSURE

Defendant.

A F F I D A V I T

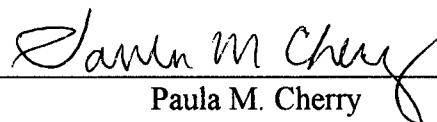
COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, who states that she served the Defendant, ROBERT R. HARRIS, with a Ten-day Notice to file an Answer in the above-captioned case, a copy of which is attached hereto, by sending the same to the Defendant by United States First Class mail, postage prepaid, on March 3, 2000, addressed as follows:

ROBERT R. HARRIS  
926 Grant Street  
Reynoldsville, PA 15851

  
Paula M. Cherry

Sworn to and subscribed before me this 6th day of March, 2000.

  
WILLIAM A. SHAW

MAR 26 2000

F. D. C. S.

Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, Plaintiff, No. 00 - 99 C.D.  
vs. ACTION OF MORTGAGE  
ROBERT R. HARRIS, FORECLOSURE  
Defendant.

TO: ROBERT R. HARRIS  
926 Grant Street  
Reynoldsville, PA 15851

Date of Notice: March 3, 2000

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Office of the Court Administrator  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

GLEASON, CHERRY AND CHERRY, L.L.P.

By John W. Gleason  
Attorneys for Plaintiff  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

116

S&T BANK,  
vs.  
84 ROBERT R. HARRIS,  
Defendant.

Plaintiff : No. 00 - 99 C.D.  
: ACTION OF MORTGAGE  
: FORECLOSURE

P R A E C I P E

TO: WILLIAM A. SHAW, PROTHONOTARY

Dear Sir:

Enter judgment against the above-named Defendant, ROBERT R. HARRIS, and in favor of the Plaintiff, S&T BANK, in the sum of THIRTY-FIVE THOUSAND SEVENTY-TWO DOLLARS and FIFTY-FIVE CENTS (\$35,072.55), for failure to file an Answer within Twenty (20) days from service of the Complaint.

Dated this 1<sup>st</sup> day of May, 2000.

GLEASON, CHERRY AND CHERRY, L.L.P.

**FILED**

MAY 01 2000

William A. Shaw  
Prothonotary

By Darla Maher  
Attorneys for Plaintiff

FILED

01/31/2000  
3541 Atty Cherry pd.  
William Shaw  
Picnic lottery  
\$20.00

Not to D. Hanes

Statement to Atty Cherry

ERB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

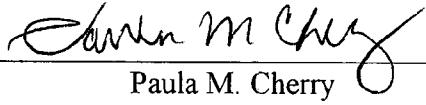
S&T BANK, : Plaintiff : No. 00 - 99 C.D.  
vs. : :  
ROBERT R. HARRIS, : Defendant : ACTION OF MORTGAGE  
: FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

Personally appeared before me, PAULA M. CHERRY, Attorney for S&T BANK, Plaintiff, who, being duly sworn according to law, deposes and says that the last known address of the above-named Defendant, ROBERT R. HARRIS, is 926 Grant Street, Reynoldsville, Pennsylvania 15851.

Further deponent saith not.

  
Paula M. Cherry

Sworn to and subscribed before me this 1<sup>st</sup> day of May, 2000.

**RECORDER OF DEEDS**

  
Karen J. Stuck

My Commission Expires  
First Monday in January, 2004

**COPY**

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

S&T BANK,

Plaintiff

No. 00-99-CD

vs.

ROBERT R. HARRIS,

Defendant(s)

Costs

Int. From

Entry \$ 20.00

Instrument Default Judgment

Date of Entry May 2, 2000

Expires May 2, 2005

Certified from the record this 2nd day of May, 2000.

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20 \_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

**COPY**

NOTICE OF JUDGMENT  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL DIVISION

S&T BANK,

vs.

No. 00-99-CD

ROBERT R. HARRIS

TO: Defendant:

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$35,072.55 on the 2nd day of May, 2000.

WILLIAM A. SHAW  
PROTHONOTARY

---

William A. Shaw

Praecipe for Writ of Execution - Money Judgments.

S&T BANK,  
vs.  
ROBERT R. HARRIS,  
Plaintiff,  
Defendant.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.  
NO. 00 - 99 C.D. Term, 19

PRAECEIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;  
(2). against the following property See Exhibit "A" attached hereto and made a part hereof of defendant(s) and  
(3). against the following property in the hands of (name) garnishee;  
(4). and index this writ  
(a) against ROBERT R. HARRIS defendant(s) and  
(b) against \_\_\_\_\_, as garnishee, as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
\_\_\_\_\_  
\_\_\_\_\_

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due	\$ <u>35,072.55</u>
Interest from 12/31/99 to the date of the sale at the daily rate of \$8.5948895	\$ _____
Costs (to be added)	\$ <u>188.59</u>

GLEASON, CHERRY AND CHERRY, L.L.P.:

By Elmer W. Niche  
Attorney for Plaintiff(s)

FILED

MAY 1 2000

William A. Shaw  
Prothonotary

Proth'y. No. 63

No. 00 - 99 C.D. Term, 19 of \_\_\_\_\_ A.D., 19 \_\_\_\_\_  
No. Term, 19 at \_\_\_\_\_ M.

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Sheriff

S&T BANK,

Plaintiff,

ROBERT R. HARRIS,  
vs.

Defendant.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$35,072	55
Interest from 12/31/99		
Prothonotary - - -		
Use Attorney - - -		
Use Plaintiff - - -		
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - -		

GLEASON, CHERRY AND CHERRY, L.L.P.:

By \_\_\_\_\_ Attorney(s) for Plaintiff

Exhibit "A"

ALL that certain lot or piece of land situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post on corner of Quarry Avenue and Alley; thence along the line of Quarry Avenue 75 feet to line of land now or formerly owned by Nelson; thence along the line of said Nelson land and 75 feet distant from line of Robinson Street and at every point parallel with Robinson Street, 159 feet to line of land formerly belonging to Dinah Nelson; thence along said land 75 feet to line of Alley; thence along line of said Alley, 159 feet to post at place of beginning.

KNOWN as the Benson property and having erected thereon a two-story frame building and also erected thereon one combination two stall garage and apartment building.

FILED

MAY 02 2000  
O. J. O' BRIEN, CHERRY PD \$20.00  
William O'BRIEN  
Prothonotary  
(writs to Sheriff)  
*free*

# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

S&T BANK, Plaintiff : No. 00 - 99 C.D.  
vs. :  
ROBERT R. HARRIS, : ACTION OF MORTGAGE  
Defendant. :  
:

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights.  
If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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 TO  
FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
2nd & Market Streets  
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF \_\_\_\_\_ ) SS.

To satisfy the judgment, interest and costs against

ROBERT R. HARRIS, defendant

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_ (Name of Garnishee) as garnishee,

\_\_\_\_\_  
(Specifically describe property)  
and to notify the garnishee that

- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(3) if property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(a) Principal amount owed	\$32,175.74
(b) Interest from October 2, 1999, to December 31, 1999	1,031.39
(c) Late charges and fees	205.06
(d) Attorney's collection fee	<u>1,660.36</u>
	\$35,072.55
(e) Costs and additional interest to be added	<u>188.59</u>

WILLIAM A. SHAW, PROTHONOTARY:

By William A. Shaw  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, Plaintiff : No. 00 - 99 C.D.  
vs. : ACTION OF MORTGAGE  
ROBERT R. HARRIS, Defendant : FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

S&T BANK, Plaintiff in the above Action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located in the City of DuBois, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1. Name and address of Owners or Reputed Owners:

<u>Name</u>	<u>Address</u>
ROBERT R. HARRIS	926 Grant Street Reynoldsville, PA 15851

2. Name and address of Defendant in the Judgment:

<u>Name</u>	<u>Address</u>
ROBERT R. HARRIS	926 Grant Street Reynoldsville, PA 15851

3. Names and last known addresses of every judgment creditor whose judgment is a record lien on the real property to be sold: NONE.

4. Names and addresses of the last recorded holder of every Mortgage of record:

<u>Name</u>	<u>Address</u>
S&T BANK	456 Main Street P.O. Box D Brockway, PA 15824

5. Names and addresses of every other person who has any record lien on the property:

<u>Name</u>	<u>Address</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 230 East Market Street Suite 121 Clearfield, PA 16830

6. Names and addresses of every other person who has any record interest in the property and whose interest may be affected by the sale:

<u>Name</u>	<u>Address</u>
ALEXIS STETZ, CITY TREASURER	DuBois City Building P.O. Box 408 DuBois, PA 15801
BUREAU OF WATER, CITY OF DuBOIS	DuBois City Building P.O. Box 408 DuBois, PA 15801

The proper municipal authorities in the City of DuBois, Clearfield County,

Pennsylvania, must be contacted to obtain any unpaid bills, water or sewer charges, or amounts owing on liens and bills which may not have been placed of record in the County Courthouse.

7. Names and addresses of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale: NONE.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Paula M. Cherry  
Paula M. Cherry  
Attorneys for Plaintiff

Dated: May 1, 2000

Exhibit "A"

ALL that certain lot or piece of land situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post on corner of Quarry Avenue and Alley; thence along the line of Quarry Avenue 75 feet to line of land now or formerly owned by Nelson; thence along the line of said Nelson land and 75 feet distant from line of Robinson Street and at every point parallel with Robinson Street, 159 feet to line of land formerly belonging to Dinah Nelson; thence along said land 75 feet to line of Alley; thence along line of said Alley, 159 feet to post at place of beginning.

KNOWN as the Benson property and having erected thereon a two-story frame building and also erected thereon one combination two stall garage and apartment building.

NCW, May 8, 2000, a levy was taken on the property of the defendant. Property was posted this date.

A sale is set for Friday, July 7, 2000, at 10:00 AM.

NOW, May 8, 2000, Sheriff Thomas A. Demko of Jefferson County was deputized by Chester A. Hawkins, Sheriff of Clearfield County to serve the within Writ of Execution, Notice of Sale and copy of levy on Robert R. Harris, defendant.

NOW, May 15, 2000, served the within Writ of Execution, Notice of Sale and copy of levy on Robert R. Harris, defendant, by deputizing the Sheriff of Jefferson County. The return of Sheriff Demko is hereto attached and made part of this return.

NCW, June 5, 2000, received a fax from Paula M. Cherry, attorney for the Plaintiff, that foreclosure is to be stopped, account was brought current.

NCW, June 5, 2000, called the Courier and Legal Journal to cancel advertising.

NCW, June 28, 2000, return the Writ as no sale held, defendant brought the mortgage current, paid costs from advance and made refund of unused advance to the attorney.

SHERIFF HAWKINS \$238.82  
SURCHARGE 20.00  
PAID BY PLAINTIFF

SO ANSWERS,  
*Chester A. Hawkins*  
by Margaret H. Dutt  
CHESTER A. HAWKINS,  
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME THIS  
29th DAY OF JUNE, 2000.

*William A. Shaw*

---

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

**FILED**

JUN 29 2000

William A. Shaw  
Prothonotary *EAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

S&T BANK, vs. ROBERT R. HARRIS,	Plaintiff, Defendant.	;	No. 00 - 99 C.D. ACTION OF MORTGAGE
---------------------------------------	--------------------------	---	--

WRIT OF EXECUTION

## NOTICE

This paper is a Writ of Execution. It has been issued because  
there is a judgment against you. It may cause your property to be held or  
taken to pay the judgment. You may have legal rights to prevent your property  
from being taken. A lawyer can advise you more specifically of these rights.  
If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

(1) Fill out the attached claim form and demand for a prompt hearing. (2)

Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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 TO  
FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
2nd & Market Streets  
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF \_\_\_\_\_ ) SS.

To satisfy the judgment, interest and costs against  
ROBERT R. HARRIS, defendant

- (1) you are directed to levy upon the property of the defendant  
and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant  
not levied upon in the possession of \_\_\_\_\_  
as garnishee, \_\_\_\_\_ (Name of Garnishee)

\_\_\_\_\_  
(Specifically describe property)  
and to notify the garnishee that

- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for  
the account of the defendant and from delivering any  
property of the defendant or otherwise disposing thereof;

(3) if property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(a) Principal amount owed	\$32,175.74
(b) Interest from October 2, 1999, to December 31, 1999	1,031.39
(c) Late charges and fees	205.06
(d) Attorney's collection fee	<u>1,660.36</u>
	\$35,072.55
(e) Costs and additional interest to be added	<u>188.59</u>

RECEIVED MAY 2 2000

⑥ 12:02 PM

WILLIAM A. SHAW, PROTHONOTARY:  
Chester A. Daniels  
by Margaret H. Putt  
By William A. Shaw  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

No. 99 C.D. 2000

Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on May 15, 2000 at 11:20 o'clock A.M. served the Notice of Sheriff's Sale, Writ of Execution, Writ of Execution Notice, and Claim for Exemption upon ROBERT R. HARRIS, Defendant, at his residence, 926 Grant Street, Borough of Reynoldsville, County of Jefferson, State of Pennsylvania by handing to Jeanne Harris, his sister and adult person with whom he resides, a true copy of the Notices, Writ and Claim, and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 34.12 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 36.12
Refunded:	\$ 88.88

Sworn and subscribed

to before me this 17  
day of May 2000  
By Terry Fedigan

**PHOTONOTARY**  
**CLERK OF COURTS**  
My Commission Expires  
1st Monday of January 2002.  
Jefferson County, PA

So Answers,

Terry Fedigan Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

RECEIVED MAY 18 2000

LAW OFFICES  
GLEASON, CHERRY AND CHERRY, L.L.P.  
P. O. Box 505  
DUBois, PENNSYLVANIA 15801-0505

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1950-1990  
JAMES A. GLEASON  
1946-1975

ONE NORTH FRANKLIN STREET

AREA CODE 814  
371-5800  
FAX NUMBER  
(814) 371-0936

May 2, 2000

Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

Attention: PEGGY

RE: **S&T BANK vs. ROBERT R. HARRIS**  
**No. 00-99 C.D.**  
**No. 00-100 C.D.**

Dear Peggy:

In accordance with your telephone call to our office of even date, we are enclosing herewith Check Nos. 5243 and 5244 of Gleason, Cherry and Cherry, L.L.P., made payable to the Sheriff of Jefferson County in the sum of \$125.00 each, representing advance payment of service of the Writ in each of the above-referenced actions.

Should you require anything further, please advise.

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Paula M. Cherry*  
Paula M. Cherry

PMC:baz

Enclosures

**COPY**



456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15624 • 814-268-1130  
FAX 814-268-126

June 5, 2000

PAULA CHERRY  
GLEASON CHERRY & CHERRY  
PO BOX 505  
DUBOIS PA 15801-0505  
FAX # 814-371-0936

RE: Robert R. Harris  
Mortgage loan number 01000074664 Note number 00001  
115 Quarry Avenue, DuBois PA Property 00-99  
115 ½ Quarry Avenue, DuBois, PA Property

Dear Attorney Cherry,

Please stop the mortgage foreclosure action against the above listed. We received the arrearages in the amount of \$3,737.43 to bring the account current. Please send a bill for your services to date.

Should you have any questions, please contact me at 814-268-1117.

Sincerely,

*Carolyn M. Kurtz*  
Carolyn M. Kurtz  
Resource Recovery Officer

COP

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

NOW, \_\_\_\_\_, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_ 2000, I exposed the within described real estate of \_\_\_\_\_

to public vendue or outcry at which time and place I sold the same  
to \_\_\_\_\_  
he being the highest bidder, for the sum of \$ \_\_\_\_\_  
and made the following appropriations, viz:

## **SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION	2% 74.75
POSTAGE	2.31 + 3.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	—
DEED	30.00
ADD'L POSTING	—
ADD'L LEVY	—
ADD'L MILEAGE	<i>Done</i> 3.00
BID	—
RETURNS/DEPUTIZE	9.00
COPIES	5.00
TOTAL SHERIFF COSTS \$ 238.82	
DEED COSTS:	

**TOTAL DEED COSTS**

### DEBT & INTEREST:

AMOUNT DUE \$ 32,175.74  
INTEREST from October 2, 1999 to  
December 31, 1999 1,031.39

COSTS:  
ATTORNEY FEES \$ 1,660.36

**PRO. SATISFACTION** \_\_\_\_\_

ADVERTISING 129.60  
LATE CHARGE & FEES \$ 205.06  
TAXES-Collector \_\_\_\_\_

**TAXES-Tax Claim**

LIST OF LIENS

MORTGAGE SEARCH 5.00

COSTS 188.59

ATTORNEY COMMISSION 1,660.36

SHERIFF COST 238.85

卷之三十一

REFUND OF ADVANCE \_\_\_\_\_  
REFUND OF SURCHARGE \_\_\_\_\_

**TOTAL** \$ 313.42

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE  
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS  
FROM THIS DATE

CHESTER A. HAWKINS, SHERIFF

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

111847  
S&T BANK,

Plaintiff

No. 00-99-CD

vs.

ROBERT R. HARRIS,

Defendant(s)

Costs

Int. From

Entry \$ 20.00

Instrument Default Judgment

Date of Entry May 2, 2000

Expires May 2, 2005

Certified from the record this 2nd day of May, 2000.

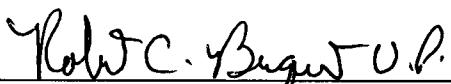


William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on June 5, 20 00, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
Plaintiff/Attorney S&T BANK

**FILED**

JUL 25 2000

William A. Shaw  
Prothonotary

FILED

JUL 25 2000  
07/31/00 Atty Cherry PD  
William A. Shaw  
Prothonotary  
\$7.50

Statement to

Atty P. Cherry  
F&G

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
CERTIFICATE OF SATISFACTION OF JUDGMENT

**COPY**

Docket No.

No. 00-99-CD

S & T BANK

Plaintiff(s)

Debt. \$35,072.55

vs.

Atty's Comm. \_\_\_\_\_

ROBERT R. HARRIS

Defendant(s)

Costs \$7.00

NOW, July 25, 2000, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this  
25th day of July A.D. 2000.



\_\_\_\_\_  
Prothonotary