

00-385-CD  
DEPOSIT BANK -vs- GERALD J. MARTIN et al

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

DEPOSIT BANK, :  
Plaintiff :  
vs :  
No. 00 - 385 - CD  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

COPY

WRIT OF EXECUTION

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against  
Gerald J. Martin and Inger Martin, the above-named Defendants:

1. You are directed to levy upon the property of the  
Defendants and to sell their interests therein;
  
2. Amounts due:

(a) Total principal	\$59,029.41
(b) Interest due through May 10, 2000	4,799.14
(c) Plus continuing interest on the principal balance of \$59,029.41 at the per diem rate of \$14.5154 from May 10, 2000	<hr/>
(d) Late fees as of May 10, 2000	5,834.36
(e) Attorney's fees	750.00
(f) Costs to be added	<u>253.10</u>
(g) Sheriff's Costs	<hr/>

WILLIAM A. SHAW  
CLEARFIELD COUNTY PROTHONOTARY

Date: June 5, 2000

By: William A. Shaw

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAWS

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

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

DEPOSIT BANK, :  
Plaintiff :  
: vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) set aside in kind (specify property to be set aside in kind): \_\_\_\_\_  
\_\_\_\_\_;

(b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_.

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: \$ \_\_\_\_\_ in cash; in kind (specify property): \_\_\_\_\_.

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_;

(c) Other (specify amount and basis of exemption):  
\_\_\_\_\_.

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at \_\_\_\_\_

\_\_\_\_\_ (Address) \_\_\_\_\_ (Telephone Number) .

I verify that the statements made in this Claim for Exemption 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.

Dated: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH THE OFFICE  
OF THE SHERIFF OF CLEARFIELD COUNTY:  
CLEARFIELD COUNTY COURTHOUSE  
814-765-2641

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

(13) DEPOSIT BANK,  
Plaintiff

vs

(14) GERALD J. MARTIN and INGER  
MARTIN and THE UNITED STATES  
OF AMERICA,  
Defendants

: NO. 00 - 385 - CD  
:  
: Type of Case: CIVIL  
:  
: Type of Pleading: COMPLAINT IN  
: MORTGAGE FORECLOSURE  
:  
: Filed on Behalf of: PLAINTIFF  
:  
:  
: Counsel of Record for this Party:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: 15587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED

MAR 28 2000

William A. Shaw  
Prothonotary

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

DEPOSIT BANK, :  
Plaintiff :  
: No. 00 - - CD  
vs :  
: GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

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 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.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, PA 16830  
814-765-2641 Ex 50-51

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

DEPOSIT BANK, :  
Plaintiff :  
: No. 00 - - CD  
vs :  
: GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Deposit Bank, Plaintiff, is a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania having its principal office located at 5 N. Main Street, DuBois, PA 15801.

2. Defendants, Gerald J. Martin and Inger Martin, are adult individuals who reside at R.D. 1, Box 360, DuBois, PA 15801.

3. The Defendant, United States of America is named as a party Defendant in this action pursuant to 28 U.S.C.A. Section 2410 as a result of three (3) liens filed by the Internal Revenue Service Office located at Pittsburgh, Pennsylvania, against Defendants, Gerald J. Martin and Inger Martin in the Prothonotary's Office of Clearfield County, Pennsylvania, as follows:

(a) Federal tax lien filed on February 13, 1995 at No. 4183 in the amount of \$5,386.33.

(b) Federal tax lien filed on May 11, 1998 at No. 4528 in the amount of \$20,843.30.

(c) Federal tax lien filed on November 9, 1998 at No. 98-1358 in the amount of \$13,927.55.

Copies of said Notices of Federal Tax Lien are attached hereto, made part hereof and incorporated herein as "Exhibit A".

4. The liens of the Defendant, United States of America, are junior to the lien of the Plaintiff on the real property which is the subject of this action.

5. Pursuant to 28 U.S.C.A. Section 2410, the United States of America, as a party Defendant to this action, may be served process by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, 10th and Constitution Avenues Northwest, Washington, D.C. 20530, and by serving the process of the court with a copy on the United States Attorney for the District in which the action is brought, namely Frederick W. Thieman, United States Attorney General for the Western District of Pennsylvania, 633 U.S. Post Office and Courthouse, Pittsburgh, Pennsylvania 15219.

6. On April 1, 1991, Defendants made, executed and delivered to Plaintiff, a Mortgage Note and Mortgage upon the premises hereinafter described which Mortgage was recorded on April 4, 1991 in Clearfield County Deeds & Records Volume 1391 at page 352. A true and correct copy of said Mortgage Note and Mortgage are attached hereto, made part hereof and incorporated herein as "Exhibits B and C" respectively.

7. The premises hereinafter described and encumbered by the aforesaid Mortgage consists of property located in Sandy

Township, Clearfield County, Pennsylvania, which was conveyed to the Defendants by virtue of deed dated March 24, 1966 and recorded as aforesaid in Deeds & Records Vol. 520 at page 683, with the same being more particularly described in "Exhibit D", attached hereto, made part hereof and incorporated herein by reference.

8. The Notices pursuant to the Homeowners Emergency Mortgage Assistance Act and the thirty-day Notices required by Act No. 6, 41 P.S. Section 403 have been given to the Defendants. True and correct copies of said Notices dated July 26, 1999 are attached hereto, made part hereof and incorporated herein as "Exhibits E and F"; while the Return Receipts indicating delivery of said Notices by certified mail are attached hereto, made part hereof and incorporated herein as "Exhibit G".

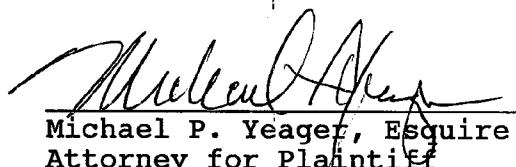
9. Said mortgage is in default because the principal payments due upon said mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage Note and Mortgage, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of said Mortgage and Notes secured thereby is:

Principal Balance	\$ 59,029.41
Interest Due through 2/15/00	3,565.31
Late Fees as of 2/15/00	5,834.36
Attorney's fees (5% of total debt)	<u>3,421.46</u>
Total due through	\$ 71,850.54

WHEREFORE, Plaintiff demands judgment in the amount of Seventy-One Thousand Eight Hundred Fifty and 54/100 (\$71,850.54)

Dollars, plus interest thereon at a per diem rate of \$14.5154 on unpaid principal balance from February 15, 2000 and costs, late fees and escrows; and for foreclosure and sale of the mortgaged property owned by Defendants, Gerald J. Martin and Inger Martin.



Michael P. Yeager, Esquire  
Attorney for Plaintiff

## Notice of Federal Tax Lien

District  Pittsburgh, PA	Serial Number  259510118	For Optional Use by Recording Office
--------------------------------	--------------------------------	--------------------------------------

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer GERALD J & INGER MARTIN  
44  
44

Residence RR 1  
DUBOIS, PA 15801-9801

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refilling (e)	Unpaid Balance of Assessment (f)
1040	12/31/90	180-26-3559	06/07/93	07/07/03	2235.71
1040	12/31/93	180-26-3559	05/23/94	06/22/04	3150.62

## Place of Filing

Clearfield Prothonotary  
Clearfield County  
Clearfield, PA 16830

Total \$ 5386.33

This notice was prepared and signed at Pittsburgh, PA, on this,

the 08th day of February, 19 95.

Signature

for

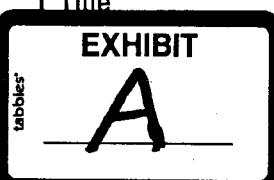
*C.W. Evans*

Title

Manager

(NOTE: Certificate of officer authorized by law to take acknowledgments  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept



the validity of Notice of Federal Tax Lien

Form 668 (Y) (Rev. 10-93)

FILED

FEB 13 1995

4/9/10am  
William A. Shaw  
Prothonotary

## Notice of Federal Tax Lien

State: **PENNSYLVANIA**

Serial Number:

233843352

For Optional Use by Recording Office

#4528 page 137

provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: **GERALD J & INGER MARTIN**Address: **RR 1 BOX 360  
DUBOIS, PA 15801-9801**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in C 6325(a).

**FILED****MAY 11 1998****William A. Shaw  
Prothonotary**

Y of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
040	12/31/1991	180-26-3559	10/05/1992	11/04/2002	
040	12/31/1991	180-26-3559	04/03/1995	05/02/2005	3574.66
040	12/31/1992	180-26-3559	04/03/1995	05/02/2005	6557.08
040	12/31/1994	180-26-3559	10/14/1996	11/13/2006	5727.14
040	12/31/1995	180-26-3559	09/30/1996	10/30/2006	4984.42

Date of Filing:

Clearfield Prothonotary  
Clearfield County  
Clearfield, PA 16830

Total \$ 20843.30

notice was prepared and signed at **Pittsburgh, PA**, on this,27th day of **April**, 1998

Signature: **E. PATRICK WILSON** Title: **Revenue Officer 29-01-1909**

NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409

## Notice of Federal Tax Lien

District PENNSYLVANIA	Serial Number 239848626	For Optional Use by Recording Office 98-1358-CD
<p>As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</p>		

Name of Taxpayer GERALD J & INGER MARTIN

44 44

Residence RR 1 BOX 360  
DUBOIS, PA 15801-9801

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
9672	12/31/1996	180-36-3559	06/29/1996	07/29/2008	13927.55

Place of Filing Clearfield Prothonotary Clearfield County Clearfield, PA 16830	Total \$ 13927.55
---	----------------------

This notice was prepared and signed at Pittsburgh, PA, on this,

the 1st day of October 1998

Signature  
for M. ARNDT

Oct 1st Title

Revenue Officer 23-01-1914

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

# Mortgage Note

\$ 141,000.00

DuBois Pennsylvania

April 1, 1991

For Value Received, GERALD J. MARTIN and INGER MARTIN, husband and wife, of Sandy Township, Clearfield County, Pennsylvania,

promises to pay to the order of DEPOSIT BANK

(hereinafter called "the Undersigned")

lawful money of the United States of America, the sum of One Hundred Forty-One Thousand

its successors or assigns, in

Dollars (\$ 141,000.00) and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows: Interest upon the unpaid principal balance, current, through January 30, 2000 at the yearly rate of 10.75%. On and after May 13, 1991 the sum of principal and interest payable every 14 days, bi-weekly, the first bi-weekly payment beginning May 13, 1991 and continuing every 14 days thereafter, until the principal and the interest are paid in full and any other charges described hereinafter that may be owed under this Mortgage Note. The bi-weekly payments shall be applied to interest before principal. If on January 30, 2000 there shall be owed amounts under this Mortgage Note, those amounts shall be paid in full, interest first and then principal. The date of January 30, 2000 shall be considered the "maturity date". The bi-weekly payments shall be in the sum of \$961.19.

and any balance of principal or interest remaining unpaid on January 30, 1991 2000 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent (6%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at DuBois,

, Pennsylvania or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Gerald J. Martin

Gerald J. Martin (SEAL)

Inger Martin (SEAL)

(SEAL)

(SEAL)

EXHIBIT

B

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**Guaranty and Suretyship Agreement**

For Value Received and intending to be legally bound, the Undersigned does hereby unconditionally guarantee and become surety for the due and punctual payment of each installment of principal of and interest on the within Mortgage Note as and when each said installment shall respectively become due and payable in accordance with the terms thereof, whether at maturity or by declaration, acceleration or otherwise, as well as all additional loans or advances and all other sums paid by any holder of said Note to or on behalf of the maker thereof pursuant to the terms of said Note or the Mortgage securing the same.

The Undersigned hereby waives any presentment for payment, notice of nonpayment, demand or protest, declares that this obligation is absolute and unconditional, and agrees that it shall not be released by any ex-guarantor and surely otherwise would or might be released.

In case default be made for the space of thirty (30) days in the payment of any sums due under said Mortgage Note, the Undersigned hereby empowers any attorney of any court of record within the United States or America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder thereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder thereof to or on behalf of the maker of said Mortgage Note pursuant to the terms thereof or of the Mortgage securing the same, together with interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

These presents shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee of said Mortgage Note, its successors and assigns. If executed by more than one person, this obligation and the undertakings hereunder shall be joint and several.

Witness the due execution hereof this

day of

, 19

Witnessed by:

(SEAL)

(SEAL)

**Mortgage  
Note**

FROM

GERALD J. MARTIN and INGER MARTIN

TO

DEPOSIT BANK

VOL 1391 PAGE 352

# Mortgage

Made this 1st day of April 19 91

Between

GERALD J. MARTIN and INGER MARTIN, husband and wife, of Sandy Township, Clearfield County, Pennsylvania,

(hereinafter, whether one or more, called "Mortgagor")

And

DEPOSIT BANK, a banking corporation with an office and place of business in the City of DuBois, Clearfield County, Pennsylvania,

(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of

One Hundred Forty-One Thousand----- Dollars (\$ 141,000.00), lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All those certain pieces or parcels of land situate, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL those certain lots or pieces of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a cut in center of State Highway Route No. 5 leading from DuBois to Reynoldsville at the Northeast corner of other lands now or formerly of George W. Ross, et al., hereinafter described; thence North 75° 14½' West 204 feet to an iron pin; thence by land now or formerly of George W. Ross, et al., of which this is a part, North 2° 51' East 150 feet to an iron pin; thence by other land now or formerly of George W. Ross, et al. (parcel No. 3 herein) South 75° 14½' East 204 feet to center of said State Road; thence in center of said State Road, South 2° 51' West 150 feet to the place of beginning. Containing .7 of an acre, more or less.

SECOND: BEGINNING at a cut in concrete State Road Route No. 5; thence North 75° 14½' West 204 feet along line of land now or formerly of Art Senard Lot to an iron pin; thence North 2° 51' East 200 feet along line of land now or formerly of Finlay (parcel No. 3 herein) to an iron pin; thence along line of land now or formerly of George W. Ross (No. 1 herein) South 75° 14½' East 204 feet to said State Road, Southerly 200 feet to cut in concrete, the Northeast corner of land now or formerly of A. Senard, the place of beginning.

THIRD: BEGINNING at an iron pin the Northwest corner of land now or formerly of George W. Ross, et al. at line of land now or formerly of M. I. McCreight; thence South 2° 51' West 300 feet to an iron pipe; thence along other lands now or formerly of M. I. McCreight, North 75° 14½' West 463.7 feet to an iron pipe corner land now or formerly of J. B. Oatman; thence by land now or formerly of Oatman, North 37° 40' West 170.6 feet to iron pipe; thence by land now or formerly of McCreight, North 34° 39' West 167.6 feet to an iron pipe; thence by land now or formerly of McCreight, South 45° West

EXHIBIT

C

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105 feet to center of private roadway of McCreight; thence by center of said Roadway and land now or formerly of Delaney, 140 feet to point at corner of land of Pifer (now or formerly Nelson); thence by said road, North  $47^{\circ} 7'$  West, 123.6 feet to a point; thence North  $24^{\circ} 27'$  West 115.9 feet to point, the Northeast corner of land of said Pifer; thence by center of said Roadway, North  $3^{\circ} 26'$  East and along other land now or formerly of McCreight, 180.5 feet to iron spike; thence along land now or formerly of McCreight, South  $86^{\circ} 19'$  East 524.7 feet to a post; thence by other land now or formerly of McCreight, North  $3^{\circ} 41'$  East, 154.3 feet to a post; thence South  $86^{\circ} 19'$  East 182.7 feet to a beech stump; thence by now or formerly of McCreight, South  $74^{\circ} 6'$  East 150 feet to an iron pipe, the Northwest corner of land now or formerly of Agnes Burfield; thence by land of said Burfield, South  $2^{\circ} 51'$  West 300 feet to an iron pipe; thence South  $74^{\circ} 6'$  East along line of land now or formerly of Agnes Burfield, 350 feet, more or less, to cut in concrete in State Road; thence along State Road in a Southerly direction, 50 feet to corner of land now or formerly of George W. Ross, et al. herein described as No. 1; thence by said land, North  $74^{\circ} 6'$  West, 200 feet, more or less, to an iron pipe, the place of beginning. Containing 12 acres, more or less.

FOURTH: BEGINNING at a post at corner of lands heretofore conveyed by said Matthew J. Finlay to the said George W. Ross and Helena E. Ross; thence in a Southerly direction along said Ross lands, 15 feet to a post; thence along other lands now or formerly of said Matthew J. Finlay, of which this was a part, in a Westerly direction 280 feet to a post; thence still along said other lands now or formerly of Matthew J. Finlay, in a Northerly direction, 15 feet to a post; thence along land now or formerly of George W. Ross, et ux. in an Easterly direction 280 feet to a post, the place of beginning.

BEING the same premises which were conveyed to Gerald J. Martin, et ux. by deed of Vernon O. Wilson, et ux., dated March 25, 1966, and recorded at Clearfield, Pennsylvania, in Deed Book No. 520, page 683.

THE SECOND THEREOF: ALL that certain piece or parcel of land situate in the First Ward of the City of Oil City, County of Venango, Pennsylvania, being marked and numbered on the plan of lots of William Hassen as Lot No. 8516, said lot being more particularly bounded and described as follows:

On the North by Lot No. 8515; on the East by Mint Alley; on the South by Lot No. 8517; and on the West by Cedar Avenue. Having a frontage of 50 feet on Cedar Avenue and extending back of uniform width a distance of 140 feet to Mint Alley.

BEING the same premises which were conveyed to Gerald J. Martin, et ux. by deed of Corrine B. Martin, dated June 26, 1986, and recorded in the Office of the Recorder of Deeds of Venango County, Pennsylvania, in Deed Book No. 888, page 164.

#### NOTICE

To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554) notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

Together with the buildings and improvements erected thereon, the appurtenances thereto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest hereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the Mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

(7) Mortgagor agrees not to transfer title to the mortgaged premises unless the Mortgagee consents in writing to such transfer. A transfer to the heirs or devisees of the Mortgagor in the event of the Mortgagor's death shall not come within the prohibition of the foregoing sentence.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:

Dolores M. Goyke

,,

Gerald J. Martin (SEAL)  
Inger Martin (SEAL)

(SEAL)

(SEAL)

Commonwealth of Pennsylvania  
County of Clearfield } ss.

VOL 1391 PAGE 355

On this, the 1st day of April, 1991, before me,  
a Notary Public, the undersigned officer, personally appeared GERALD J. MARTIN and INGER MARTIN  
satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage,  
and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal:

My commission expires:

NOTARIAL SEAL  
Dolores F. Yohe, Notary Public  
City of DuBois, Clearfield County, PA.  
My Commission Expires March 7, 1995

*Dolores F. Yohe*



Commonwealth of Pennsylvania  
County of } ss.

On this, the day of , 19 , before me,  
the undersigned officer, personally appeared  
satisfactorily proven to me to be the person whose name  
and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

*Mortgage*

FROM

GERALD J. MARTIN and INGER  
MARTIN

TO  
DEPOSIT BANK

CLEARFIELD COUNTY  
RECORDED OF RECORD 4-4-91  
TIME: 10:30 AM  
BY *A.S. Guido*  
FEES *13.50*  
Michael R. Lytle, Recorder

Certificate of Residence of Mortgagor

I do hereby certify that the precise residence and complete post office address of the  
within mortgagor is P. O. Box 607A, DuBois, PA 15801

*Anthony J. Guido*

Attorney for Mortgagors

Commonwealth of Pennsylvania  
County of Clearfield } ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the  
4th day of April, 1991, in Mortgage Book  
Volume 1391, page 352

*Deed & Records*

My Commission Expires  
First Monday in January, 1992

Witness my hand and the seal of said office the day and year aforesaid.

*Michael R. Lytle*

Recorder.

All those certain pieces or parcels of land situate, bounded and described as follows, to wit:

THE FIRST THEREOF: All those certain lots or pieces of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a cut in center of State Highway Route No. 5 leading from DuBois to Reynoldsville at the Northeast corner of other lands now or formerly of George W. Ross, et al., hereinafter described; thence North 75° 14' West 204 feet to an iron pin; thence by land now or formerly of George W. Ross, et al., of which this is a part, North 2° 51' East 150 feet to an iron pin; thence by other land now or formerly of George W. Ross, et al. (parcel No. 3 herein) South 75° 14' East 204 feet to center of said State Road; thence in center of said State Road, South 2° 51' West 150 feet to the place of beginning. Containing .7 of an acre, more or less.

SECOND: BEGINNING at a cut in concrete State Road Route No. 5; thence North 75° 14' West 204 feet along line of land now or formerly of Art Senard Lot to an iron pin; thence North 2° 51' East 200 feet along line of land now or formerly of Finlay (parcel No. 3 herein) to an iron pin; thence along line of land now or formerly of George W. Ross (No. 1 herein) South 75° 14' East 204 feet to cut in concrete in center of State Road; thence by the center of said State Road, Southerly 200 feet to cut in concrete, the Northeast corner of land now or formerly of A. Senard, the place of beginning.

THIRD: BEGINNING at an iron pin the Northwest corner of land now or formerly of George W. Ross, et al. at line of land now or formerly of M. I. McCreight; thence South 2° 51' West 300 feet to an iron pipe; thence along other lands now or formerly of M. I. McCreight, North 75° 14' West 463.7 feet to an iron pipe corner land now or formerly of J. B. Oatman; thence by land now or formerly of Oatman, North 37° 40' West 170.6 feet to iron pipe; thence by land now or formerly of McCreight, North 34° 39' West 167.6 feet to an iron pipe; thence by land now or formerly of McCreight, South 45° West 105 feet to center of private roadway of McCreight; thence by center of said Roadway and land now or formerly of Delancy, 140 feet to point at corner of land of Pifer (now or formerly Nelson); thence by said road, North 47° 7' West, 123.6 feet to a point; thence North 24° 27' West 115.9 feet to point, the Northeast corner of land of said Pifer; thence by center of said Roadway, North 3° 26' East and along other land now or formerly of McCreight, 180.5 feet to iron spike; thence along land now or formerly of McCreight, South 86° 19' East 524.7 feet to a post; thence by other land now or formerly of McCreight, North 3° 41' East, 154.3 feet to a post; thence South 86° 19' East 182.7 feet to a beech stump; thence by said land, South 3° 41' West 154.3 feet to a post; thence by land now or formerly of McCreight, South 74° 6' East 150 feet to an iron pipe, the Northwest corner of land now or formerly of Agnes Burfield; thence by land of said Burfield, South 2° 51' West 300 feet to an iron pipe; thence South 74° 6' East along line of land now or formerly of Agnes Burfield, 350 feet, more or less, to cut in concrete in State Road; thence along State Road in a Southerly direction, 50 feet to corner of land now or formerly of George W. Ross, et al. herein described as No. 1; thence by said land, North 74° 6' West, 200 feet, more or less, to an iron pipe, the place of beginning. Containing 12 acres, more or less.

FOURTH: BEGINNING at a post at corner of lands heretofore conveyed by said Matthew J. Finlay to the said George W. Ross and Helena E. Ross; thence in a Southerly direction along said Ross lands, 15 feet to a post; thence along other lands now or formerly of said Matthew J. Finlay, of which this was a part, in a Westerly direction 280 feet to a post; thence still along said other lands now or formerly of Matthew J. Finlay, in a Northerly direction, 15 feet to a post; thence along land now or formerly of George W. Ross, et ux. in an Easterly direction 280 feet to a post, the place of beginning.

BEING the same premises which were conveyed to Gerald J. Martin, et ux. by deed of Vernon O. Wilson, et ux., dated March 25, 1966, and recorded at Clearfield, Pennsylvania, in Deed Book No. 520, page 683.

EXHIBIT

tables

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Date: July 26, 1999

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Gerald Martin

PROPERTY ADDRESS: RR 1 Box 360, Dubois PA 15801

LOAN ACCT. NO.: 001-010-621-6

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: FCB

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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



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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your 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:  
RR 1 Box 506, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May \$25,985.43 June \$1,489.71 and July \$1,711.44

Other charges (explain/itemize): Late fees of \$3,756.72

**TOTAL AMOUNT PAST DUE: \$32,943.30**

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

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**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 \$32,943.30 , 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:

**FIRST COMMONWEALTH BANK**  
**PO BOX 400, FCP-LOWER LEVEL**  
**INDIANA PA 15701**

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.)**

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**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 one (1) month 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: Deposit Bank  
Address: PO Box 400, Indiana PA 15701  
Phone Number: 1-800-221-8605  
Fax Number: (724) 463-5665  
Contact Person: Dean Hudec

**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 X 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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**  
**1954 Mary Grace Lane**  
**Johnstown, PA 15901**  
**(814) 535-6556**  
**FAX # (814) 539-1688**

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

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**  
**500-02 3rd Avenue**  
**P.O. Box 278**  
**Duncansville, PA 16635**  
**(814) 696-3546**

Date: July 26, 1999

# 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.*

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\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Inger Martin

PROPERTY ADDRESS: RR 1 Box 360, Dubois PA 15801

LOAN ACCT. NO.: 001-010-621-6

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: FCB

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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**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.)*

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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 \$32,943.30, 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:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

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 one (1) month 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:** Deposit Bank  
**Address:** PO Box 400, Indiana PA 15701  
**Phone Number:** 1-800-221-8605  
**Fax Number:** (724) 463-5665  
**Contact Person:** Dean Hudec

**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 X 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)**

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

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

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee):  1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery
3. Article Addressed to:  <i>Gerald Martin RR 1 Box 300 Dubois PA 15801</i>	4a. Article Number  <i>Z 302 054 882</i>	
	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
	7. Date of Delivery  <i>7/28/99</i>	
5. Received By: (Print Name)	8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Addressee or Agent)  <i>* Inger Martin</i>		

PS Form 3811, December 1994

102595-99-B-0223 Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee):  1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery
3. Article Addressed to:  <i>Inger Martin RR 1 Box 300 Dubois PA 15801</i>	4a. Article Number  <i>Z 302 054 883</i>	
	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
	7. Date of Delivery  <i>7/29/99</i>	
5. Received By: (Print Name)	8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Addressee or Agent)  <i>* Inger Martin</i>		

PS Form 3811, December 1994

102595-99-B-0223 Domestic Return Receipt

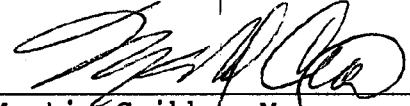
Thank you for using Return Receipt Service.



VERIFICATION

I, MARTIN CRIBBS, Manager, Special Assets Retail Department of FIRST COMMONWEALTH BANK, being duly authorized to make this Verification, have read the foregoing Complaint. The statements therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Martin Cribbs, Manager  
Special Assets Retail Department  
FIRST COMMONWEALTH BANK

*Recd*  
FILED

MAR 28 2010  
03/38/10  
William K. Shaw  
Prothonotary  
PA 580.00  
Acc atty wages

MICHAEL P. YEAGER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK

00-385-CD

VS

MARTIN, GERALD J.

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MARCH 30, 2000 AT 10:53 AM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON INGER MARTIN, DEFENDANT  
AT RESIDENCE, RD#1 BOX 360, DUBOIS, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO INGER MARTIN A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND  
MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/COUDRIET.

NOW MARCH 30, 2000 AT 10:53 AM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON GERALD J. MARTIN,  
DEFENDANT AT RESIDENCE, RD#1 BOX 360, DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO INGER MARTIN, WIFE A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/COUDRIET.

NOW APRIL 3, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT BY CERT.  
MAIL # Z 296 062 154 AT ATTORNEY GENERAL OF THE U.S., ROOM  
5111, MAIN JUSTICE BLDG., 10TH & CONSTITUTION AVE. NW,  
WASHINGTON, D.C. 20530 BEING THEIR LAST KNOWN ADDRESS. THE  
RETURN RECEIPT IS HERETO ATTACHED AND MADE PART OF THIS  
RETURN ENDORSED BY AGENT FOR DEFENDANT.

NOW MARCH 29, 2000, PETER DEFAZIO, SHERIFF OF ALLEGHENY  
COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF  
CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT

NOW APRIL 5, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE ON UNITED STATES OF AMERICA, U.S. ATTORNEY  
GENERAL, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY  
COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED  
AND MADE A PART OF THIS RETURN STATING THAT HE SERVED AGENT  
FOR DEFENDANT.

MICHAEL P. YEAGER

DEPOSIT BANK  
VS  
MARTIN, GERALD J.

00-385-CD

CHARGES

COMPLAINT IN MORTGAGE FORECLOSURE

61.60 SHFF. HAWKINS PAID BY: ATTY.  
28.50 SHFF. DEFAZIO PAID BY: ATTY.  
3.00 NOTARY PAID BY: ATTY.  
40.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

20th DAY OF April 2000  
William A. Shaw

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

SO ANSWERS,

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

FILED

APR 20 2000  
1:33 pm.  
William A. Shaw  
Prothonotary  
*EAS*

PETER R. DEFAZIO  
Sheriff

**ALLEGHENY COUNTY SHERIFF'S DEPARTMENT**  
436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700

*DS*  
DENNIS SKOSNIK  
Chief Deputy

PLAINTIFF DEPOSIT BANK

VS.

DEFT. GERALD J. MARTIN a1

ADD. DEFT. SERVE: U.S.A., Frederick W. Thieman, ~~XXXXXX~~

ADD. DEFT. U.S. Atty. Gen. for Western District ~~XXX~~

GARNISHEE 633 U.S. Post Office & Courthouse

ADDRESS Pittsburgh, Pa. 15219

MUNICIPALITY or CITY WARD

ATTY.

DATE: 19

ADDRESS PO Box 152, 110 N. 2nd St.

ATTY'S Phone 765-9611

*Michael P. Yeager*  
Clearfield, Pa. Pa. 16830

INDICATE TYPE OF SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  CERT. MAIL  POSTED  OTHER  LEVY  SEIZED & STORE

Now. March 29 192000, SHERIFF OF ~~ALLEGHENY~~ COUNTY, PA do hereby depose the Sheriff of

ALLEGHENY County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomsoever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**SHERIFF'S OFFICE USE ONLY**

I hereby CERTIFY AND RETURN that on the 5 day of April 2000 at 10:05 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_
- Adult in charge of Defendant's residence who refused to give name or relationship. \_\_\_\_\_
- Manager/Clerk of place of lodging in which Defendant(s) reside(s). \_\_\_\_\_
- Agent or person in charge of Defendant(s) office or usual place of business. \_\_\_\_\_
- Other Nicola Conda
- Property Posted \_\_\_\_\_

Defendant not found because:  Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

Certified Mail  Receipt \_\_\_\_\_  Envelope Returned \_\_\_\_\_  Neither receipt or envelope returned: writ expired \_\_\_\_\_

Regular Mail Why \_\_\_\_\_

You are hereby notified that on \_\_\_\_\_, 19\_\_\_\_\_, levy was made in the case of \_\_\_\_\_  
Possession/Sale has been set for \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock.

**YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.**

ATTEMPTS \_\_\_\_\_

*APR 07 2000*

**PETER R. DEFAZIO, Sheriff**

*Sheila R. O'Brien*  
Notarial Seal  
Sheila R. O'Brien, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires June 19, 2000

Additional Costs Due \$ \_\_\_\_\_, This is placed  
on writ when returned to Prothonotary. Please check before  
satisfying case.

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney

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

DEPOSIT BANK,  
Plaintiff

vs

GERALD J. MARTIN and INGER  
MARTIN and THE UNITED STATES  
OF AMERICA,  
Defendants

: NO. 00 - 385 - CD  
:  
: Type of Case: CIVIL  
:  
: Type of Pleading: COMPLAINT IN  
: MORTGAGE FORECLOSURE  
:  
: Filed on Behalf of: PLAINTIFF  
:  
:  
: Counsel of Record for this Party:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: 15587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED

MAY 05 2000

William A. Shaw  
Prothonotary

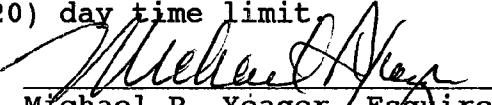
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, :  
Plaintiff :  
: No. 00 - 385 - CD  
vs :  
:   
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
|

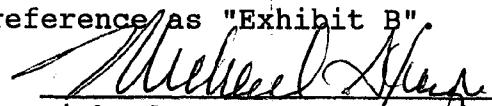
PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter default judgment in the amount of Seventy-One Thousand Eight Hundred Fifty and 54/100 (\$71,850.54) Dollars together with interest, costs and attorneys commission on the above-captioned Defendants, Gerald J. Martin and Inger Martin, due to their failure to enter an appearance or file an Answer within the allotted twenty (20) day time limit.

  
Michael P. Yeager, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for default judgment was mailed to the above-named Defendants, Gerald J. Martin and Inger Martin, after default on April 20, 2000, at least ten (10) days prior to the filing of the within Praecipe. A copy of the aforesaid Notice is attached hereto, made a part hereof and incorporated herein by reference as "Exhibit A". A Certificate of Mailing indicating the date of said mailing is attached hereto, made a part hereof and incorporated herein by reference as "Exhibit B".

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

**COPY**

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

DEPOSIT BANK, :  
Plaintiff :  
vs : No. 00 - 385 - CD  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :

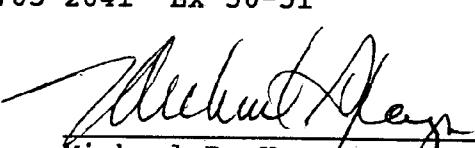
To: GERALD J. MARTIN  
R.D. 1, Box 360  
DuBois, PA 15801

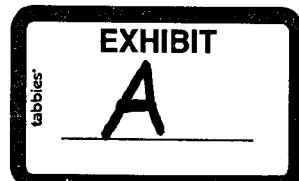
Date of Notice: April 20, 2000

**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 CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pennsylvania 16830  
Telephone: 814-765-2641 Ex 50-51

  
\_\_\_\_\_  
Michael P. Yeager, Esquire  
Attorney for Plaintiff  
P.O. Box 752  
Clearfield, PA 16830



**COPY**

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

DEPOSIT BANK, :  
Plaintiff :  
vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

To: INGER MARTIN  
R.D. 1, Box 360  
DuBois, PA 15801

Date of Notice: April 20, 2000

**IMPORTANT NOTICE**

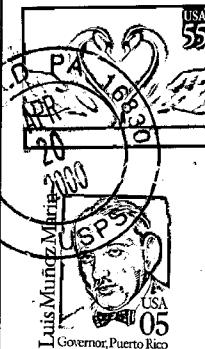
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pennsylvania 16830  
Telephone: 814-765-2641 Ex 50-51

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff  
P.O. Box 752  
Clearfield, PA 16830

<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:		
<u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u>		
One piece of ordinary mail addressed to:		
<u>Gerald J. Martin</u> <u>R.D. 1, Box 360</u> <u>DuBois, PA 15801</u>		

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



PS Form 3817, Mar. 1989

<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:		
<u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u>		
One piece of ordinary mail addressed to:		
<u>Inger Martin</u> <u>R.D. 1, Box 360</u> <u>DuBois, PA 15801</u>		

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



PS Form 3817, Mar. 1989



FILED

MAX 05 2000  
012321-474 Weager PD \$20.00  
William A. Shaw  
Prothonotary

Not to Ds: G. Martin  
T. Martin  
USA

Statement to M. Weager, Esq.

82

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

COPY

DEPOSIT BANK, :  
Plaintiff :  
vs : No. 00 - 385 - CD  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

Notice is given that a JUDGMENT in the above-captioned  
matter has been entered against you in the amount of \$71,850.54  
on May 5, 2000.

William A. Shaw, Prothonotary

By \_\_\_\_\_

**COPY**

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

DEPOSIT BANK, :  
Plaintiff :  
vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

Notice is given that a JUDGMENT in the above-captioned matter has been entered against THE UNITED STATES OF AMERICA in accordance with the Consent Judgment entered by the Court on April 28, 2000, a copy of which is attached hereto.

William A. Shaw, Prothonotary

By \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

DEPOSIT BANK, )  
Plaintiff, )  
vs. ) No. 00-385-CD  
GERALD J. MARTIN and INGER )  
MARTIN and THE UNITED STATES )  
OF AMERICA, )  
Defendants. )

CONSENT JUDGMENT

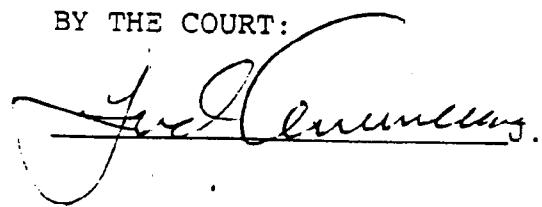
AND NOW, to wit, this 28 day of April,  
2000, it appearing that counsel for plaintiff and counsel for  
defendant, United States of America, have consented to the entry  
of the within Order on behalf of their respective clients, it is  
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered  
in favor of the plaintiff and against the United States of  
America for foreclosure of the mortgage of plaintiff in the  
within cause and for sale of the mortgaged property of defendants  
Gerald and Inger Martin.

It is further ORDERED, ADJUDGED and DECREED that  
defendant, United States of America, shall be notified by  
plaintiff of the date, time and place scheduled for any sheriff's  
sale of the real property of the aforesaid defendant(s); that the  
United States of America shall be entitled to payment from the  
proceeds of the sheriff's sale to the extent its proper priority  
would entitle it to the same; and that the United States of

America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:



Consented to by:



MICHAEL P. YEAGER, ESQ.  
Counsel for Plaintiff



MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

**COPY**

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

DEPOSIT BANK,

Plaintiff

No. 00-385-CD

vs.

Real Debt \$71,850.54

GERALD J. MARTIN and INGER MARTIN

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

and THE UNITED STATES OF AMERICA

Defendant(s)

Costs \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$ \_\_\_\_\_

Instrument DEFAULT JUDGMENT

Date of Entry May 5, 2000

Expires May 5, 2005

Certified from the record this 5th day of May, 2000.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

DEPOSIT BANK,

Plaintiff

vs

44 44  
GERALD J. MARTIN and INGER  
MARTIN and THE UNITED STATES  
OF AMERICA, 113

Defendants

: NO. 00 - 385 - CD  
:  
: Type of Case: CIVIL ACTION  
:  
:  
: Type of Pleading: PRAECIPE FOR  
: WRIT OF EXECUTION  
:  
: Filed on Behalf of: PLAINTIFF  
: Counsel of Record for this Party:  
:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: 15587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED

JUN 05 2000

William A. Shaw  
Prothonotary

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

DEPOSIT BANK, :  
Plaintiff :  
: :  
vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

WRIT OF EXECUTION

NOTICE

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

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

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

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

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

William A. Shaw, Prothonotary  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641

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

DEPOSIT BANK, :  
Plaintiff :  
: :  
vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

**PRAECIPE FOR WRIT OF EXECUTION**

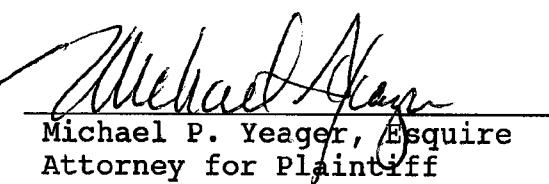
TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

1. Total principal	\$59,029.41
2. Interest due through 5/10/00	4,799.14
3. Plus continuing interest on the principal balance of \$59,029.41 at the per diem rate of \$14.5154 from May 10, 2000	_____
4. Late fees as of May 10, 2000	5,834.36
5. Attorney's fees	750.00
6. Costs to be added	_____
7. Sheriff's Costs	_____

A description of the property to be levied upon and sold is  
attached hereto, made part hereof and incorporated herein as  
"Exhibit A".

An Affidavit pursuant to Pa. C.P. Rule 3129.1 is attached  
hereto and marked "Exhibit B".

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

All those certain pieces or parcels of land situate, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL those certain lots or pieces of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a cut in center of State Highway Route No. 5 leading from DuBois to Reynoldsville at the Northeast corner of other lands now or formerly of George W. Ross, et al., hereinafter described; thence North 75° 14' West 204 feet to an iron pin; thence by land now or formerly of George W. Ross, et al., of which this is a part, North 2° 51' East 150 feet to an iron pin; thence by other land now or formerly of George W. Ross, et al. (parcel No. 3 herein) South 75° 14' East 204 feet to center of said State Road; thence in center of said State Road, South 2° 51' West 150 feet to the place of beginning. Containing .7 of an acre, more or less.

SECOND: BEGINNING at a cut in concrete State Road Route No. 5; thence North 75° 14' West 204 feet along line of land now or formerly of Art Senard Lot to an iron pin; thence North 2° 51' East 200 feet along line of land now or formerly of Finlay (parcel No. 3 herein) to an iron pin; thence along line of land now or formerly of George W. Ross (No. 1 herein) South 75° 14' East 204 feet to cut in concrete in center of State Road; thence by the center of said State Road, Southerly 200 feet to cut in concrete, the North-east corner of land now or formerly of A. Senard, the place of beginning.

THIRD: BEGINNING at an iron pin the Northwest corner of land now or formerly of George W. Ross, et al. at line of land now or formerly pipe; thence along other lands now or formerly of M. I. McCreight, North 75° 14' West 463.7 feet to an iron pipe corner land now or formerly of J. B. Oatman; thence by land now or formerly of Oatman, formerly of McCreight, North 34° 39' West 167.6 feet to an iron pipe; thence by land now or formerly of McCreight, South 45° West 105 feet to center of private roadway of McCreight; thence by center of said Roadway and land now or formerly of Delaney, 140 feet to point at corner of land of Pifer (now or formerly Nelson); thence by said road, North 47° 7' West, 123.6 feet to a point; thence North 24° 27' West 115.9 feet to point, the Northeast corner of land of said Pifer; thence by center of said Roadway, North 3° 26' East and along other land now or formerly of McCreight, 180.5 feet to iron spike; thence along land now or formerly of McCreight, South 86° 19' East 524.7 feet to a post; thence by other land now or formerly of McCreight, North 3° 41' East, 154.3 feet to a post; thence South 86° 19' East 182.7 feet to a beech stump; thence by said land, South 3° 41' West 154.3 feet to a post; thence by land now or formerly of McCreight, South 74° 6' East 150 feet to an iron pipe, the Northwest corner of land now or formerly of Agnes Burfield; thence by land of said Burfield, South 2° 51' West 300 feet to an iron pipe; thence South 74° 6' East along line of land now or formerly of Agnes Burfield, 350 feet, more or less, to cut in concrete in State Road; thence along State Road in a Southerly direction, 50 feet to corner of land now or formerly of George W. Ross, et al. herein described as No. 1; thence by said land, North 74° 6' West, 200 feet, more or less, to an iron pipe, the place of beginning. Containing 12 acres, more or less.

FOURTH: BEGINNING at a post at corner of lands heretofore conveyed by said Matthew J. Finlay to the said George W. Ross and Helena E. Ross; thence in a Southerly direction along said Ross lands, 15 feet to a post; thence along other lands now or formerly of said Matthew J. Finlay, of which this was a part, in a Westerly direction 280 feet to a post; thence still along said other lands now or formerly of Matthew J. Finlay, in a Northerly direction, 15 feet to a post; thence along land now or formerly of George W. Ross, et ux. in an Easterly direction 280 feet to a post, the place of beginning.

BEING the same premises which were conveyed to Gerald J. Martin, et ux. by deed of Vernon O. Wilson, et ux., dated March 25, 1966, and recorded at Clearfield, Pennsylvania, in Deed Book No. 520, page 683.

EXHIBIT

A

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

DEPOSIT BANK, :  
Plaintiff :  
: vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :

AFFIDAVIT PURSUANT TO RULE 3129.1

Deposit Bank, Plaintiff in the above action, by and through its attorney, Michael P. Yeager, Esquire, sets forth, as of the date the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in Sandy Township, Clearfield County, Pennsylvania, bounded and described on Exhibit No. 1 attached hereto.

1. The names and addresses of the owners of the property are as follows:

- (a) Gerald J. Martin  
R.D. 1, Box 360  
DuBois, PA 15801
- (b) Inger Martin  
R.D. 1, Box 360  
DuBois, PA 15801

2. The names and addresses of the Defendants in the judgment are as follows:

- (a) Gerald J. Martin  
R.D. 1, Box 360  
DuBois, PA 15801
- (b) Inger Martin  
R.D. 1, Box 360  
DuBois, PA 15801



- (c) UNITED STATES OF AMERICA  
Attorney General of the U.S.  
Room 5111, Main Justice Bldg.  
10th & Constitution Ave. N.W.  
Washington, DC 20530
- (d) UNITED STATES OF AMERICA  
Attorney General of the U.S.  
633 U.S. Post Office & Courthouse  
Pittsburgh, PA 15219

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

- (a) Deposit Bank  
2 East Long Avenue  
DuBois, PA 15801
- (b) Swift, Kennedy and Company,  
Swift Kennedy Financial Company  
P.O Box 1032  
DuBois, PA 15801
- (c) M. L. Claster & Sons, Inc.  
c/o David C. Mason, Esquire  
P.O. Box 28  
Philipsburg, PA 16866
- (d) Clearfield County Tax Claim Bureau  
230 East Market Street  
Clearfield, PA 16830
- (e) UNITED STATES OF AMERICA  
Attorney General of the U.S.  
Room 5111, Main Justice Bldg.  
10th & Constitution Ave. N.W.  
Washington, DC 20530
- (f) UNITED STATES OF AMERICA  
Attorney General of the U.S.  
633 U.S. Post Office & Courthouse  
Pittsburgh, PA 15219
- (g) Commonwealth of Pennsylvania  
PENNSYLVANIA DEPARTMENT OF REVENUE  
Bureau of Compliance  
Dept. 280946  
Harrisburg, PA 17128
- (h) Snow King, Inc.  
723 S. Brady Street  
Dubois, PA 15801

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

Deposit Bank  
2 East Long Avenue  
DuBois, PA 15801

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:

James C. Quashnock  
Margaret A. Quashnock  
R.D. 1, Box 359  
DuBois, PA 15801

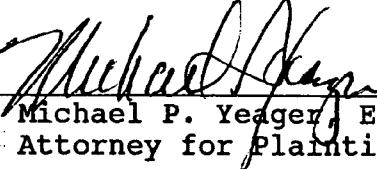
7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Sandy Township Tax Collector  
P.O. Box 252  
DuBois, PA 15801

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information 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.

DEPOSIT BANK

By

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

Dated: June 5, 2000

All those certain pieces or parcels of land situate, bounded and described as follows, to wit:

THE FIRST THEREOF: All those certain lots or pieces of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a cut in center of State Highway Route No. 5 leading from DuBois to Reynoldsville at the Northeast corner of other lands now or formerly of George W. Ross, et al., hereinafter described; thence North 75° 14' West 204 feet to an iron pin; thence by land now or formerly of George W. Ross, et al., of which this is a part, North 2° 51' East 150 feet to an iron pin; thence by other land now or formerly of George W. Ross, et al. (parcel No. 3 herein) South 75° 14' East 204 feet to center of said State Road; thence in center of said State Road, South 2° 51' West 150 feet to the place of beginning. Containing .7 of an acre, more or less.

SECOND: BEGINNING at a cut in concrete State Road Route No. 5; thence North 75° 14' West 204 feet along line of land now or 200 feet along line of land now or formerly of Finlay (parcel No. 3 herein) to an iron pin; thence along line of land now or formerly of George W. Ross (No. 1 herein) South 75° 14' East 204 feet to cut in concrete in center of State Road; thence by the center of said State Road, Southerly 200 feet to cut in concrete, the Northeast corner of land now or formerly of A. Senard, the place of beginning.

THIRD: BEGINNING at an iron pin the Northwest corner of land now or formerly of George W. Ross, et al. at line of land now or formerly of M. I. McCreight; thence South 2° 51' West 300 feet to an iron pipe; thence along other lands now or formerly of M. I. McCreight, North 75° 14' West 463.7 feet to an iron pipe corner land now or formerly of J. B. Oatman; thence by land now or formerly of Oatman, North 37° 40' West 170.6 feet to iron pipe; thence by land now or formerly of McCreight, North 34° 39' West 167.6 feet to an iron pipe; thence by land now or formerly of McCreight, South 45° West 105 feet to center of private roadway of McCreight; thence by center of said Roadway and land now or formerly of Delaney, 140 feet to point at corner of land of Pifer (now or formerly Nelson); thence by said road, North 47° 7' West, 123.6 feet to a point; thence North 24° 27' West 115.9 feet to point, the Northeast corner of land of said Pifer; thence by center of said Roadway, North 3° 26' East and along other land now or formerly of McCreight, 180.5 feet to iron spike; thence along land now or formerly of McCreight, South 86° 19' East 524.7 feet to a post; thence by other land now or formerly of McCreight, North 3° 41' East, 154.3 feet to a post; thence South 86° 19' East 182.7 feet to a beech stump; thence by said land, South 3° 41' West 154.3 feet to a post; thence by land now or formerly of McCreight, South 74° 6' East 150 feet to an iron pipe, the Northwest corner of land now or formerly of Agnes Burfield; thence by land of said Burfield, South 2° 51' West 300 feet to an iron pipe; thence South 74° 6' East along line of land now or formerly of Agnes Burfield, 350 feet, more or less, to cut in concrete in State Road; thence along State Road in a Southerly direction, 50 feet to corner of land now or formerly of George W. Ross, et al. herein described as No. 1; thence by said land, North 74° 6' West, 200 feet, more or less, to an iron pipe, the place of beginning. Containing 12 acres, more or less.

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BEING the same premises which were conveyed to Gerald J. Martin, et ux. by deed of Vernon O. Wilson, et ux., dated March 25, 1966, and recorded at Clearfield, Pennsylvania, in Deed Book No. 520, page 683.

EXHIBIT

1

**FILED**

JUN 15 2000  
John C. Keay  
William A. Shaw  
Prothonotary  
OD 82000  
Counts to Shaw

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

APR 28 2000

DEPOSIT BANK, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 00-385-CD  
 )  
 GERALD J. MARTIN and INGER )  
 MARTIN and THE UNITED STATES )  
 OF AMERICA, )  
 )  
 Defendants. )

William A. Shaw  
 Prothonotary

CONSENT JUDGMENT

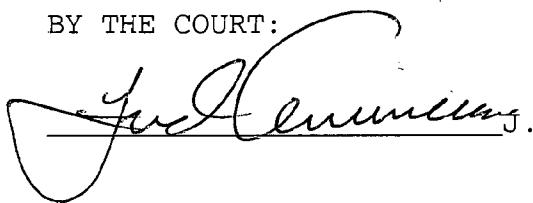
AND NOW, to wit, this 28 day of April,  
2000, it appearing that counsel for plaintiff and counsel for  
defendant, United States of America, have consented to the entry  
of the within Order on behalf of their respective clients, it is  
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered  
in favor of the plaintiff and against the United States of  
America for foreclosure of the mortgage of plaintiff in the  
within cause and for sale of the mortgaged property of defendants  
Gerald and Inger Martin.

It is further ORDERED, ADJUDGED and DECREED that  
defendant, United States of America, shall be notified by  
plaintiff of the date, time and place scheduled for any sheriff's  
sale of the real property of the aforesaid defendant(s); that the  
United States of America shall be entitled to payment from the  
proceeds of the sheriff's sale to the extent its proper priority  
would entitle it to the same; and that the United States of

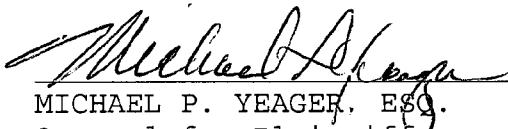
America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:



Consented to by:



Michael P. Yeager  
MICHAEL P. YEAGER, ESQ.  
Counsel for Plaintiff



Michael C. Colville  
MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

FILED

11-12-2000  
APR 28 2000

2000

William A. Shaw  
Prothonotary

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

DEPOSIT BANK, :  
Plaintiff :  
: vs : No. 00 - 385 - CD  
: :  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

AFFIDAVIT OF SERVICE

I, MICHAEL P. YEAGER, attorney for the Plaintiff, depose and say that on June 19, 2000 I forwarded the Notice of Sheriff's Sale of Real Estate Pursuant to Pennsylvania Rule of Civil Procedure 3129.2 with regard to the above-captioned matter ("Notice"), a copy of said Notice being attached hereto, made part hereof and incorporated herein as "Exhibit 1". Said forwarding was by certified mail, return receipt requested to the following Defendants:

UNITED STATES OF AMERICA  
Atty. Gen. of the U.S.  
Room 5111, Main Justice Bldg.  
10th & Constitution Ave. N.W.  
Washington, DC 20530

UNITED STATES OF AMERICA  
Atty. Gen. of the U.S.  
633 U.S.P.O. & Courthouse  
Pittsburgh, PA 15219

The receipts and return receipt cards from the certified mailings are attached hereto, made part hereof and incorporated herein as "Exhibit 2".

I further depose and say that on June 19, 2000, I forwarded said Notice by regular first class mail to the following:

DEPOSIT BANK  
2 East Long Avenue  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM  
BUREAU  
230 East Market Street  
Clearfield, PA 16830

**FILED**

JUN 30 2000  
01235645  
William A. Shaw  
Prothonotary  
no c/c

SANDY TOWNSHIP TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

M. L. CLASTER & SONS, INC.  
c/o David C. Mason, Esq.  
P.O. Box 28  
Philipsburg, PA 16866

COMMONWEALTH OF PENNSYLVANIA  
PA DEPARTMENT OF REVENUE  
Bureau of Compliance  
Dept. 280946  
Harrisburg, PA 17128

JAMES C. QUASHNOCK  
MARGARET A. QUASHNOCK  
R.D. 1, Box 359  
DuBois, PA 15801

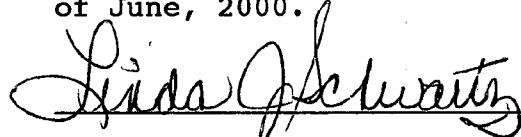
SWIFT, KENNEDY AND COMPANY  
Swift Kennedy Financial  
Company  
P.O Box 1032  
DuBois, PA 15801

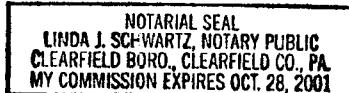
SNOW KING, INC.  
723 S. Brady Street  
Dubois, PA 15801

Certificates of Mailing from said forwarding are attached  
hereto, made part hereof and incorporated herein as "Exhibit 3".

  
\_\_\_\_\_  
Michael P. Yeager  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 30th day  
of June, 2000.





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

DEPOSIT BANK, :  
Plaintiff :  
vs :  
No. 00 - 385 - CD  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :  
:

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: GERALD J. MARTIN R.D. 1, Box 360 DuBois, PA 15801	UNITED STATES OF AMERICA Atty. Gen. of the U.S. Room 5111, Main Justice Bldg. 10th & Constitution Ave. N.W. Washington, DC 20530
INGER MARTIN R.D. 1, Box 360 DuBois, PA 15801	COMMONWEALTH OF PENNSYLVANIA PA DEPARTMENT OF REVENUE Bureau of Compliance Dept. 280946 Harrisburg, PA 17128
DEPOSIT BANK 2 East Long Avenue DuBois, PA 15801	SWIFT, KENNEDY AND COMPANY Swift Kennedy Financial Company P.O Box 1032 DuBois, PA 15801
UNITED STATES OF AMERICA Atty. Gen. of the U.S. 633 U.S.P.O. & Courthouse Pittsburgh, PA 15219	M. L. CLASTER & SONS, INC. c/o David C. Mason, Esq. P.O. Box 28 Philipsburg, PA 16866
CLEARFIELD COUNTY TAX CLAIM BUREAU 230 East Market Street Clearfield, PA 16830	JAMES C. QUASHNOCK MARGARET A. QUASHNOCK R.D. 1, Box 359 DuBois, PA 15801
SANDY TOWNSHIP TAX COLLECTOR P.O. Box 252 DuBois, PA 15801	
SNOW KING, INC. 723 S. Brady Street Dubois, PA 15801	

TAKE NOTICE that by virtue of the above Writ of Execution  
issued by the Court of Common Pleas of Clearfield County,  
Pennsylvania, and to the Sheriff of Clearfield County, directed,



there will be exposed to Public Sale in the Sheriff's Office, First Floor, Clearfield County Courthouse, Clearfield, Pennsylvania on FRIDAY, AUGUST 4, 2000 at 10:00 a.m., prevailing time, the real estate described in "Exhibit A", attached hereto, made part hereof and incorporated herein of which Gerald J. Martin and Inger Martin are the reputed owners.

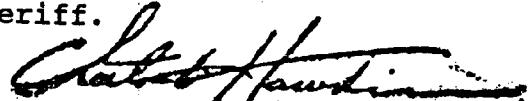
The said Writ of Execution was issued on a judgment in mortgage foreclosure action of Deposit Bank vs. Gerald J. Martin and Inger Martin in the amount of Seventy-One Thousand Eight Hundred Fifty and 54/100 (\$71,850.54) Dollars.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on MONDAY, AUGUST 7, 2000.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the office of the Sheriff.

  
SHERIFF

CHESTER A. HAWKINS  
Sheriff of Clearfield County

All those certain pieces or parcels of land situate, bounded and described as follows, to wit:

THE FIRST THEREOF: ALL those certain lots or pieces of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at a cut in center of State Highway Route No. 5 leading from DuBois to Reynoldsville at the Northeast corner of other lands now or formerly of George W. Ross, et al., hereinafter described; thence North 75° 14' West 204 feet to an iron pin; thence by land now or formerly of George W. Ross, et al., of which this is a part, North 2° 51' East 150 feet to an iron pin; thence by other land now or formerly of George W. Ross, et al. (parcel No. 3 herein) South 75° 14' East 204 feet to center of said State Road; thence in center of said State Road, South 2° 51' West 150 feet to the place of beginning. Containing .7 of an acre, more or less.

SECOND: BEGINNING at a cut in concrete State Road Route No. 5; thence North 75° 14' West 204 feet along line of land now or formerly of Art Senard Lot to an iron pin; thence North 2° 51' East 200 feet along line of land now or formerly of Finlay (parcel No. 3 herein) to an iron pin; thence along line of land now or formerly of George W. Ross (No. 1 herein) South 75° 14' East 204 feet to cut in concrete in center of State Road; thence by the center of said State Road, Southerly 200 feet to cut in concrete, the Northeast corner of land now or formerly of A. Senard, the place of beginning.

THIRD: BEGINNING at an iron pin the Northwest corner of land now or formerly of George W. Ross, et al. at line of land now or formerly of M. I. McCreight; thence South 2° 51' West 300 feet to an iron pipe; thence along other lands now or formerly of M. I. McCreight, North 75° 14' West 463.7 feet to an iron pipe corner land now or formerly of J. B. Oatman; thence by land now or formerly of Oatman, North 37° 40' West 170.6 feet to iron pipe; thence by land now or formerly of McCreight, North 34° 39' West 167.6 feet to an iron pipe; thence by land now or formerly of McCreight, South 45° West 105 feet to center of private roadway of McCreight; thence by center of said Roadway and land now or formerly of Delaney, 140 feet to point at corner of land of Pifer (now or formerly Nelson); thence by said road, North 47° 7' West, 123.6 feet to a point; thence North 24° 27' West 115.9 feet to point, the Northeast corner of land of said Pifer; thence by center of said Roadway, North 3° 26' East and along other land now or formerly of McCreight, 180.5 feet to iron spike; thence along land now or formerly of McCreight, South 86° 19' East 524.7 feet to a post; thence by other land now or formerly of McCreight, North 3° 41' East, 154.3 feet to a post; thence South 86° 19' East 182.7 feet to a beech stump; thence by said land, South 3° 41' West 154.3 feet to a post; thence by land now or formerly of McCreight, South 74° 6' East 150 feet to an iron pipe, the Northwest corner of land now or formerly of Agnes Burfield; thence by land of said Burfield, South 2° 51' West 300 feet to an iron pipe; thence South 74° 6' East along line of land now or formerly of Agnes Burfield, 350 feet, more or less, to cut in concrete in State Road; thence along State Road in a Southerly direction, 50 feet to corner of land now or formerly of George W. Ross, et al. herein described as No. 1; thence by said land, North 74° 6' West, 200 feet, more or less, to an iron pipe, the place of beginning. Containing 12 acres, more or less.

FOURTH: BEGINNING at a post at corner of lands heretofore conveyed by said Matthew J. Finlay to the said George W. Ross and Helena E. Ross; thence in a Southerly direction along said Ross lands, 15 feet to a post; thence along other lands now or formerly of said Matthew J. Finlay, of which this was a part, in a Westerly direction 280 feet to a post; thence still along said other lands now or formerly of Matthew J. Finlay, in a Northerly direction, 15 feet ux. in an Easterly direction 280 feet to a post, the place of beginning.

BEING the same premises which were conveyed to Gerald J. Martin, et ux. by deed of Vernon O. Wilson, et ux., dated March 25, 1966, and recorded at Clearfield, Pennsylvania, in Deed Book No. 520, page 683.

SEIZED, taken in execution to be sold as the property of GERALD J. MARTIN and INGER MARTIN AND THE UNITED STATES OF AMERICA, at the suit of DEPOSIT BANK. JUDGMENT NO. 00-385-CD.



U.S. Postal Service

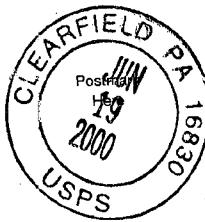
## CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

UNITED STATES OF AMERICA

Postage	\$ .33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$2.98



Name (Please Print Clearly) (to be completed by mailer)

Michael P. Yeager, Esquire

Street, Apt. No., or P.O. Box No.

P.O. Box 752

City, State, ZIP+4

Clearfield, PA 16830

PS Form 3800, July 1999

See Reverse for Instructions

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **JUN 20 2000**B. Date of Delivery **2000**

C. Signature

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:

UNITED STATES OF AMERICA  
Attorney General of the U.S.  
633 U.S. Post Office & Courthouse  
Pittsburgh, PA 15219

1. Article Addressed to:

3. Service Type

 Certified Mail Registered Insured Mail C.O.D. Agent Addressee4. Restricted Delivery? (Extra Fee)  Yes

102595-99-M-1789

2. Article Number (Copy from service label)

7000 0600 0023 6401 1104  
Domestic Return Receipt

tabbies\*

EXHIBIT  
2

U.S. Postal Service

## CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

UNITED STATES OF AMERICA

Postage	\$ .33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$2.98



Name (Please Print Clearly) (to be completed by mailer)

Michael P. Yeager, Esquire

Street, Apt. No., or P.O. Box No.

P.O. Box 752

City, State, ZIP+4

Clearfield, PA 16830

PS Form 3800, July 1999

See Reverse for Instructions

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **JUN 10 2000**B. Date of Delivery **2000**

C. Signature

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:

UNITED STATES OF AMERICA  
Attorney General of the U.S.  
Room 5111, Main Justice Bldg.  
10th & Constitution Ave. N.W.  
Washington, DC 20530

1. Article Addressed to:

3. Service Type

 Certified Mail Registered Insured Mail C.O.D. Agent Addressee4. Restricted Delivery? (Extra Fee)  Yes

102595-99-M-1789

2. Article Number (Copy from service label)

7000 0600 0023 6401 1104  
Domestic Return Receipt

tabbies\*

PS Form 3811, July 1999

102595-99-M-1789

<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Deposit Bank</u> <u>2 East Long Avenue</u> <u>DuBois, PA 15801</u>	

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



PS Form 3817, Mar. 1989

<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Sandy Township Tax Collector</u> <u>P.O. Box 252</u> <u>DuBois, PA 15801</u>	

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



PS Form 3817, Mar. 1989

<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Clearfield County Tax Claim Bureau</u> <u>230 East Market Street</u> <u>Clearfield, PA 16830</u>	

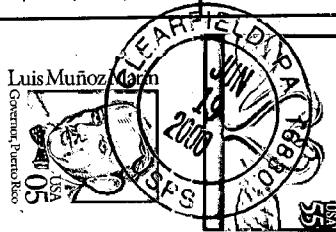
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

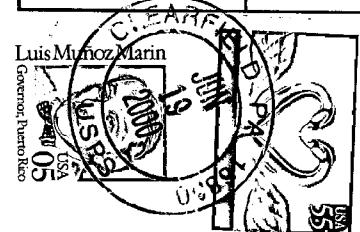
<b>U.S. POSTAL SERVICE</b> <b>CERTIFICATE OF MAILING</b> MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Snow King, Inc.</u> <u>723 S. Brady Street</u> <u>DuBois, PA 15801</u>	

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



<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u> One piece of ordinary mail addressed to: <u>Commonwealth of Pennsylvania</u> <u>PA Department of Revenue</u> <u>Bureau of Compliance</u> <u>Dept. 280946</u> <u>Harrisburg, PA 17128</u>	

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



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



**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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:**

UNITED STATES OF AMERICA  
Atty. Gen. of the U.S.  
Room 5111, Main Justice Bldg.  
10th & Constitution Ave. NW  
Washington, D.C. 20530

**A. Received by (Please Print Clearly)****B. Date of Delivery****C. Signature****X**  
Is delivery address different from item 1?  Yes  No

If YES, enter delivery address below:

**WPA - 3 2000****3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number (Copy from service label)****Z296 062-154****5. Domestic Return Receipt**

102595-99-M-1789

GSA Form 3811, July 1999

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd ST. Suite 116  
Clearfield, Pa. 16830

C-9422

52

Z 296 062 154

US Postal Service  
**Receipt for Certified Mail**

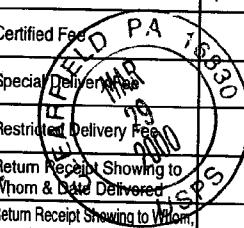
No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	UNITED STATES OF AMERICA
Street & Number	Attorney Gen. of the U.S.
Post Office, State, & ZIP Code	Room 5111 Main Justice Bldg. 10th & Constitution Ave. NW
Postage	Washington, D.C. 20530
Certified Fee	PA 16
Special Delivery Fee	100
Restricted Delivery Fee	100
Return Receipt Showing to Whom & Date Delivered	100
Return Receipt Showing to Whom, Date, & Addressee's Address	100
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 4.08</b>

PS Form 3800, April 1985

Postmark or Date



**Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).**

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>M. L. CLASTER &amp; SONS, INC.</u> <u>c/o David C. Mason, Esquire</u> <u>P.O. Box 28</u> <u>Philipsburg, PA 16866</u>	

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



PS Form 3817, Mar. 1989

<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>Swift, Kennedy and Company</u> <u>Swift Kennedy Financial Company</u> <u>P.O. Box 1032</u> <u>DuBois, PA 15801</u>	

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



PS Form 3817, Mar. 1989

<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: <u>Michael P. Yeager, Esquire</u> <u>P.O. Box 752</u> <u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>JAMES C. QUASHNOCK</u> <u>MARGARET A. QUASHNOCK</u> <u>R.D. 1, Box 359</u> <u>DuBois, PA 15801</u>	

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



PS Form 3817, Mar. 1989

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

DEPOSIT BANK,	:	
	Plaintiff	:
		:
vs	:	No. 00 - 385 - CD
	:	
GERALD J. MARTIN and INGER	:	
MARTIN and THE UNITED STATES	:	
OF AMERICA,	:	
	Defendants	:
		:

**WRIT OF EXECUTION**

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against  
Gerald IJ. Martin and Inger Martin, the above-named Defer

1. You are directed to levy upon the property of the Defendants and to sell their interests therein;

2. Amounts due:

(a)	Total principal	\$59,029.41
(b)	Interest due through May 10, 2000	4,799.14
(c)	Plus continuing interest on the principal balance of \$59,029.41 at the per diem rate of \$14.5154 from May 10, 2000	<hr/>
(d)	Late fees as of May 10, 2000	5,834.36
(e)	Attorney's fees	750.00
(f)	Costs to be added	<u>253.10</u>
(g)	Sheriff's Costs	

WILLIAM A. SHAW  
CLEARFIELD COUNTY PROTHONOTARY

By: 

Date: June 5, 2000

RECEIVED JUN 5 2000

② 2:40 PM

Wester A. Harting  
by Margaret H. Buff

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAWS

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

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

DEPOSIT BANK, :  
Plaintiff :  
vs :  
No. 00 - 385 - CD  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property  
from levy or attachment:

(1) From my personal property in my possession which has  
been levied upon,

(a) I desire that my \$300 statutory exemption be  
(i) set aside in kind (specify property to be set  
aside in kind): \_\_\_\_\_  
\_\_\_\_\_;

(b) I claim the following exemption (specify property  
and basis of exemption): \_\_\_\_\_.

(2) From my property which is in the possession of a third  
party, I claim the following exemptions:

(a) my \$300 statutory exemption: \$ \_\_\_\_\_ in cash; in  
kind (specify property): \_\_\_\_\_.

(b) Social Security benefits on deposit in the amount  
of \$ \_\_\_\_\_;

(c) Other (specify amount and basis of exemption):  
\_\_\_\_\_.

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at \_\_\_\_\_

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

I verify that the statements made in this Claim for Exemption 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.

Dated: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH THE OFFICE  
OF THE SHERIFF OF CLEARFIELD COUNTY:  
CLEARFIELD COUNTY COURTHOUSE  
814-765-2641

NOW, June 27, 2000, at 2:24 PM o'clock a levy was taken on the property of the defendants. Property was posted this date.

A sale is set for Friday, August 4, 2000, at 10:00AM.

NOW, June 27, 2000, at 2:24 PM o'clock served the Writ of Execution, Notice of Sale and copy of levy on Inger Martin, wife of Gerald Martin, defendant, at her place of residence, RD #1, Box 360, DuBois, Clearfield County, Pennsylvania, 15801, by handing to Inger Martin, wife of Gerald Martin, defendant, a true and attested copy of the original Writ of Execution, Notice of Sale and copy of levy and made known to her the contents thereof.

NOW, June 27, 2000, at 2:24 PM o'clock served the Writ of Execution, Notice of Sale and copy of levy on Inger Martin, defendant, at her place of residence, RD #1, Box 360, DuBois, Clearfield County, Pennsylvania, 15801, by handing to Inger Martin, defendant, a true and attested copy of the original Writ of Execution, Notice of Sale and copy of levy and made known to her the contents thereof.

NOW, July 3, 2000, served the United States of America Attorney General of United States, at 633 US Post Office and Courthouse, Pittsburgh, PA, 15219, by certified mail #Z296062169.

NOW, July 5, 2000, served the United States of America, Attorney General of the United States, Room 5111, Main Justice Buliding, 10th and Constitution Avenue NW, Washington, DC, 20530, by certified mail #Z296C62171.

NOW, August 4, 2000, a sale was held on the property of the defendants. Property was purchased by the Plaintiff for seventy one thousand eight hundred fifty dollars and fifty-four cents (\$71,850.54) plus costs.

NOW, August 25, 2000, received a check from the Plaintiff in the amount of ten thousand eight hundred twenty-one dollars and seventy-six cents (\$10,821.76) for costs that are due on the sale.

NOW, August 28, 2000, return Writ as a sale being held, property was purchased by the Plaintiff for seventy-one thousand eight hundred fifty dollars and fifty-four cents (\$71,850.54) plus costs, paid costs from advance with the Plaintiff paying remaining costs, filed deed this date.

SHERIFF HAWKINS \$235.46  
SURCHARGE 80.00  
PAID BY PLAINTIFF

SO ANSWERS,  
*Chester A. Hawkins*  
by *Marshall W. Scott*  
CHESTER A. HAWKINS,  
SHERIFF

SWORN and SUBSCRIBED BEFORE ME THIS  
28th day of AUGUST, 2000.

*William A. Shaw*

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

FILED

AUG 28 2000

01318 pm

William A. Shaw

Prothonotary

*W.A. Shaw*

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

**REAL ESTATE SALE**

**REAL ESTATE SALE**

NOW, AUGUST 7, 2000, 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 4th day of AUGUST 2000, I ex-posed the within described real estate of GERALD J. MARTIN and INGER MARTIN and THE UNITED STATES OF AMERICA

to public vendue or outcry at which time and place I sold the same to DEPOSIT BANK

he being the highest bidder, for the sum of \$ 1.00 + COSTS  
and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	6.40 + 3.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	45.00
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS \$ 235.46	
DEED COSTS:	
REG & REC	\$ 16.00
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
TOTAL DEED COSTS 21.00	

**DEBT & INTEREST:**

AMOUNT DUE	\$ 59,029.41
INTEREST due through May 10, 2000	4,799.14
PLUS continuing interest at per diem \$14.5154	TO BE ADDED
TOTAL	\$
COSTS:	
ATTORNEY FEES	\$ 750.00
PRO. SATISFACTION	
ADVERTISING	388.80
LATE CHARGE & FEES	\$ —
TAXES-Collector	3,170.87
TAXES-Tax Claim	6,774.28
LIST OF LIENS	50.00
MORTGAGE SEARCH	5.00
COSTS	\$ 253.10
DEED COSTS	21.00
ATTORNEY COMMISSION	
SHERIFF COST	235.46
LATE FEES	\$ 5,834.36 ✓
LEGAL JOURNAL	173.25
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—
TOTAL	\$ 17,656.12

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

**COPY**

## Expense Check

For **FORECLOSURE FEE/ MARTIN**

Pay **\*\*\*\*\*\$10,821.76 DOLLARS**

To the order of **SHERIFF OF CLEARFIELD COUNTY**

**COPY**

## First Commonwealth Bank

**024610**

60-682/433

**024610**

Date **08/22/00**

**\$ \*\*\*\*\*10,821.76**

**NBOC BANK**

Central Offices: Indiana, Pennsylvania

*[Signature]*  
Authorized Signature

**COPY**

024610 10433068 261001 1312612 310

PRIORITY CLAIM  
FOR  
SHERIFFS SALE  
Please Print or Type

EXECUTION NUMBER
00385CD
DATE OF SALE
08/04/2000
AMOUNT
\$4,413.27

MR CHESTER A HAWKINS  
SHERIFF OF CLEARFIELD COUNTY  
MARKET ST  
CLEARFIELD PA 16830

CORPORATION TAX FILE (BOX) NUMBER
EMPLOYER EIN
SALES TAX LICENSE NUMBER
SOCIAL SECURITY NUMBER 180-26-3559

**DEFENDANT** GERALD J MARTIN & INGER MARTIN

This statement is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes. This statement is made in accordance with 42 Pa. C.S.A. § 8151 and 72 P.S. § 1402 (Fiscal Code § 1402).

A. For the following taxes a priority in the distribution of the proceeds of the judicial sale should be made in accordance with the applicable provisions of the Tax Reform Code of 1971, 72 P.S. § 7101, et seq. Tax liens were filed with the Prothonotary of Clearfield County.

Sales and Use Tax, 72 P.S. § 7242  
 Employer Withholding Tax, 72 P.S. § 7345  
 Pennsylvania Personal Income Tax, 72 P.S. § 7345

B. A Corporation tax lien is a first lien and is required to be paid out of the proceeds of the judicial sale before any pre-existing judgement, mortgage, or any other claim or lien against the corporation in accordance with 72 P.S. § 1401 (Fiscal Code 1401).

Corporation Taxes, 72 P.S. § 1401

**STATEMENT OF ACCOUNT**

Type of Tax	Settlement or Lien Date	Lien Number or Filing Period	Amount or Balance
Personal Income Tax	2/7/92	P98420	\$190.63
Personal Income Tax	10/20/97	97-1281CD	\$3,859.76
Personal Income Tax	10/14/98	R68154	\$362.88
<b>TOTAL:</b>			<b>\$4,413.27</b>

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity.

WITNESS my hand and the seal of the Department of Revenue	DIRECTOR, BUREAU OF COMPLIANCE 29 day of, June 2000	SECRETARY OF REVENUE Robert A. Judge
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, :  
Plaintiff :  
vs : No. 00 - 385 - CD  
GERALD J. MARTIN and INGER :  
MARTIN and THE UNITED STATES :  
OF AMERICA, :  
Defendants :

WRIT OF EXECUTION

TO: CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against  
Gerald J. Martin and Inger Martin, the above-named Defendants:

1. You are directed to levy upon the property of the  
Defendants and to sell their interests therein;

2. Amounts due:

(a) Total principal	\$59,029.41
(b) Interest due through May 10, 2000	4,799.14
(c) Plus continuing interest on the principal balance of \$59,029.41 at the per diem rate of \$14.5154 from May 10, 2000	
(d) Late fees as of May 10, 2000	5,834.36
(e) Attorney's fees	750.00
(f) Costs to be added	<u>253.10</u>
(g) Sheriff's Costs	

OF  
Date: June 5, 2000

June 5, 2000  
at 2:40 PM

Chester A. Hawkins  
by Margaret H. Pitt

WILLIAM A. SHAW  
CLEARFIELD COUNTY PROTHONOTARY

By: William A. Shaw

NOW, August 30, 2000, received a phone call from Kay Boyd at Deposit Bank that there were more taxes due on the property at it was going to go for tax sale. Went to Tax Claim and found that we had received taxes for only one parcel of property and that there was in fact taxes due on the other parcels. Called Bank with the amount due on taxes.

NOW, September 11, 2000, received a check from First Commonwealth, Plaintiff, in the amount of nine hundred sixty five dollars and ninety-two cents (\$965.92), for taxes due.

NOW, September 11, 2000, file this amended return that money was received for remaining taxes, paid Tax Claim and mailed deed to Michael Yeager, attorney for the Plaintiff.

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

Sworn and subscribed  
 before me this 11<sup>th</sup> day  
 of September A.D. 2000  
*William A. Shaw*

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

**FILED**

SEP 11 2000

William A. Shaw  
 Prothonotary

FILED  
Q354  
SEP 1 2000

William A. Shaw  
Prothonotary

pedimodus has moved  
yes *gab* *gab* *gab* *gab*  
1 2 3 4 5 6 7 8 9 10  
WILLIAM A. SHAW  
P.R. 100-100  
G.A.C. 100-100  
G.A.C. 100-100  
G.A.C. 100-100

12/17

William A. Shaw  
Prothonotary

# Expense Check

First Commonwealth Bar

025151

60-682/

For GERALD MARTIN - FORECLOSURE

Pay NINE HUNDRED SIXTY-FIVE AND 92/100 DOLLARS

To  
the order of: CHESTER HAWKINS, SHERIFF  
1. N. 2ND STREET  
SUITE #16  
CLEARFIELD, PA  
16830-2438

025151  
Date 09/06/00

\$ \*\*\*\*\*965.9

NBOC Bank  
Central Offices: Indiana, Pennsylvania

Authorizing Signature

MC Muller

025151 04330682601 1312612 3

Ex- 9677

COPY