

00-154-CD  
AMERICAN GENERAL CONSUMER DISCOUNT COMPANY, INC. -vs- GARY  
CLARK et ux

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

61 GARY CLARK AND LISA CLARK,  
Husband and wife,

## Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. ~~200-~~ 154 CD  
\*  
\* COMPLAINT  
\*  
\*  
\* FILED ON BEHALF OF PLAINTIFF:  
\* AMERICAN GENERAL FINANCE, INC.  
\*  
\*  
\* ATTORNEY FOR PLAINTIFF:  
\* MICHAEL A. SOSSONG, ESQUIRE  
\* 3133 NEW GERMANY ROAD  
\* SUITE NO. 59, MINI MALL  
\* EBENSBURG, PA 15931  
\* TEL. NO. (814) 472-7160  
\* SUPREME CT. I.D. #43957

**FILED**

FEB 09 2000

William A. Shaw  
Prothonotary

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

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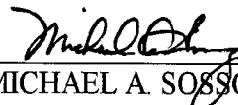
### **NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO  
NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE  
OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: (814) 765-2641

BY:

  
MICHAEL A. SOSSONG, ESQUIRE

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

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vs.

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\*  
\*  
\* NO. 2000-  
\*

### COMPLAINT

AND NOW, comes the Plaintiff, American General Consumer Discount Company, Inc., by and through its attorney, Michael A. Sossong, Esquire and files the following Complaint upon which the following is a concise summary.

1. The Plaintiff is American General Consumer Discount Company, Inc., a Pennsylvania corporation, with a principal place of business located at Plank Road Commons, 2720 Old Route 220 North, Altoona, Blair County, Pennsylvania 16601-9330, hereinafter referred to as "Plaintiff".

2. The Defendants, Gary Clark and Lisa Clark, husband and wife, are adult individuals who reside at R.D.2 Box 80, Ginter, Gulich Township, Clearfield County, Pennsylvania 16651, hereinafter referred to as "Defendants".

3. On November 7, 1997, the Defendants made, executed and delivered a Mortgage and Note on the hereinafter described premises to American General Consumer Discount Co. Inc. located at 2720 Old Rt. 220 N., Altoona, Pennsylvania 16601, in the original amount of \$33,364.71. The Mortgage was recorded in the Office of Recorder of Deeds, in and for Clearfield County, Pennsylvania on November 10, 1997 in Mortgage Book Volume 1886, Page 17, and payable as provided for in the Mortgage and Note.

True and correct copies of the aforementioned documents are attached hereto, incorporated by reference herein and marked for identification purposes collectively as Plaintiff's Exhibit "1".

4. As collateral security for the Mortgage and Note, the Defendants granted to American General Consumer Discount Company, Inc. a mortgage upon certain real estate situate in the Township of Gulich, County of Clearfield, and State of Pennsylvania more fully and particularly described as follows:

All those two certain pieces or parcels of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on land formerly owned by Martin Neering, alias Nairn, running parallel with Old Bald Eagle Pike South ninety-two (92) feet to a post; thence East two hundred and twenty-five (225) feet to a post on land of Edward Miller, deceased; thence along said lands north ninety-two (92) feet to a post on land formerly owned by Martin Neering, alias Nairn; thence along said lands two hundred twenty-five (225) feet to a post and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on lands of Edward Miller, deceased running South two hundred (200) feet to a post on land of Edward Miller, deceased, to a post on Old Bald Eagle Pike; thence West parallel with Old Bald Eagle Pike one hundred and nine (109) feet to a post; thence North two hundred (200) feet to a post on land of Edward Miller, deceased; thence East one hundred and nine (109) feet to a post and place of beginning, CONTAINING one-half acre, more or less.

BEING the same premises title to which became vested in Gary Clark and Lisa Clark, husband and wife, by deed of William C. Close, single, dated May 01, 1987, and recorded on August 20, 1993, in the Office of the Recorder of Deeds, in and for Clearfield County, Pennsylvania in Deed Book Volume 1551, Page 161.

A true and correct copy of the deed to Defendants is attached hereto, incorporated by reference herein and marked for identification purposes as Plaintiff's Exhibit "2".

5. In October, 1999, the Defendants defaulted on the Mortgage and Note, in that they failed and refused and continue to fail and refuse to make the contractually required payments to Plaintiff of \$547.32 per month.

6. The Mortgage and Note are in default because:

(a). Principal thereof became due and payable on October 13, 1999, and by the terms of the Mortgage and Note, are collectible forthwith;

(b) Interest Payments on the Mortgage and Note due on October 13, 1999, are due and have not yet been paid; and by the terms of the Mortgage and Note, upon default of such payments of interest for a period of thirty (30) days after any such payments are due, the whole of the principal and interest thereon is immediately due and payable.

7. Pursuant to the terms of the Mortgage and Note, Plaintiff has the right in the event of default in payment of the sums due therein, to declare and demand the entire amount due and owing, and require payment in full. Plaintiff also demands reasonable counsel fees and costs incurred by Plaintiff to enforce collection against the Defendants.

8. The following amounts are due on the Mortgage and Note:

Balance of principal	\$33,624.05
Interest from October 13, 1999 through January 28, 2000	\$ 972.66
Attorney's fees	<u>\$ 1,000.00</u>
<b>TOTAL DUE</b>	<b>\$35,596.71</b>

9. On December 14, 1999, a Notice of Intention to Foreclose Mortgage pursuant to the requirements of 41 P.S. § 403(a), also known as Act 6; and a Notice of the Homeowner's Emergency Mortgage Assistance Act of 1983, pursuant to the requirements of 35 P.S. §

1680.401c – 1680.411c., also known as Act 91, were served on the Defendants by United States Mail, certified, return receipt requested and Certificate of Mailing.

True and Correct copies of the Notices, the Certified Mail Return Receipt and the Certificate of Mailing are attached hereto, incorporated by reference herein and marked for identification purposes collectively as Exhibit "3".

10. As a result of the Defendants' default in making the payments required by the Mortgage and Note and after expiration of the time periods provided for in Act 6 and Act 91, Plaintiff hereby declares and demands the entire amount due and owing.

WHEREFORE, Plaintiff demands Judgment against Defendants for foreclosure and sale of the mortgaged premises in the amount of \$35,596.71, together with interest, costs and additional attorney's fees, hereafter incurred, until obligation is paid in full.

Respectfully submitted,

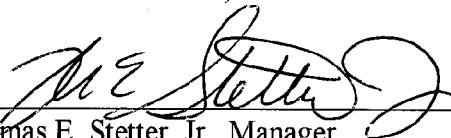
  
\_\_\_\_\_  
Michael A. Sossong, Esquire  
Attorney for Plaintiff  
3133 New Germany Road  
Suite 59, Mini Mall  
Ebensburg, PA 15931  
Tel. No. (814) 472-7160  
Supreme Ct. I.D. No. 43957

**AFFIDAVIT**

I, THOMAS E. STETTER, JR., Manager of Plaintiff, American General Finance, Inc., verify that the statements made in the foregoing COMPLAINT are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.

Dated: 2/7/00

By:   
Thomas E. Stetter, Jr., Manager

(Space Above This Line For Recording Data)

## **MORTGAGE**

Account No. 35083904

ALL THOSE TWO CERTAIN PIECES OR PARCEL SOF LAND SITUATE IN TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING at a post on land formerly owned by Martin Neering, alias Nairn, running parallel with Old Bald Eagle Pike South ninety-two (92) feet to a post; thence East two hundred and twenty-five (225) feet to a post on land of Edward Miller, deceased; thence along said lands north ninety-two (92) feet to a post on land formerly owned by Martin Neering alias Nairn; thence along said lands two hundred twenty-five (225) feet to a post and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on lands of Edward Miller, deceased running South two hundred (200) feet to a post on land of Edward Miller, deceased, to a post on old Bald Eagle Pike; thence West parallel with old Bald Eagle Pike one hundred and nine (109) feet to a post; thence North two hundred (200) feet to a post on land of Edward Miller, deceased; thence East one hundred and nine (109) feet to a post and place of beginning, CONTAINING one-half acre, more or less.

EXCEPTING AND RESERVING therefrom, all the coal, coal oil, gas, fireclay, iron ore and other minerals, in, under, and upon said land to prospect for said minerals, to mine and carry away the same, and to put such buildings, build such tram-road and such other apparatus as may be properly carrying to go through, over and upon the land herein granted, for the purpose of mining, taking away or shipping coal and other minerals from any other lands belonging to the estate of Edward Miller, deceased, without liability for any damage which may result to the within described property or the buildings thereon, excepting which may result from the exercise of the reservations herein contained in the Recording of Deeds in said County in Deed Book No. 1551, Page 161, as said premises are therein described.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, bargain, mortgage and convey the property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**PROVIDED, HOWEVER,** that if the Note and all sums secured by this Mortgage are paid in full, and Mortgagor performs all of the covenants and agreements of this Mortgage, then and in such event, this Mortgage and any estate or lien hereby granted, together with the Note, shall cease, determine, and become void.

**MORTGAGE COVENANTS.** Mortgagor and Mortgagess covenant and agree as follows:

**1. Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges (if any) as provided in the Note.

**2. Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

**3. Application of Payments.** Unless applicable law provides otherwise, Mortgagor will first apply payments received, whether or not delinquent, in the following order: (1) to any applicable credit insurance premium, (2) to any applicable late charges, (3) to any applicable prepayment penalties, (4) to any interest that has accrued, and finally (5) to the unpaid balance of principal.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

**5. Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagor; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagor and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagor. Mortgagor shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagor. Mortgagor may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Mortgagor within 30 days from the date notice is mailed by Mortgagor to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Mortgagor's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding (including, but not limited to, any bankruptcy proceeding) is commenced which materially affects Mortgagor's interest in the Property, then Mortgagor, at Mortgagor's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance is a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagor's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagor agree to other terms of payment, such amounts shall be payable upon notice from Mortgagor to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagor to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagor's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagor agree to other terms of payment, such amounts shall be payable upon notice from Mortgagor to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagor to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagor's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagor, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

EXHIBIT

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10. **Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amounts secured by this Mortgage granted by Mortgagor to any successor in interest of Mortgagor shall not operate to release, in any manner, the original Mortgagor and Mortgagor's successors in interest. Mortgagor shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagor in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Mortgagor's Copy.** Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

15. **Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagor. Mortgagor, at Mortgagor's option, may require Mortgagor to execute and deliver to Mortgagor, in a form acceptable to Mortgagor, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or any interest in it is sold or transferred (or may at its option, require immediate payment in full of all sums secured by this Mortgage). However, this option shall not be exercised by Mortgagor if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagor exercises this option, Mortgagor shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagor may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

17. **Acceleration; Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagor, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of abstracts, title reports, and documentary evidence.

18. **Assignment of Rents; Appointment of Receiver; Mortgagor in Possession.** As additional security hereunder, Mortgagor hereby assigns to Mortgagor the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Mortgagor, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Lender or the Receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagor and the receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagor shall satisfy or release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

20. **Interest Rate after Judgment.** Mortgagor agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note rate.

21. **Waiver of Exemptions.** To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagor any exemption rights permitted under applicable state or federal law with respect to the Property.

22. **Lender's Call Option.** ( ) (if checked) Notwithstanding any provisions to the contrary contained in the Note, provided the term is 60 months or more, Mortgagor hereby covenants and agrees that the Mortgagor shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than ( ) years from the date of the Note, except that Mortgagor, if it exercises such call option, shall send Mortgagor written notice thereof at least ninety (90) days (but not more than one-hundred and twenty (120) days) prior to such accelerated loan maturity date. The written notice to Mortgagor from Mortgagor will set forth therein the Mortgagor's accelerated maturity date for the loan.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.  
Signed, Sealed and Delivered in the Presence of

Nell R. Aitken Witness

Gary Clark (SEAL)

Lisa Clark (SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Blair ) SS

On this, the 7th day of November, 1997, before me Scott A Magnetti, the undersigned officer, personally appeared Gary Clark and Lisa Clark, known to me (or satisfactorily proven) to be the person whose name appears subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, thereunto set my hand and official seal.

Notary Seal  
Scott A. Magnetti, Notary Public  
Altona, Blair County  
My Commission Expires June 28, 1999  
Member, Pennsylvania Association of Notaries

Scott A. Magnetti

Title of Officer

I, Diana Stiffler, of American General Consumer Discount Co Inc, Mortgagor named in the foregoing Mortgage hereby certify that the correct residence address of said Mortgagor is 2720 Old Rt 220N, Altona, Pennsylvania.

Witness my hand this 7TH day of November, 1997

Diana Stiffler  
Agent of Mortgagor

VOL 1886 PAGE 19

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



Karen J. Stark

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 12:43 p - 11/10/17  
BY Amesbury General  
FEES 13.50

**Karen L. Starck, Recorder**

ACCOUNT NUMBER 35083904	TYPE F	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE 11/13/97	NOTE
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BORROWER(S) NAME AND ADDRESS LISA K CLARK GARY CLARK RD 2 BOX 80 GINTER, PA 16651		LENDER (WE, US, OUR) AMERICAN GENERAL CONSUMER DISCOUNT CO, INC 2720 OLD ROUTE 220 N., PLANK ROAD COMMONS ALTOONA, PA 16601-9330
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Date of Note 11/07/97	First Payment Due Date 12/13/97	Other Payments Due on Same Date of Each Month.	Final Payment Due Date 11/13/07	Amount of First Payment \$ 547.32	Amount of Balloon Payment \$ NONE	Amount of Monthly Payment \$ 547.32	Total Number of Payments 120	Term of Loan in Months 120
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ITEMIZATION OF AMOUNT FINANCED								
1. \$ 2525.99	Premium to Life Insurance Co. (Joint Coverage)	8. Appraisal for Appraisal Fee	\$ 250.00	PAID TO	T A TITLE INS			
2. \$NONE	Premium to Life Insurance Co. (Single Coverage)	9. Title Exam Fee/Title Insurance	\$ 401.75	PAID TO	T A TITLE INS			
3. \$NONE	Premium to Disability Insurance Co. (Joint Coverage)	10. Taxes Paid to Gov't. Agency	\$NONE					
4. \$NONE	Premium to Disability Insurance Co. (Single Coverage)	11. Abstract Fee	\$NONE	PAID TO				
5. \$NONE	Premium to Property Insurance Co. \$NONE	12. Paid on Prior Account with Lender	\$ 3622.63					
6. \$NONE	Paid to Public Officials for Certificate of Title Fees	13. Amount Paid to you or on your behalf itemized below	\$ 26550.84	\$ 3271.39	TO BENEFICIAL			
7. \$ 13.50	Paid to Public Officials for Recording and Releasing Fees			\$ 3534.82	CLFD CONSUME			
14. \$ 33364.71	Amount Financed (Sum of lines 1 thru 13)	A. \$ 2413.00	Points (Prepaid Finance Charge)	\$ 17024.63	COMM CREDIT			
15. \$ 32313.69	FINANCE CHARGE	B. \$NONE	Brokers Fee Prepaid FINANCE CHARGE (Paid to )	\$ 860.00	INS POLICY			
16. \$ 15.44 % ANNUAL PERCENTAGE RATE		C. \$ 29900.69	Interest	\$ 860.00	INS POLICY			
17. \$ 65678.40	Total of Payments	18. \$ 35777.71	Principal Amount of Loan (14+15A+15B)	\$ 286.14	CL TAX CLAIM			
				\$				
				\$				
				\$				
				\$ 713.86	YOU			

FOR VALUE RECEIVED the undersigned Borrower(s) jointly and severally promise to pay to the Lender named herein at the Lender's said office the principal amount of the loan shown above together with interest at the rate not to exceed the agreed rate set forth above, all of which is payable in successive monthly installments and the number and amount of said installments are shown hereon. The first of these installments is payable on the First Payment Due Date shown above. Each successive installment on the same day of each succeeding month thereafter, the final installment being due and payable on the Final Payment Due Date shown above. Each installment shall be in the amount of installments shown above, if this Note is paid according to contract. Otherwise payments shall be applied first to NSF Check Charge then to interest and then to principal, the final payment shall be equal to the unpaid principal balance plus interest accrued and unpaid at the time the final installment is paid. If this Note is not paid at maturity, the unpaid balance shall bear interest after the final payment due date at the agreed rate shown above.

If you do not make a payment by the date it is due, or if you die, or if you fail to keep any promise or agreement in this Note or in any other instrument given as security for this loan, then you are in default. If you are in default, Lender may, after notice of intention to foreclose and opportunity to cure as provided by law, demand from you immediate payment of the entire amount of the unpaid principal and accrued but unpaid interest. Lender may also exercise all other legal rights such as taking possession of any property given as security, selling other property, and applying the money received from such sale to the amounts owed. If Lender refers this Note to any attorney (who is not Lender's employee, officer or director) for collection, you shall pay a reasonable attorney fee not in excess of \$50.00 prior to commencement of foreclosure or other legal action, if such fee is actually incurred by Lender after the 30-day notice and cure period required by law. If foreclosure or other legal action is taken against you and the decision of the court is in Lender's favor, you shall pay a reasonable attorney's fee. You shall also pay to Lender all court costs and other collection cost which Lender actually incurs in connection with any collection activity. You shall also pay to Lender all court costs and other collection costs which Lender actually incurs in connection with any collection activity.

The debt represented by this Note is secured by a Mortgage executed by the Borrower(s).

In the event of default in full payment of any scheduled installment, the Lender, at its option and upon giving notice to the Borrower(s), may declare the entire unpaid balance of the Amount Financed and accrued charges thereon at once due and payable. All parties to this Note severally waive demand and presentation for payment, notice of nonpayment, notice of protest and protest of this Note. All parties agree that their liability under this Note shall not be affected by an extension of the time of payment of all or any part of the amount owing at any time or times.

**NSF CHECK CHARGE:** If the principal amount of the loan is in excess of \$50,000 we may impose a charge of \$ 20.00 plus any amount passed on from other financial institutions for each check, or similar sight order returned or dishonored for any reason.

**PREPAYMENT PENALTY:** If the principal amount of the loan is in excess of \$50,000, we may charge a prepayment penalty computed as follows: Five percent (5%) of the unpaid principal balance if prepaid during the first year from the Date of Note; or Four percent (4%) of the unpaid principal balance if prepaid during the second year from the Date of Note; or Three percent (3%) of the unpaid principal balance if prepaid during the third year from the Date of Note; or Two percent (2%) of the unpaid principal balance if prepaid during the fourth year from the Date of Note; or One percent (1%) of the unpaid principal balance if prepaid during the fifth year from the Date of Note.

For the purpose of enforcing the payment of this obligation, the holder shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this Promissory Note or so much thereof as may be requisite. Such sales may be made whenever the Lender or any assignee may direct and may be public or private with or without advertisement and with or without notice to or demand on the makers or any of them and the Lender or any assignee may become the purchaser of any or all of said collateral at any such sale.

It is understood and agreed that the holder shall not be compelled to resort first to the collateral used for the security of this obligation, but may at election require said obligation to be paid by any maker or makers, endorser or endorsers, surety or sureties herein and to this agreement said makers, endorsers and sureties hereby specifically give their assent.

**DEMAND FEATURE:** [ ] Anytime after \_\_\_\_\_ year(s) from the date of this loan, we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days (but not more than 120 days) before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted under the Note, Mortgage or Deed of Trust that secures this loan. If we elect to exercise this option, and the Note calls for a prepayment penalty, that would be due, there will be no prepayment penalty.

**SIGNATURE:** You have signed this Note on the Date of Note in the presence of the person(s) identifying themselves below as witnesses.

**NOTICE:** The following NOTICE applies if you were referred to us by a seller of consumer goods or services and a substantial portion of the proceeds of this loan is used for the purchase of consumer goods from that seller:

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**COPY RECEIVED:** You acknowledge receipt of a completely filled-in copy of this Note and a copy of the Federal Disclosure Statement on a separate sheet.

Witness: Robert R. Custer, Jr.

Lisa Clark

L.S. (Seal)

SIGNATURE OF PRINCIPAL BORROWER

Witness: Robert R. Custer, Jr.

Harry Clark

L.S. (Seal)

SIGNATURE OF OTHER BORROWER

Witness:

SIGNATURE OF OTHER BORROWER

L.S. (Seal)

038-00047 (7-21-97) PAB241 PENNSYLVANIA FIRST MORTGAGE LOANS OVER \$5,000

SIGNATURE OF OTHER BORROWER

L.S. (Seal)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Date 17-07-1987 10:30 A.M.

4-205065

Vol 1551 pg 161

N.T.B.

# This Indenture,

MADE the 18th day of May  
in the year of one thousand hundred and eighty-seven (1887)

BETWEEN WILLIAM C. CLARK, single, of Star Route, Smithfield, Clearfield County, Pennsylvania, party of the first part, GRANTOR,

A N D

CARY CLARK AND LIMA CLARK, husband and wife, as tenants by entirety,  
12th Street, Box 80, Center, Clearfield County, Pennsylvania,  
party of the second part, GRANTEES,

WITNESSETH, that in consideration of THIRTEEN THOUSAND FIVE HUNDRED AND NO INTERESTING DOLLARS, THIRTY DOLLARS,  
RECEIVED AND TO WITNESSETH RECEIVED, the said  
GRANTOR hereby grants and conveys to the said GRANTEES, as TENANTS BY ENTIRETY,

all those two certain pieces of land situate in Westmoreland County, Pennsylvania,  
as follows and described as follows:

THE FIRST PARCEL, BEGINNING at a post on land formerly owned  
by Martin Kistler, alias Kist, running parallel with old Eagle  
Bike Road south forty-two (42) feet to a post; thence west  
two hundred and twenty-five (225) feet to a post on land of  
Edward Miller, deceased, thence along said land north  
forty-nine (49) feet to a line on land formerly owned by Martin  
Kistler, alias Kist, thence along said land two hundred  
twenty-five (225) feet to a post and the place of beginning.

THE SECOND PARCEL, BEGINNING at a post on line of Edward  
Miller, deceased, running south two hundred (200) feet to a  
post on line of Edward Miller, deceased, to a post on old Eagle  
Bike Road; thence west parallel with old Eagle Bike Road  
hundred and nine (109) feet to a post; thence north  
one hundred and nine (109) feet to a post and place of  
beginning, continuing one-half west, more or less.

EXCEPTING AND RESERVING therefrom, all the coal, coal oil, gas,  
diamonds, iron ore and other minerals, in, under, and upon said land  
to be used for said mineral's, in mine and carry away the same, and  
to put new buildings, build such foundations and other other apparatus  
as may be properly carrying to or through, over and upon the land  
herein granted, for the purpose of mining, taking away or shipping  
coal and other minerals from any other lands belonging to the grantor  
or Edward Miller, deceased, without liability for any damage which  
may result to the said described property or the buildings thereon  
arising or to be caused, which may result from the exercise of the  
mining rights herein contained.

BEING the same premises which vested in William C. Clark by  
deed from Maria M. Clark, widow, dated December 11, 1882 and recorded  
in Clearfield County Deeds and Deed Book Volume 837 at page 173.

EXHIBIT

2

2025 RELEASE UNDER E.O. 14176

vol 1551, p. 102

SEARCHED        INDEXED         
SERIALIZED        FILED         
TIME        AM BY         
PER        REC'D         
Koren L. Searcy, Recorder

MINIMUM VEHICLE TAXES, 1950-51	16 PERSON TRANSFER TAX	1950-51 TRANSFERS ISSUED	12500
AMOUNT - 175.00		1950-51 TRANSFERS ISSUED	12500
PAID 2/23/51	KARL'S PLACE		
NAME	AGEN		

Dear Sirs: I am a member of the  
Clearfield County, Pennsylvania, Bar.

John D. Stinson  
Kearns, I. Stinson  
John D. Stinson

For the purpose of complying with the Act of July 15, 1957, P.L. 95, as amended, 33 P.S. 1951, 1952, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

## NOTICE

In accordance with the provisions of "The Blandford Mine Subsidence and Land Conservation Act of 1905", I/we, the undersigned grantor/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this restriction is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "Notice" printed in twenty four point type.

Winters,

— *Franklin* & *Montgomery*

Aug 23rd  
1860

Month Day Year

2013-07-12:16 8.00

Det 17-147 12:46 7-1983

Vol. 1551-163

AND THE BOLD SOUTHERN WILL SPECIALLY WARRANT AND FOREVER DEFEND THE  
PROPERTY SOONER CONVEYED.

TO MEINER WORKSHOP, the said Dealer has received and filed  
said and seal. The day and year first aforesaid.

## Structure and outcomes in the process of

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF *[redacted]* *[redacted]* 1931

On this, the 20th day of May, 1930, before me, Rita E. Patterson, a Notary Public, personally appeared WILLIAM C. CHASE, known to me to be satisfactorily proved to be the person whose name is subscribed to the within instrument, and acknowledged he has executed the same, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Rita E. Hins  
Mutiny Public

922.1. 511.5. 300.7. 4. 1970  
Santos, Coelho, C. F. A.  
A. C. 1970

1551-184

CERTIFICATE OF NOBILITY

I, hereby certify that the subject, above and place of residence of  
the Grantee herein are follows:  
A.P. P.C. Rec'd. dated. 10/19/58

REG'D. Office, Attn: F. of Director

Place and Date  
10/19/58  
Mr. & Mrs. John Doe

John

Wife of John, while

and

John Doe, his wife  
is his wife

Date: 10/19/58  
for his parents John Doe  
and wife, clear  
child care  
and  
Condition: \$12500.00

John Doe  
is now  
is clear  
on his

signature on the below for recording of Deed, see, in this for and  
deed, in date and month book vol. 1000  
witness by date - official stamp date

Key 18

John Doe

Entered of record, County of Los Angeles, California, on 10/19/58, Search Records

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME:

Lisa & Gary Clark

PROPERTY ADDRESS:

RD 2 Box 80, Ginter, PA 16651

LOAN ACCT. NO.:

35083904

ORIGINAL LENDER:

American General Consumer Disc Co

CURRENT LENDER/SERVICER:

American General Consumer Disc Co

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE:

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

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

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

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

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

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

### HOW TO CURE YOUR MORTGAGE DEFAULT (bring it up to date)

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:

RD 2 Box 80

Ginter, PA 16651

IS SERIOUSLY IN DEFAULT because:

EXHIBIT

3

STATEMENTS OF POLICY

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

October, November, & December payments of \$547.32 + late charges

Other charges (explain/itemize): Legal fees

**TOTAL AMOUNT PAST DUE:** \$1620.99 + legal fees

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

**HOW TO CURE THE DEFAULT--** You may cure the default within THIRTY (30) DAYS of the date of this notice. **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER,** which is \$ 1620.99, 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:

American General Finance Inc

2720 Old Route 220N Plank Road Commons

Altoona, PA 16601

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** American General Consumer Disc. Co.

**Address:** 2720 Old Route 220N Plank Road Commons  
Altoona, PA 16601

**Phone Number:** (814) 944-2547

**Fax Number:** (814) 944-6893

**Contact Person:** Thomas E Stetter, Jr

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**  
**SEE APPENDIX C**

**APPENDIX B**  
**Consumer Credit Counselling Agency**  
**Notification to:**

Date: December 13, 1999

**Name of Mortgagee:** American General Consumer Disc Co

**Address:** 2720 Old Route 220N, Blank Road Commons

Altoona, PA 16601

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

**Name of Applicant**

**Address**

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,  
if different from above

The counseling agency met with the above named applicant on \_\_\_\_\_ Date \_\_\_\_\_

who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from

**Name and Address of Mortgagor**

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

**Name of Counseling Agency:** \_\_\_\_\_

**Signer and Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by American General Consumer Disc. Co (hereinafter we, us or ours) on your property located at RD 2 Box 80 Ginter, PA 16651, IS IN SERIOUS DEFAULT (because you have not made the monthly payments of \$547.32 for the months of October, November, and December, and/or because \_\_\_\_\_).

Late charges (and other charges) have also accrued to this date in the amount of \_\_\_\_\_).

required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1620.99 + costs

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$1620.99 + costs, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at 2720 Old Route 220N Plank Road Commons, Altoona, PA 16601.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We 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 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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately February 2000. A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: (814) 944-2547. This payment must be in cash, cashier's check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU 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. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED.] CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST.) YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE — POSTMASTER

Received From:

American General Finance

2720 Old Rte 220 N Pleasanton	
Alton IL 62002	
Lisa & Gary Clark	
RD 2 Box 80	
Ginter PA 16651	
PS Form 3817, Mar. 1989	
00051298-09	
U.S. POSTAGE PREPAID	
AL 1980.99	
AMOUNT	
\$0.60	
UNITED STATES POSTAL SERVICE	

PS Form 3800, April 1995

2 343 538 299	
US Postal Service	
<b>Receipt for Certified Mail</b>	
No Insurance Coverage Provided.	
Do not use for International Mail (See reverse)	
Spec'd R52	Number Box 80
Post Office, State, & Zip Code	PA 16651
Lisa & Gary Clark	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing (Whom, Date, & Addressee's Address)	
TOTAL Postage & Fees	
Postmark or Date	

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article's number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

LISA & Gary Clark

RD 2 Box 80

Ginter PA 16651

4a. Article Number

2. 343.538.299

4b. Service Type

Registered  
 Express Mail  
 Return Receipt for Merchandise  
 Insured  
 COD

Certified  
 Insured  
 COD

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address

2.  Restricted Delivery

Consult postmaster for fee.

7.

Date of Delivery

12.18.99

8. Addressee's Address (Only if requested  
and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

LISA & Gary Clark  
RD 2 Box 80  
Ginter PA 16651

PS Form 3817, December 1994

10255-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC., a  
Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
husband and wife,

Defendants

COMPLAINT IN MORTGAGE FORECLOSURE

**FILED**

FEB 9 2000  
10:41 AM  
William A. Shaw  
Prothonotary  
PA \$60.00

Bcc: Sheriff

MICHAEL A. SOSSONG  
ATTORNEY AT LAW  
3133 NEW GERMANY ROAD  
SUITE 59 - MINI MALL  
EBENSBURG, PENNSYLVANIA 15931-4348

MICHAEL A. SOSSONG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN GENERAL CONSUMER  
VS  
CLARK, GARY

00-154-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW FEBRUARY 18, 2000 AT 11:15 AM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON GARY CLARK, DEFENDANT  
AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO GARY CLARK A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

NOW MARCH 7, 2000 AT 6:31 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON LISA CLARK, DEFENDANT AT  
RESIDENCE RD 2 BOX 80, GINTER, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO GARY CLARK, HUSBAND A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: NEVLING

59.65 SHFF. HAWKINS PAID BY: PLFF.  
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

14th DAY OF March 2000  
*14th March 2000*

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Herr*

CHESTER A. HAWKINS  
SHERIFF

FILED

*MAR 14 2000*  
*01916pm*  
William A. Shaw  
Prothonotary  
*EBS*

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

# COPY

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

- \* IN THE COURT OF COMMON PLEAS
- \* OF
- \* CLEARFIELD COUNTY, PENNSYLVANIA
- \*
- \*
- \* CIVIL ACTION - AT LAW
- \*
- \* IN MORTGAGE FORECLOSURE
- \*
- \*
- \* NO. 2000-154-CO
- \*
- \* COMPLAINT
- \*
- \*
- \* FILED ON BEHALF OF PLAINTIFF:
- \* AMERICAN GENERAL FINANCE, INC.
- \*
- \*
- \* ATTORNEY FOR PLAINTIFF:
- \* MICHAEL A. SOSSONG, ESQUIRE
- \* 3133 NEW GERMANY ROAD
- \* SUITE NO. 59, MINI MALL
- \* EBENSBURG, PA 15931
- \* TEL. NO. (814) 472-7160
- \* SUPREME CT. I.D. #43957

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

FEB 09 2000

Attest:

Michael A. Sossong

  
Notary  
Prothonotary

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. 2000-  
\*

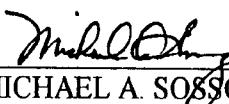
### **NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: (814) 765-2641

BY:

  
MICHAEL A. SOSSONG, ESQUIRE

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. 2000-  
\*

### COMPLAINT

AND NOW, comes the Plaintiff, American General Consumer Discount Company, Inc., by and through its attorney, Michael A. Sossong, Esquire and files the following Complaint upon which the following is a concise summary.

1. The Plaintiff is American General Consumer Discount Company, Inc., a Pennsylvania corporation, with a principal place of business located at Plank Road Commons, 2720 Old Route 220 North, Altoona, Blair County, Pennsylvania 16601-9330, hereinafter referred to as "Plaintiff".

2. The Defendants, Gary Clark and Lisa Clark, husband and wife, are adult individuals who reside at R.D.2 Box 80, Ginter, Gulich Township, Clearfield County, Pennsylvania 16651, hereinafter referred to as "Defendants".

3. On November 7, 1997, the Defendants made, executed and delivered a Mortgage and Note on the hereinafter described premises to American General Consumer Discount Co. Inc. located at 2720 Old Rt. 220 N., Altoona, Pennsylvania 16601, in the original amount of \$33,364.71. The Mortgage was recorded in the Office of Recorder of Deeds, in and for Clearfield County, Pennsylvania on November 10, 1997 in Mortgage Book Volume 1886, Page 17, and payable as provided for in the Mortgage and Note.

True and correct copies of the aforementioned documents are attached hereto, incorporated by reference herein and marked for identification purposes collectively as Plaintiff's Exhibit "1".

4. As collateral security for the Mortgage and Note, the Defendants granted to American General Consumer Discount Company, Inc. a mortgage upon certain real estate situate in the Township of Gulich, County of Clearfield, and State of Pennsylvania more fully and particularly described as follows:

All those two certain pieces or parcels of land situate in the Township of Gulich, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on land formerly owned by Martin Neering, alias Nairn, running parallel with Old Bald Eagle Pike South ninety-two (92) feet to a post; thence East two hundred and twenty-five (225) feet to a post on land of Edward Miller, deceased; thence along said lands north ninety-two (92) feet to a post on land formerly owned by Martin Neering, alias Nairn; thence along said lands two hundred twenty-five (225) feet to a post and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on lands of Edward Miller, deceased running South two hundred (200) feet to a post on land of Edward Miller, deceased, to a post on Old Bald Eagle Pike; thence West parallel with Old Bald Eagle Pike one hundred and nine (109) feet to a post; thence North two hundred (200) feet to a post on land of Edward Miller, deceased; thence East one hundred and nine (109) feet to a post and place of beginning, CONTAINING one-half acre, more or less.

BEING the same premises title to which became vested in Gary Clark and Lisa Clark, husband and wife, by deed of William C. Close, single, dated May 01, 1987, and recorded on August 20, 1993, in the Office of the Recorder of Deeds, in and for Clearfield County, Pennsylvania in Deed Book Volume 1551, Page 161.

A true and correct copy of the deed to Defendants is attached hereto, incorporated by reference herein and marked for identification purposes as Plaintiff's Exhibit "2".

5. In October, 1999, the Defendants defaulted on the Mortgage and Note, in that they failed and refused and continue to fail and refuse to make the contractually required payments to Plaintiff of \$547.32 per month.

6. The Mortgage and Note are in default because:

(a). Principal thereof became due and payable on October 13, 1999, and by the terms of the Mortgage and Note, are collectible forthwith;

(b) Interest Payments on the Mortgage and Note due on October 13, 1999, are due and have not yet been paid; and by the terms of the Mortgage and Note, upon default of such payments of interest for a period of thirty (30) days after any such payments are due, the whole of the principal and interest thereon is immediately due and payable.

7. Pursuant to the terms of the Mortgage and Note, Plaintiff has the right in the event of default in payment of the sums due therein, to declare and demand the entire amount due and owing, and require payment in full. Plaintiff also demands reasonable counsel fees and costs incurred by Plaintiff to enforce collection against the Defendants.

8. The following amounts are due on the Mortgage and Note:

Balance of principal	\$33,624.05
Interest from October 13, 1999 through January 28, 2000	\$ 972.66
Attorney's fees	<u>\$ 1,000.00</u>
<b>TOTAL DUE</b>	<b>\$35,596.71</b>

9. On December 14, 1999, a Notice of Intention to Foreclose Mortgage pursuant to the requirements of 41 P.S. § 403(a), also known as Act 6; and a Notice of the Homeowner's Emergency Mortgage Assistance Act of 1983, pursuant to the requirements of 35 P.S. §

1680.401c – 1680.411c., also known as Act 91, were served on the Defendants by United States Mail, certified, return receipt requested and Certificate of Mailing.

True and Correct copies of the Notices, the Certified Mail Return Receipt and the Certificate of Mailing are attached hereto, incorporated by reference herein and marked for identification purposes collectively as Exhibit "3".

10. As a result of the Defendants' default in making the payments required by the Mortgage and Note and after expiration of the time periods provided for in Act 6 and Act 91, Plaintiff hereby declares and demands the entire amount due and owing.

WHEREFORE, Plaintiff demands Judgment against Defendants for foreclosure and sale of the mortgaged premises in the amount of \$35,596.71, together with interest, costs and additional attorney's fees, hereafter incurred, until obligation is paid in full.

Respectfully submitted,

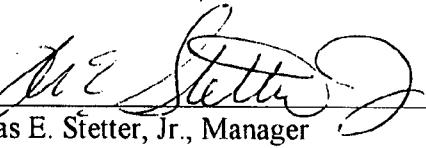
  
\_\_\_\_\_  
Michael A. Sossong, Esquire  
Attorney for Plaintiff  
3133 New Germany Road  
Suite 59, Mini Mall  
Ebensburg, PA 15931  
Tel. No. (814) 472-7160  
Supreme Ct. I.D. No. 43957

**AFFIDAVIT**

I, THOMAS E. STETTER, JR., Manager of Plaintiff, American General Finance, Inc., verify that the statements made in the foregoing COMPLAINT are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.

Dated: 2/7/00

By:   
Thomas E. Stetter, Jr., Manager

(Space Above This Line For Recording Data)

## **MORTGAGE**

Account No. 35083904

ALL THOSE TWO CERTAIN PIECES OR PARCELS OF LAND SITUATE IN TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING at a post on land formerly owned by Martin Neering, alias Nairn, running parallel with Old Bald Eagle Pike South ninety-two (92) feet to a post; thence East two hundred and twenty-five (225) feet to a post on land of Edward Miller, deceased; thence along said lands north ninety-two (92) feet to a post on land formerly owned by Martin Neering alias Nairn; thence along said lands two hundred twenty-five (225) feet to a post and the place of beginning.

THE SECOND THEREOF: BEGINNING at a post on lands of Edward Miller, deceased running South two hundred (200) feet to a post on land of Edward Miller, deceased, to a post on old Bald Eagle Pike; thence West parallel with old Bald Eagle Pike one hundred and nine (109) feet to a post; thence North two hundred (200) feet to a post on land of Edward Miller, deceased; thence East one hundred and nine (109) feet to a post and place of beginning, CONTAINING one-half acre, more or less.

EXCEPTING AND RESERVING therefrom, all the coal, coal oil, gas, fireclay, iron ore and other minerals, in, under, and upon said land to prospect for said minerals, to mine and carry away the same, and to put such buildings, build such tram-road and such other apparatus as may be properly carrying to go through, over and upon the land herein granted, for the purpose of mining, taking away or shipping coal and other minerals from any other lands belonging to the estate of Edward Miller, deceased, without liability for any damage which may result to the within described property or the buildings thereon erected which may result from the exercise of the reservations herein contained.

Being premises conveyed to said Mortgagee by Deed of Conveyance duly recorded in the Office for the Recording of Deeds in said County in Deed Book No. 1551, Page 161, as said premises are therein described.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to grant, bargain, mortgage and convey the property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**PROVIDED, HOWEVER,** that if the Note and all sums secured by this Mortgage are paid in full, and Mortgagor performs all of the covenants and agreements of this Mortgage, then and in such event, this Mortgage and any estate or lien hereby granted, together with the Note, shall cease, determine, and become void.

**MORTGAGE COVENANTS.** Mortgagor and Mortgagess covenant and agree as follows:

**MORTGAGE COVENANTS, Mortgagor and Mortgaggee covenant and agree as follows:**

- 1. Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges (if any) as provided in the Note.
- 2. Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.
- 3. Application of Payments.** Unless applicable law provides otherwise, Mortgaggee will first apply payments received, whether or not delinquent, in the following order: (1) to any applicable credit insurance premium, (2) to any applicable late charges, (3) to any applicable prepayment penalties, (4) to any interest that has accrued, and finally (5) to the unpaid balance of principal.
- 4. Prior Mortgages and Deed of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.
- 5. Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagor; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgaggee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgaggee. Mortgaggee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgaggee. Mortgaggee may make proof of loss if not made promptly by Mortgagor.

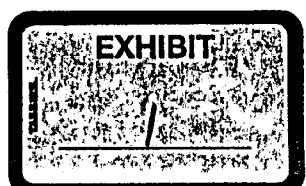
If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Mortgaggee within 30 days from the date notice is mailed by Mortgaggee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Mortgaggee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding (including, but not limited to, any bankruptcy proceeding) is commenced which materially affects Mortgaggee's interest in the Property, then Mortgaggee, at Mortgaggee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance is a condition of making the loan secured by this Mortgage, Mortgaggee may pay such insurance premiums and other expenses as are necessary to maintain the coverage in full force and effect.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagor to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagor to incur any expense or take

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection, sufficient time to allow Mortgagor to make the Property reasonably safe for inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lender which has a debt against Mortgagor.



10. **Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amounts secured by this Mortgage granted by Mortgagor to any successor in interest of Mortgagor shall not operate to release, in any manner, the original Mortgagor and Mortgagor's successors in interest. Mortgagor shall not be required to commence proceedings against such successors in interest. Any forbearance by Mortgagor in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Mortgage, (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgagor's interest in the Property to Lender under the terms of this Note, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Mortgagor's Copy.** Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

15. **Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagor. Mortgagor, at Mortgagor's option, may require Mortgagor to execute and deliver to Mortgagor, in a form acceptable to Mortgagor, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the Property or any interest in it is sold or transferred (or may at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagor if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagor exercises this option, Mortgagor shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagor may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

17. **Acceleration; Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagor, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of abstracts, title reports, and documentary evidence.

18. **Assignment of Rents; Appointment of Receiver; Mortgagor in Possession.** As additional security hereunder, Mortgagor hereby assigns to Mortgagor the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Mortgagor, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the Lender or the Receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagor and the receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagor shall satisfy or release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

20. **Interest Rate after Judgment.** Mortgagor agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law, not to exceed the Note rate.

21. **Waiver of Exemptions.** To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagor any exemption rights permitted under applicable state or federal law with respect to the Property.

22. **Lender's Call Option.** [ ] (if checked) Notwithstanding any provisions to the contrary contained in the Note, provided the term is 60 months or more, Mortgagor hereby covenants and agrees that the Mortgagor shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than ( ) years from the date of the Note, except that Mortgagor, if it exercises such call option, shall send Mortgagor written notice thereof at least ninety (90) days (but not more than one-hundred and twenty (120) days) prior to such accelerated loan maturity date. The written notice to Mortgagor from Mortgagor will set forth therein the Mortgagor's accelerated maturity date for the loan.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of

Robert R. Attebery Jr.  
Witness

Gary Clark (SEAL)

Lisa Clark (SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Blair ) SS

On this, the 7th day of November, 1997, before me Scott A. Magnetti,  
the undersigned officer, personally appeared Gary Clark and Lisa Clark,  
known to me (or satisfactorily proven) to be the person whose name appears subscribed to the within instrument, and  
acknowledged that they he executed the same for the purposes therein contained.

In witness whereof, I have countersigned my hand and official seal.

Notary Seal  
 Scott A. Magnetti, Notary Public  
 Altoona, Blair County  
 My Commission Expires June 28, 1999  
 Member, Pennsylvania Association of Notaries

Scott A. Magnetti  
Title of Officer

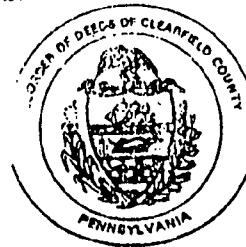
I, Diana Stiffler, of American General Consumer Discount Co Inc  
Mortgagor named in the foregoing Mortgage hereby certify that the correct residence address of said Mortgagor is 2720 Old RT 220N  
Altoona, Pennsylvania. PLANK ROAD COMMONS

Witness my hand this 7TH day of November, 1997.

Diana Stiffler  
Agent of Mortgagor

VOL 1886 PAGE 19

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



Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 12:43 p - 11-10-17  
BY Amesom General  
FEES 1350

Karen L. Starck, Recorder



**AMERICAN  
GENERAL**

ACCOUNT NUMBER <b>35083904</b>	TYPE <b>F</b>	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE <b>11/13/97</b>	NOTE
BORROWER(S) NAME AND ADDRESS <b>LISA K CLARK GARY CLARK RD 2 BOX 80 GINTER, PA 16651</b>		LENDER (WE, US, OUR) <b>AMERICAN GENERAL CONSUMER DISCOUNT CO, INC 2720 OLD ROUTE 220 N., PLANK ROAD COMMONS ALTOONA, PA 16601-9330</b>	

Date of Note	First Payment Due Date	Other Payments Due on Same Date of Each Month.	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
<b>11/07/97</b>	<b>12/13/97</b>		<b>11/13/07</b>	<b>\$ 547.32</b>	<b>\$ NONE</b>	<b>\$ 547.32</b>	<b>120</b>	<b>120</b>

ITEMIZATION OF AMOUNT FINANCED								
1. \$ <b>2525.99</b>	Premium to Life Insurance Co. (Joint Coverage)	8. Appraiser for Appraisal Fee	\$ <b>250.00</b>	PAID TO	<b>T A TITLE INS</b>			
2. \$ <b>NONE</b>	Premium to Life Insurance Co. (Single Coverage)	9. Title Exam Fee/Title Insurance	\$ <b>401.75</b>	PAID TO	<b>T A TITLE INS</b>			
3. \$ <b>NONE</b>	Premium to Disability Insurance Co. (Joint Coverage)	10. Taxes Paid to Gov't. Agency	\$ <b>NONE</b>					
4. \$ <b>NONE</b>	Premium to Disability Insurance Co. (Single Coverage)	11. Abstract Fee	\$ <b>NONE</b>	PAID TO				
5. \$ <b>NONE</b>	Premium to Property Insurance Co. \$ <b>NONE</b>	12. Paid on Prior Account with Lender	\$ <b>3622.63</b>					
6. \$ <b>NONE</b>	Paid to Public Officials for Certificate of Title Fees	13. Amount Paid to you or on your behalf itemized below	\$ <b>26550.84</b>	\$ <b>3271.39</b>	TO BENEFICIAL	\$ <b>5334.82</b>	CLFD CONSUME	
7. \$ <b>13.50</b>	Paid to Public Officials for Recording and Releasing Fees	13.75 % Agreed Rate of Charge				\$ <b>17024.63</b>	COMM CREDIT	
14. \$ <b>33364.71</b>	Amount Financed (Sum of lines 1 thru 10)	A.S. <b>2413.00</b> Points (Prepaid Finance Charge)	\$ <b>860.00</b>			\$ <b>860.00</b>	INS POLICY	
15. \$ <b>32313.69</b>	FINANCE CHARGE	B.S. <b>NONE</b> (Paid to Brokers Fee Prepaid FINANCE CHARGE)	\$ <b>860.00</b>			\$ <b>860.00</b>	INS POLICY	
16. <b>15.44 % ANNUAL PERCENTAGE RATE</b>		C.S. <b>29900.69</b> Interest	\$ <b>286.14</b>			\$ <b>286.14</b>	CL TAX CLAIM	
17. \$ <b>65678.40</b>	Total of Payments	18. \$ <b>35777.71</b> Principal Amount of Loan (14+15A+15B)	\$ <b>713.86</b>			\$ <b>713.86</b>	YOU	

FOR VALUE RECEIVED the undersigned Borrower(s) jointly and severally promise to pay to the Lender named herein at the Lender's said office the principal amount of the loan shown above together with interest at the rate not to exceed the agreed rate set forth above, all of which is payable in successive monthly installments and the number and amount of said installments are shown hereon. The first of these installments is payable on the First Payment Due Date shown above. Each successive installment on the same day of each succeeding month thereafter, the final installment being due and payable on the Final Payment Due Date shown above. Each installment shall be in the amount of installments shown above, if this Note is paid according to contract. Otherwise payments shall be applied first to NSF Check Charge then to interest and then to principal, the final payment shall be equal to the unpaid principal balance plus interest accrued and unpaid at the time the final installment is paid. If this Note is not paid at maturity, the unpaid balance shall bear interest after the final payment due date at the agreed rate shown above.

If you do not make a payment by the date it is due, or if you die, or if you fail to keep any promise or agreement in this Note or in any other instrument given as security for this loan, then you are in default. If you are in default, Lender may, after notice of intention to foreclose and unpaid interest, Lender may also exercise all other legal rights such as taking possession of any property given as security, selling other property, and applying the money received from such sale to the amounts owed. If Lender refers this Note to any attorney (who is not Lender's employee, officer or director) for collection, you shall pay a reasonable attorney fee not in excess of \$50.00 prior to commencement of foreclosure or other legal action, if such fee is actually incurred by Lender after the 30-day notice and cure period required by law. If foreclosure or other legal action is taken against you and the decision of the court is in Lender's favor, you shall pay a reasonable attorney's fee. You shall also pay to Lender all court costs and other collection cost which Lender actually incurs in connection with any collection activity. You shall also pay to Lender all court costs and other collection costs which Lender actually incurs in connection with any collection activity.

The debt represented by this Note is secured by a Mortgage executed by the Borrower(s).

In the event of default in full payment of any scheduled installment, the Lender, at its option and upon giving notice to the Borrower(s), may declare the entire unpaid balance of the Amount Financed and accrued charges thereon at once due and payable. All parties to this Note severally waive demand and presentment for payment, notice of nonpayment, notice of protest and protest of this Note. All parties agree that their liability under this Note shall not be affected by an extension of the time of payment of all or any part of the amount owing at any time or times.

**NSF CHECK CHARGE:** If the principal amount of the loan is in excess of \$50,000 we may impose a charge of \$ **20.00** plus any amount passed on from other financial institutions for each check, or similar sight order returned or dishonored for any reason.

**PREPAYMENT PENALTY:** If the principal amount of the loan is in excess of \$50,000, we may charge a prepayment penalty computed as follows: Five percent (5%) of the unpaid principal balance if prepaid during the first year from the Date of Note; or Four percent (4%) of the unpaid principal balance if prepaid during the second year from the Date of Note; or Three percent (3%) of the unpaid principal balance if prepaid during the third year from the Date of Note; or Two percent (2%) of the unpaid principal balance if prepaid during the fourth year from the Date of Note; or One percent (1%) of the unpaid principal balance if prepaid during the fifth year from the Date of Note.

For the purpose of enforcing the payment of this obligation, the holder shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this Promissory Note or so much thereof as may be requisite, or without notice to or demand on the makers or any of them and the Lender or any assignee may become the purchaser of any or all of said collateral at any such sale.

It is understood and agreed that the holder shall not be compelled to resort first to the collateral used for the security of this obligation, but may at election require said obligation to be paid by any maker or makers, endorser or endorsers, surety or sureties herein and to this agreement said makers, endorsers and sureties hereby specifically give their assent.

**DEMAND FEATURE:**  Anytime after **1** year(s) from the date of this loan, we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days (but not more than 120 days) before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted under the Note, Mortgage or Deed of Trust that secures this loan. If we elect to exercise this option, and the Note calls for a prepayment penalty, that would be due, there will be no prepayment penalty.

**SIGNATURE:** You have signed this Note on the Date of Note in the presence of the person(s) identifying themselves below as witnesses.

NOTICE: The following NOTICE applies if you were referred to us by a seller of consumer goods or services and a substantial portion of the proceeds of this loan is used for the purchase of consumer goods from that seller:

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

COPY RECEIVED: You acknowledge receipt of a completely filled-in copy of this Note and a copy of the Federal Disclosure Statement on a separate sheet.

Witness: Robert R. Clark Jr.

Lisa Clark

L.S. (Seal)

Witness: Robert R. Clark Jr.

Harry Clark

L.S. (Seal)

Witness:

038-00047 (7-21-97) PAB241 PENNSYLVANIA FIRST MORTGAGE LOANS OVER \$5,000

SIGNATURE OF OTHER BORROWER

L.S. (Seal)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Vol 1551, pg 184

CEMPLIMENT OF ASSISTANCE

I, HEREBY CERTIFY THAT THE ABOVE CONTENT AND PLACE OF ASSISTANCE OF  
THE STATEMENT HEREIN ARE AS FOLLOWS:

R.D. Box 80, Ginter, VA 24067

TRUSTEESHIP, DEFECT, PAYMENT FOR DEFECT

Public Notice  
Notice of Trust  
The Trustee has cause  
to believe that the  
trustee has cause

Deed

WILLIAM C. LUCAS, single  
AND  
GLEN CRAVEN, his wife  
1038 CRAVEN, his wife

Deed, dated 12/23/03  
for two parcels situated in  
Rockingham County, Virginia  
at the following address:  
1038 CRAVEN, his wife

Trustee: E. H. D. J.  
Attorney: J. C. C.  
is holding same  
in trust for him

RECORDATION OF DEED  
RECORDED ON THE 10TH DAY OF DECEMBER, 2003, IN THE CO. OF  
ROCKINGHAM, IN THE NAME AND NUMBER 8200 VOL. 17  
CO. REC'D. IN DATE AND NUMBER 8200 VOL. 17  
RECORDED BY DEED REC'D. OFFICIAL REC'D. DATE  
RECORDED BY DEED REC'D. OFFICIAL REC'D. DATE

RECORDED BY DEED REC'D. OFFICIAL REC'D. DATE

Entered in record, County of Rockingham, Virginia, on December 10, 2003, at 1:00 P.M. by [Signature]

10148446883 1-386 P.00/11 5-872 Jan-28-00 08:59

requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**  
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (bring it up to date)**

**NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:**

**RD 2 Box 80**

**Ginter, VA 16651**

**IS SERIOUSLY IN DEFAULT because:**

4-205065  
N.F.S.  
vol 1551 no 161

# This Indenture,

MADE this 18 day of May  
In the year Eighteen hundred and eighty-seven (1887)

between WILLIAM C. CLARK, single, of Star Route, Smithville, Clinton  
County, Pennsylvania, party of the first part, Grantor,

AND

CHARLES AND LIMA CLARK, husband and wife, as tenants by entire-  
ty, of R.R. #1, Box 80, Clinton, Clinton County, Pennsylvania,  
party of the second part, Grantees,

WITNESSETH, that in consideration of ~~one~~ TWELVE THOUSAND FIVE,  
THOUSAND AND SEVEN HUNDRED (\$12,500.00) ~~one~~ Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said  
Grantor doth hereby grant and convey to the said Grantees, as tenants  
by entirety,

all those two certain pieces of parcels of land situate in ~~Twenty~~  
in Clinton County of Clinton, Commonwealth of Pennsylvania,  
bounded and described as follows:

THE FIRST PARCEL, commencing at a post on land formerly owned  
by Martin Kressler, alias Kress, running ~~parallel~~ with Old Mill  
Road North South eighty-two (82) feet to a post; thence  
two hundred and twenty-five (225) feet to a post on land of  
Edward Miller, deceased, thence along said land north  
forty-nine (49) feet to a post on land formerly owned by Martin  
Kressler, alias Kress, thence along said land two hundred  
twenty-five (225) feet to a post and the place of beginning.

THE SECOND PARCEL, beginning at a post on land of Edward  
Miller, deceased, running south two hundred (200) feet to a  
post on land of Edward Miller, deceased, to a post on Old Mill  
Road; thence west parallel with Old Mill Road one  
hundred and nine (109) feet to a post; thence north two hundred  
(200) feet to a post on land of Edward Miller, deceased; thence  
east one hundred and nine (109) feet to a post and place of  
beginning, containing one-half acre, more or less.

EXCEPTING AND RESERVING therefrom all the coal, coal oil, gas,  
timber, iron ore and other minerals, in, under, and upon said land  
to prospect for said minerals, to mine and carry away the same, and  
to put such buildings, build such trans-roads and such other apparatus  
as may be properly carrying to go through, over and upon the land  
herein granted, for the purpose of mining, taking away or shipping  
coal and other minerals from any other lands belonging to the estate  
of Edward Miller, deceased, without liability for any damage which  
may result to the said aforesaid property or the buildings thereon  
arising or to be created, which may result from the exercise of the  
mining rights herein contained.

BEING the same premises which vested in William C. Clark by  
deed from Aaron N. Clark widow, dated December 11, 1883 and recorded  
in Clinton County Deeds and Records Book Volume 601 at page 173.

EXHIBIT

2

5. TITLE AND FIGH DATE NO. 912 353 4214

CITY OF PITTSBURGH 10145440003

vol 1551 no 102

CLEARFIELD COUNTY  
BUREAU OF RECORDS  
NAME - KEITH L. STARK  
BY - Karen L. Stark  
RECD - 1-25-87  
Karen L. Stark, Recorder

AMERICAN NATIONAL FINANCE, INC.  
10145440003  
AMOUNT - 125.00  
PAID - 125.00 - AMERICAN NATIONAL FINANCE, INC.  
Date - 1-25-87

Clearfield County, State of Pennsylvania  
is located in the Southern Cities of  
Clearfield County, Pennsylvania.



*Keith L. Stark*  
Keith L. Stark  
Recorder of Deeds

For the purpose of complying with the Act of July 15, 1957,  
P.L. 991, as amended, 33 P.S. 1551, 1957, of the General Assembly of  
Pennsylvania, and for no other purpose, there is incorporated herein

## NOTICE

In accordance with the provisions of the Bituminous Mine Subsidence and Land Conservation Act of 1950, I/we, the undersigned grantor/grantee, hereby certify that I/we know and understand that I/we may not be abating the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from mining due to mine subsidence by a private contract with the owner of the economic interest in the coal. I/we further certify that this verification is in a color contrasting with that of the deed paper and is printed in twelve point type preceded by the word "NOTICE" printed in twenty four point type.

Witness:

*Keith L. Stark*

*Keith L. Stark*

the 1<sup>st</sup> day of May 1987

THIS DOCUMENT DOES NOT FURNISH PROOF OF INSURANCE TO THE TITLE TO THIS LAND AND DOES NOT CONSTITUTE A RELEASE OF THE SURFACE LAND SUBSIDENCE OR RELATED TO MINING. IN ADDITION TO OWNERSHIP OF THE SURFACE LAND, I/WE HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF THE COAL, Lignite or Talc in their possession, however, not subject to the surface of the land and any roads, trees or other structures on or in the land. THE INCLUSION OF THIS NOTICE DOES NOT CONSTITUTE PROTECTION AGAINST LAND SUBSIDENCE OR ESTATE DISPUTES OR CREDITS, THAN I, WE, ACCEPTED OR RECOGNIZED IN THIS CONTRACT. (THE NAME OF THE BANK OR BANKS IS AT NO. 10, above, dated October 10, 1983, is omitted.)

TITLE AND NAME: ROBERT E. HAGUE

Date 17-5-60 10:48 P.M.

vol 1551 no 163

AND THE said Counter will APPLICABLY WARRANT AND FOREVER DEFEND THE  
PROPERTY hereby conveyed.

IN WITNESS WHEREOF, the said Counter has executed and this  
hand and seal, the day and year first above written.

Sealed and delivered in the  
presence of

*Franklin E. Field* *W.C. Close*  
NOTARY PUBLIC  
WILLIAM C. CLOSE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

991

ON THIS, the day of May, 1960, before me, RITA E.  
FIELD, a Notary Public, personally appeared WILLIAM C. CLOSE, known  
to me to be satisfactorily proved to be the person whose name is  
subscribed to the within instrument, and acknowledged he has executed  
the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my name and notarized  
seal.

*Rita E. Field*  
Notary Public

PA. L. Not. No. 4000  
Examined, Certified  
as Commissioner of Deeds, Pa., 1960

**STATEMENTS OF POLICY**

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

October, November, & December payments of \$547.32 + late charges

Other charges (explain/itemize): Legal fees

TOTAL AMOUNT PAST DUE: \$1620.99 + legal fees

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

**HOW TO CURE THE DEFAULT**-- You may cure the default within THIRTY (30) DAYS of the date of this notice. BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, which is \$ 1620.99, 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:

American General Finance Inc  
2720 Old Route 220N Plank Road Commons  
Altoona, PA 16601

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: American General Consumer Disc. Co.  
Address: 2720 Old Route 220N Plank Road Commons  
Altoona, PA 16601  
Phone Number: (814) 944-2547  
Fax Number: (814) 944-6893  
Contact Person: Thomas E Stetter, Jr

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**  
SEE APPENDIX C

APPENDIX B  
Consumer Credit Counseling Agency  
Notification to:

Date: December 13, 1999

Name of Mortgagee: American General Consumer Disc Co  
Address: 2720 Old Route 220N Plank Road Commons  
Altoona, PA 16601

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,  
if different from above.

The counseling agency met with the above named applicant on \_\_\_\_\_, Date \_\_\_\_\_

who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from

Name and Address of Mortgagee

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

Name of Counseling Agency: \_\_\_\_\_

Signer and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The MORTGAGE held by American General Consumer Disc. Co (hereinafter we, us or ours) on your property located at RD 2 Box 80 Ginter, PA 16651, IS IN SERIOUS DEFAULT (because you have not made the monthly payments of \$547.32 for the months of October, November, and December, and/or because \_\_\_\_\_).

Late charges (and other charges) have also accrued to this date in the amount of \_\_\_\_\_).

required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1620.99 + costs \_\_\_\_\_).

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$1620.99 + costs, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at 2720 Old Route 220N Plank Road Commons, Altoona, PA 16601 \_\_\_\_\_).

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

We 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 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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately February 2000. A notice of the date of the Sheriff sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: (814) 944-2547. This payment must be in cash, cashier's check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU 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. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED.] CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST.) YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.



AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. 00-154-CD  
\*  
\* PRAECIPE FOR DEFAULT JUDGMENT  
\*  
\*  
\* FILED ON BEHALF OF PLAINTIFF:  
\* AMERICAN GENERAL FINANCE, INC.  
\*  
\*  
\* ATTORNEY FOR PLAINTIFF:  
\* MICHAEL A. SOSSONG, ESQUIRE  
\* 3133 NEW GERMANY ROAD  
\* SUITE NO. 59, MINI MALL  
\* EBENSBURG, PA 15931  
\* TEL. NO. (814) 472-7160  
\* SUPREME CT. I.D. #43957

FILED

AUG 14 2000

118:30 AM

William A. Shaw

Prothonotary

Michael A. Sossong

NOTICE TO DEFENDANT  
COURT TO DRAFT

ED

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

\* IN THE COURT OF COMMON PLEAS  
OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
husband and wife,

\* CIVIL ACTION - AT LAW

\* IN MORTGAGE FORECLOSURE

\* NO. 00-154-CD

Defendants.

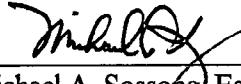
\*

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Please enter a Default Judgment in favor of the Plaintiff and against the above named Defendants,  
GARY CLARK AND LISA CLARK, in the amount of \$35,596.71, plus interest, additional costs and attorneys  
fees.

I hereby certify that pursuant to Pa. R.C.P. No. 237.1 a written Notice of Intention to Enter  
Default Judgment was mailed to the Defendants, after a Complaint was served upon the Defendants, and they  
failed to plead to the Complaint, and at least ten (10) days have elapsed prior to the filing of the within Praecipe.  
Attached hereto is an Affidavit of Service of the Complaint and an Affidavit of Mailing Notice of Intention to  
Enter Default Judgment verifying the same.

  
\_\_\_\_\_  
Michael A. Sossong, Esquire  
Attorney for Plaintiff

To the Prothonotary of said County August 4, 2000

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

\* IN THE COURT OF COMMON PLEAS  
OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff,

vs.

GARY CLARK AND LINDA CLARK,  
husband and wife,

\* CIVIL ACTION - AT LAW

\* IN MORTGAGE FORECLOSURE

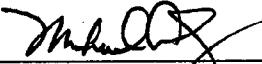
\* NO. 00-154-CD

Defendants

\*

### **AFFIDAVIT OF SERVICE**

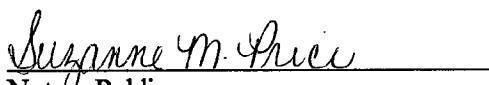
I, MICHAEL A. SOSSONG, Esquire, Attorney for the Plaintiff in the above action, American General Consumer Discount Co. Inc., a Pennsylvania corporation, being duly sworn according to law, depose and say that service of process was effectuated upon the above named Defendants, GARY CLARK AND LISA CLARK, by personal service through the Clearfield County Sheriff's Office. (COPY OF PROOF ATTACHED.)

  
\_\_\_\_\_  
Michael A. Sossong

Attorney for Plaintiff

Sworn to and subscribed before me

this 4th day of August 2000.

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Michael A. Sossong Suzanne M. Price, Notary Public  
Cambrria Twp., Cambria County  
My Commission Expires Dec. 22, 2001

**MICHAEL A. SOSSONG**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN GENERAL CONSUMER  
VS  
CLARK, GARY

00-154-CD

CD COPY

**COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS**

NOW FEBRUARY 18, 2000 AT 11:15 AM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON GARY CLARK, DEFENDANT  
AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO GARY CLARK A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ.

NOW MARCH 7, 2000 AT 6:31 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON LISA CLARK, DEFENDANT AT  
RESIDENCE RD 2 BOX 80, GINTER, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO GARY CLARK, HUSBAND A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: NEVLING

59.65 SHFF. HAWKINS PAID BY: PLFF.  
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

## SO ANSWERS,

DAY OF 1 2000

**CHESTER A. HAWKINS  
SHERIFF**

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
husband and wife

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA

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<b>U.S. POSTAL SERVICE</b> <b>CERTIFICATE OF MAILING</b> MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received from <b>MICHAEL A. SOSPONG</b> ATTORNEY AT LAW <u>3133 New Germany Road</u> <u>Suite #59 Mini Mall</u> <u>Ebensburg, PA 15931</u>	
One piece of ordinary mail addressed to: <u>Mr. and Mrs. Gary Clark</u> <u>RD 2 Box 80</u> <u>Ginter PA 16651</u>	

PS Form 3817, Mar. 1989

Affix fee here in stamps  
 or meter postage and  
 post mark. Inquire of  
 Postmaster for current  
 fee.



# Michael A. Sossong

ATTORNEY AT LAW

3133 New Germany Road, Suite 59  
Mini Mall  
Ebensburg, Pennsylvania 15931-4348  
Tel. # 814-472-7160 FAX 814-472-4533

Additional Location:  
713 Mountain Avenue  
Suite C  
Portage, PA 15946  
Tel. #814-736-9620

---

---

March 28, 2000

Mr. and Mrs. Gary Clark  
R.D. #2, Box 80  
Ginter, PA 16651

Re: American General Finance, Inc. vs. Gary Clark and Lisa Clark  
No.: 00-154-CD

Dear Mr. and Mrs. Clark:

Please find enclosed a Notice of Intent to Enter Default Judgement with regard to the above-captioned matter.

Thank you for your attention.

Sincerely,



Michael A. Sossong, Esquire

MAS/djm  
Enclosure  
cc: American General Finance, Inc.  
(w/enclosure)

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\* NO. 00-154-CD  
\*

TO: Gary Clark and Lisa Clark

R.D. #2, Box 80  
Ginter, PA 16651

DATE OF NOTICE: March 28, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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 CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND LEGAL HELP:

Office of the Prothonotary  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: (814) 765-2641

BY: *M. A. Sossong*  
MICHAEL A. SOSSONG, ESQUIRE

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.

PLAINTIFF

VS.

GARY CLARK AND LISA CLARK,  
husband and wife

DEFENDANTS,

PRAECIPE FOR DEFAULT JUDGMENT

MICHAEL A. SOSSONG  
ATTORNEY AT LAW  
3133 NEW GERMANY ROAD  
SUITE 59 - MINIMALL  
EBENSBURG, PENNSYLVANIA 15931-4348

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.

Vs.

No. 00-154-CD

GARY CLARK AND LISA CLARK

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$35,596.71 on the 14TH day of AUGUST, 2000.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.

Plaintiffs (s)

Docket: 280

No.: 00-154-CD

Real Debt: \$35,596.71

Atty's Comm:

Vs.

Costs: \$

Int. From:

GARY CLARK AND LISA CLARK  
Defendant (s)

Entry: \$20.00

Instrument: DEFAULT

Date of Entry: AUGUST 14, 2000

Expires: AUGUST 14, 2005

Certified from the record this 14TH day of AUGUST , 2000.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. 00-154-CD  
\*

**PRAECIPE FOR WRIT OF EXECUTION**

(MORTGAGE FORECLOSURE)

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter. To the Sheriff of Clearfield County  
On Property Located at: RD #2 Box 80, Ginter, Pennsylvania 16651

Amount due	\$35,596.71
Interest thru 9/8/00	1,829.57
Attorney's fees	<u>\$ 1,000.00</u>

TOTAL	\$ 38,426.28 plus interest, costs and additional attorney's fees
-------	---

  
Michael A. Sossong, Esquire  
Attorney for Plaintiff

Michael A. Sossong

**FILED**

SEP 21 2000  
01/21/05/00

William A. Shaw  
Prothonotary  
BY ATT  
6 WRITS TO ATTY

NO. 00-154-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC., a  
Pennsylvania corporation,

PLAINTIFF

GARY CLARK AND LISA CLARK, husband  
and wife,

DEFENDANTS

PRAECIPE FOR WRIT OF EXECUTION

MICHAEL A. SOSSONG  
ATTORNEY AT LAW  
3133 NEW GERMANY ROAD  
SUITE 59 - MINI MALL  
EBENSBURG, PENNSYLVANIA 15931-4348

WRIT OF EXECUTION AND/OR ATTCHMENT

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. 00-154-CD  
\*

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs due Plaintiff from Defendants in the above matter, you are directed to levy upon and sell the following described property:

RD 2 Box 80, Ginter, Pennsylvania 16651

Amount due	\$35,596.71
Interest thru 9/8/00	1,829.57
Attorney's fees	<u>\$ 1,000.00</u>
TOTAL	\$38,426.28 plus interest, costs and additional attorney's fees

P&LO P&D 198.65

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Date Sealed: 9-21-00

Received this writ this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_  
at \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party Name: American General  
Consumer Discount Company, Inc.  
Attorney Filing: MICHAEL A. SOSSONG  
3133 NEW GERMANY ROAD  
SUITE NO. 59, MINI MALL  
EBENSBURG, PA 15931  
TEL. NO. (814) 472-7160  
SUPREME CT. I.D. #43957

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\*  
\* NO. 00-154-CD  
\*

AFFIDAVIT PURSUANT TO PA. R.C.P. NO. 3129.1

American General Consumer Discount Company, Inc., a Pennsylvania corporation, Plaintiff in the above action, sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located at RD 2 Box 80, Ginter, Clearfield County, Pennsylvania 16651.

1. Name and address of owner(s) or reputed owner(s):

Gary Clark and Lisa Clark  
P.O. Box 4  
116 Lincoln Avenue  
Hyde, PA 16843

2. Name and address of Defendant(s) in the judgment:

Gary Clark and Lisa Clark  
P.O. Box 4  
1616 Lincoln Avenue  
Hyde, PA 16843

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

American General Consumer  
Discount Company, Inc.  
1228 Pleasant Valley Blvd.  
Altoona, PA 16601

FILED

OCT 04 2000  
10:45 AM  
William A. Shaw  
Prothonotary  
NO C/C

4. Name and address of the last recorded holder of every mortgage of record:

American General Consumer  
Discount Company, Inc.  
1228 Pleasant Valley Blvd.  
Altoona, PA 16601

Beneficial Consumer Discount Co.  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

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

None

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

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Houtzdale Water Authority  
Houtzdale, PA 16651

Gulich Township Municipal Authority  
Walnut Street  
P.O. Box 305  
Smithmill, PA 16680

John Matia, Tax Collector  
P.O. Box 277  
Smithmill, PA 16680

Moshannon Valley School District  
RR 1 Box 314  
Houtzdale, PA 16651

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

Dated: September 29, 2000

  
Michael A. Sossong, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY INC.

PLAINTIFF

VS

GARY CLARK AND LISA CLARK,  
husband and wife,

DEFENDANTS

AFFIDAVIT PURSUANT TO PA. R.C.P.  
NO. 3129.1

**FILED**

OCT 04 2000

10:40 AM  
M  
William A. Shaw  
Prothonotary

*gcb*

MICHAEL A. SLOSSON  
ATTORNEY AT LAW  
3133 NEW GERMANY ROAD  
SUITE 59 - MINI MALL  
EBENSBURG, PENNSYLVANIA 15931-4348

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

\* IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

\*

vs.

\*

GARY CLARK AND LISA CLARK,  
husband and wife,

\*

Defendants

\*

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AFFIDAVIT OF SERVICE

Before me, the undersigned Notary Public, personally appeared MICHAEL A. SOSSONG, ESQUIRE, who being duly sworn according to law, deposes and says that pursuant to the Affidavit Pursuant to Rule 3129.1 filed in the above matter, on the 2nd day of October, 2000, he served a copy of the Handbill in the above matter on the following parties by Certified Mail/Return Receipt Requested and regular mail with Certificate of Mailing, as indicated:

Gary Clark and Lisa Clark  
116 Lincoln Avenue  
P.O. Box 4  
Hyde, PA 16843

Certified Mail No. 7099 3220 0010 6187 0454

Beneficial Consumer Discount Co.  
1067 Pennsylvania Avenue  
Tyrone, PA 16686

Certified Mail No. 7099 3220 0010 6187 0461

Michael A. Sossong

**FILED**

OCT 30 2000

William A. Shaw  
Prothonotary

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Certified Mail No. 7099 3220 0010 6187 0478

Houtzdale Water Authority  
Houtzdale  
PA 16651

Certified Mail No. 7099 3220 0010 6187 0508

Gulich Township Municipal Authority  
P.O. Box 305  
Walnut Street  
Smithmill, PA 16680

Certified Mail No. 7099 3220 0010 6187 0492

John Matia Tax Collector  
P.O. Box 44  
Woodbury, PA 16695

Certified Mail No. 7099 3220 0010 6187 0485

Moshannon Valley School District  
RR 1 Box 314  
Houtzdale, PA 16651

Certified Mail No. 7099 3220 0010 6187 0522

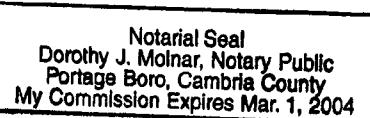
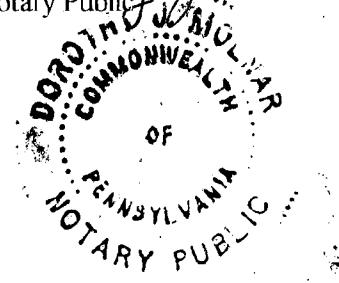
The Receipts for Certified Mail, Return Receipt Cards are attached hereto and made a part hereof.

  
Michael A. Sossong, Esquire

Sworn to and subscribed before me

this 27th day of October, 2000.

Dorothy J. Molnar  
Notary Public



Michael A. Sossong

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

GARY CLARK AND LISA CLARK  
116 LINCOLN AVENUE  
PO BOX 4  
HYDE PA 16843

2. Article Number (Copy from service label)  
7099 3220 0010 6187 0454

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

## A. Received by (Please Print Clearly)

LISA CLARK

## B. Date of Delivery

10/14/00

## C. Signature

X *Lisa Clark*

Agent  
 Addressee

## D. Is delivery address different from item 1?

Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

BENEFICIAL CONSUMER DISCOUNT CO  
1067 PENNSYLVANIA AVENUE  
TYRONE PA 16686

2. Article Number (Copy from service label)  
7099 3220 0010 6187 0461

PS Form 3811, July 1999

**COMPLETE THIS SECTION ON DELIVERY**

## A. Received by (Please Print Clearly)

B. Date of Delivery

## C. Signature

X *Lisa Clark*

Agent  
 Addressee

## D. Is delivery address different from item 1?

Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

CLEARFIELD COUNTY TAX CLAIM  
BUREAU  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830

2. Article Number (Copy from service label)  
7099 3220 0010 6187 0478

PS Form 3811, July 1999

**COMPLETE THIS SECTION ON DELIVERY**

## A. Received by (Please Print Clearly)

B. Date of Delivery

## C. Signature

X *Terrie L. Sapp*

Agent  
 Addressee

## D. Is delivery address different from item 1?

Yes  
If YES, enter delivery address below:  No

230 E. MARKET ST  
CLEARFIELD PA 16830

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

Domestic Return Receipt

102595-99-M-1789

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

HOOTZDALE WATER AUTHORITY  
HOOTZDALE  
PA 16651

**2. Article Number (Copy from service label)**  
7099 3220 0010 6187 0508

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)***John Fudrow***B. Date of Delivery**

10-09-00

**C. Signature***John Fudrow*

- Agent
- Addressee

**D. Is delivery address different from item 1?**  
If YES, enter delivery address below:PO Box 97  
16651*HO***3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

- Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

GULICH TOWNSHIP MUNICIPAL  
AUTHORITY  
PO BOX 305  
WALNUT STREET  
SMITHMILL PA 16680

**2. Article Number (Copy from service label)**  
7099 3220 0010 6187 0492

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)***SAMANTHA PAYNE*

10-4-00

**C. Signature***SAMANTHA PAYNE*

- Agent
- Addressee

**D. Is delivery address different from item 1?**  
If YES, enter delivery address below:

- No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

- Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

JOHN MATIA TAX COLLECTOR  
PO BOX 277  
SMITHMILL PA 16680

2. Article Number  
70

PS F

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

John Matia

**B. Date of Delivery**

10/9/00

**C. Signature**

X John Matia

Agent

Addressee

**D. Is delivery address different from item 1?**

If YES, enter delivery address below:  Yes  No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

102595-99-M-1789

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Moshannon Valley School District  
RR1 Box 314  
Houtzdale, PA 16651

**2. Article Number (Copy from service label)**

7099 3220 0010 6187 0522

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

Lorraine Evansky

**B. Date of Delivery**

10-24-00

**C. Signature**

X Lorraine Evansky

Agent

Addressee

**D. Is delivery address different from item 1?**

If YES, enter delivery address below:  Yes  No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC., a  
Pennsylvania corporation

Plaintiff

VS.

GARY CLARK AND LISA CLARK,  
husband and wife

Defendants

AFFIDAVIT OF SERVICE

OCT 30 2000  
10/07/1000  
William A. Shaw  
Prothonotary  
cc: a/c  
FBI

MICHAEL A. SOSSONG  
ATTORNEY AT LAW  
3133 NEW GERMANY ROAD  
SUITE 59 - MINI MALL  
EBENSBURG, PENNSYLVANIA 15931-4348

WRIT OF EXECUTION AND/OR ATTCHMENT

AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.,  
a Pennsylvania Corporation,

Plaintiff,

vs.

GARY CLARK AND LISA CLARK,  
Husband and wife,

Defendants

\* IN THE COURT OF COMMON PLEAS  
\* OF  
\* CLEARFIELD COUNTY, PENNSYLVANIA  
\*  
\* CIVIL ACTION - AT LAW  
\*  
\* IN MORTGAGE FORECLOSURE  
\*  
\* NO. 00-154-CD  
\*

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs due Plaintiff from Defendants in the above matter, you are directed to levy upon and sell the following described property:

RD 2 Box 80, Ginter, Pennsylvania 16651

Amount due	\$35,596.71
Interest thru 9/8/00	1,829.57
Attorney's fees	<u>\$ 1,000.00</u>
TOTAL	\$38,426.28 plus interest, costs and additional attorney's fees

Paid Pre 199.65

  
William A. Shaw  
Prothonotary/Clerk Civil Division

Date Sealed: 10-21-00

**COPY**

Received this writ this 4th day of  
October, 2000  
at 10:53 A.M.P.M.

Wesley A. Wentz  
Sheriff by Margaret N. Pitt

Requesting Party Name: American General  
Consumer Discount Company, Inc.  
Attorney Filing: MICHAEL A. SOSSONG  
3133 NEW GERMANY ROAD  
SUITE NO. 59, MINI MALL  
EBENSBURG, PA 15931  
TEL. NO. (814) 472-7160  
SUPREME CT. I.D. #43957

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 10294**

**AMERICAN GENERAL CONSUMER DISCOUNT CO, INC.**

**00-154-CD**

**VS.**

**CLARK, GARY**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, NOVEMBER 2, 2000, AT 11:05 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, JANUARY 5, 2000, AT 10:00 AM.**

**NOW, DECEMBER 4, 2000, AT 1:30 PM O'CLOCK SERVED THE WRIT OF EXECUTION NOTICE OF SALE AND COPY OF LEVY ON GARY CLARK, DEFENDANT, AT HIS PLACE OF RESIDENCE, 1616 LINCOLN AVENUE, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA, 16843, BY HANDING TO GARY CLARK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO THE CONTENTS THEREOF.**

**NOW, DECEMBER 4, 2000, AT 1:30 PM O'CLOCK SERVED THE WRIT OF EXECUTION NOTICE OF SALE AND COPY OF LEVY ON GARY CLARK, HUSBAND OF LISA CLARK, DEFENDANT, AT HIS PLACE OF RESIDENCE, 1616 LINCOLN AVENUE, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA, 16843, BY HANDING TO GARY CLARK, HUSBAND OF LISA CLARK, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JANUARY 5, 2000, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY ROBERTA S. BALL FOR FOURTEEN THOUSAND (\$14,000.00) DOLLARS PLUS COSTS.**

**NOW, JANURAY 5, 2001, RECEIVED CHECK #3216 FROM ROBERTA S. BALL IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND SIXTY-FOUR CENTS (\$1,665.64) FOR THE DOWNPAYMENT.**

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 10294**

**AMERICAN GENERAL CONSUMER DISCOUNT CO, INC.**

**00-154-CD**

**VS.**

**CLARK, GARY**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JANUARY 11, 2001, RECEIVED CASHIERS CHECK #774908 FROM ROBERTA S. BALL IN THE AMOUNT OF FIFTEEN THOUSAND SEVENTY-THREE DOLLARS AND FORTY-FIVE CENTS (\$15,073.45) FOR PAYMENT IN FULL OF PROPERTY.**

**NOW, JANUARY 18, 2001, RETURN WRIT AS A SALE BEING HELD WITH ROBERTA S. BALL PURCHASING THE PROPERTY FOR FOURTEEN THOUSAND DOLLARS PLUS COSTS. PAID COSTS FROM MONEY RECEIVED FROM ROBERTA S. BALL, MADE REFUND OF ADVANCE AND SURCHARGE TO THE PLAINTIFF, AND FILED DEED THIS DATE.**

**SHERIFF HAWKINS \$500.86  
SURCHARGE 40.00  
PAID BY ROBERTA S. BALL**

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10294

AMERICAN GENERAL CONSUMER DISCOUNT CO, INC.

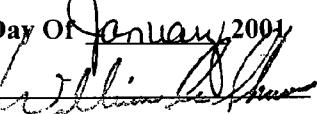
00-154-CD

VS.  
CLARK, GARY

WRIT OF EXECUTION REAL ESTATE

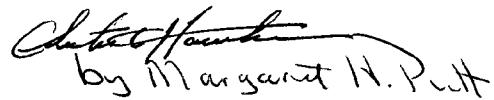
**SHERIFF RETURNS**

Sworn to Before Me This

19th Day Of January 2001  


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

So Answers,

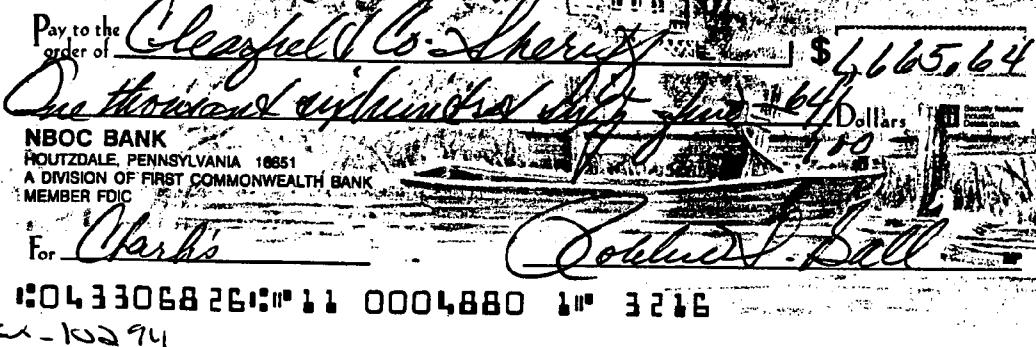
  
by Margaret H. Ruth  
Chester A. Hawkins  
Sheriff

**FILED**

JAN 19 2001  
01/19/01  
William A. Shaw ✓  
Prothonotary

ROBERT W. BALL  
ROBBIE S. BALL  
MILLER RD. PH. 814-378-5698  
R.R. 2 BOX 78  
GINTER, PA 16651

DOCUMENT INC. TO REGISTER 1-400-284-2244 COMMITTEE/SEEDS



Deposit on Duty Shut

18-01

COPY

# Cashier's Check

January 10, 2001



Central Offices,  
Indiana, Pennsylvania

774908

60-68  
433

Pay to the order of Sheriff of Clearfield County \$15,073.45

The sum of 15.073 dol's 45cts

Pay

R. Ball

Remitter

Authorized signature

774908 043306826000 1990020 8

COPY

10 Jan 01  
Recuse Leed the property as follows  
Roberta S. Ball  
(171-44-6002)  
RR 2 Box 78  
Ginter Pa 16051  
814 378-5698

No. 06-154-CD

Cashier's check enclosed for

A 15093-45

COPY

Thank-you,  
Roberta S. Ball

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JANUARY 8, 2001 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 5th day of JANUARY 2001, I ex-posed the within described real estate of GARY CLARK AND LISA CLARK, Husband and wife

to public venue or outcry at which time and place I sold the same to ROBERT W. BALL AND ROBBIE he being the highest bidder, for the sum of \$ 14,000.00 + COSTS and made the following BAL appropriations, viz:

SHERIFF COSTS:

	\$
RDR	15.00
SERVICE	15.00
MILEAGE	11.44
LEVY	15.00
MILEAGE	11.44
POSTING	15.00
CSDS	10.00
COMMISSION 2%	280.00
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	15.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	3.90
ADD'L LEVY <u>B.d.</u>	14,000.00
RETURNS/DEPUTIZE	—
COPIES	5.00

TOTAL SHERIFF COSTS \$ 14,500.24

DEED COSTS:

REG & REC	14.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	36.426

TOTAL DEED COSTS \$ 55.76

DEBT & INTEREST:

AMOUNT DUE	\$ 35,596.71
INTEREST THRU 9-8-00	1,829.57
TOTAL	\$ 37,426.28

COSTS:

ATTORNEY FEES	—
PRO SATISFACTION	—
ADVERTISING	256.52
LATE CHARGE & FEES	—
TAXES-Collector	—
TAXES-Tax Claim	1,172.80
COSTS OF SUIT-TO BE ADDED	\$
LIST OF LIENS	100.00
MORTGAGE SEARCH	12.75
COST	\$ 199.65
ATTORNEY COMMISSION	—
SHERIFF COSTS	14,500.26
LEGAL JOURNAL	65.25
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	40.00
Deed Costs	385.76

TOTAL COSTS \$ 16,739.09

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

112  
347  
AMERICAN GENERAL CONSUMER  
DISCOUNT COMPANY, INC.

Plaintiffs (s)

Docket: 280

No.: 00-154-CD

Real Debt: \$35,596.71

Atty's Comm:

Vs.

Costs: \$

113  
61  
GARY CLARK AND LISA CLARK  
Defendant (s)

Int. From:

Entry: \$20.00

Instrument: DEFAULT

Date of Entry: AUGUST 14, 2000

Expires: AUGUST 14, 2005

Certified from the record this 14TH day of AUGUST, 2000.

  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on January, 24, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
Plaintiff/Attorney

FILED

JAN 30 2001

1/11/01 atty Sossong  
William A. Shaw  
Prothonotary

pd \$7.00  
Statement Satis  
to atty 

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

7PY

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2000-00154-CD

American General Consumer Discount  
Company, Inc.

Debt: \$35,596.71

Vs.

Atty's Comm.:

Gary Clark  
Lisa Clark

Interest From:

Cost: \$7.00

NOW, Tuesday, January 30, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 30th day of January, A.D. 2001.

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Prothonotary