

00-455-CD  
EASTERN SAVINGS BANK, FSB -vs- RUTH KRAUSE et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

① EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

② RUTH KRAUSE and  
③ SCOTT D. KRAUSE, ④

Defendant.

CIVIL DIVISION

NO.: 00 . 455 . 454 . CD

TYPE OF PLEADING

**CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE**

FILED ON BEHALF OF:

Eastern Savings Bank, FSB,  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(S)

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:

11350 McCormick Road, Suite 200  
Hunt Valley, MD 21031

AND THE DEFENDANT(S):

501 Blanchard Street  
Osceola Mills, PA 16666

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
501 Blanchard Street, Osceola Mills, PA 16666

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

JAMES, SMITH, DURKIN &  
CONNELLY LLP

P.O. Box 650  
Hershey, PA 17033

(717) 533-3280

**FILED**

**APR 17 2000**

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.:
	:	
vs.	:	
	:	
RUTH KRAUSE and	:	
SCOTT D. KRAUSE,	:	
	:	
Defendants.	:	

**NOTICE TO DEFEND**

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

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

:

CIVIL DIVISION

:

Plaintiff,

:

NO.:

:

vs.

:

:

RUTH KRAUSE and  
SCOTT D. KRAUSE,

:

:

:

Defendants.

:

**AVISO**

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una competencia escrita y radicarla en la Corte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUIENTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.:
	:	
vs.	:	
	:	
RUTH KRAUSE and	:	
SCOTT D. KRAUSE,	:	
	:	
Defendants.	:	

**CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE**

And now comes Eastern Savings Bank, FSB, by its attorneys, James, Smith, Durkin & Connelly LLP, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Eastern Savings Bank, FSB, a Maryland state-chartered commercial bank, authorized to conduct business in the Commonwealth of Pennsylvania, with a principal business address of 11350 McCormick Road, Suite 200, Hunt Valley, Maryland 21031.

2. The Defendants, Ruth Krause and Scott D. Krause, are individuals whose last known address is 501 Blanchard Street, Osceola Mills, Pennsylvania, 16666.

3. On or about February 5, 1997, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$32,250.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about February 5, 1997, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$32,250.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of York County on February 10, 1997, in Mortgage Book

Volume 1819, Page 388. A true and correct copy of said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

7. On or about February 15, 2000, Defendants were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq. A true and correct copy of said Notices are marked Exhibit "C, attached hereto and made a part hereof.

8. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 30,828.75
Interest through 4/14/00	\$ 1,384.04
Late Charge	\$ 37.92
Other Fees and Costs	\$ 70.00
Attorneys' fees	\$ 1,100.00
Court, Sheriff & Title Costs	\$ <u>2,500.00</u>
<b>TOTAL</b>	<b>\$ 35,920.71</b>

plus interest on the principal sum (\$30,828.75) from April 14, 2000, at the rate of \$9.24 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

9. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be

assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$35,920.71, with interest thereon at the rate of \$9.24 per diem from April 14, 2000, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises

JAMES, SMITH, DURKEN, & CONNELLY LLP

BY: 

Scott A. Diëttenick, Esquire

Attorneys for Plaintiff

PA I.D. # 55650

P.O. Box 650

Hershey, PA 17033

(717) 533-3280

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"



## NOTE

FEBRUARY 5, 1997

Date

DU BOIS

City

PENNSYLVANIA

State

501 BLANCHARD ST.

Property Address

OSCEOLA MILLS

City

PENNSYLVANIA

State

16666

Zip Code

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ **32,250.00** (this amount called "principal"), plus interest, to the order of the Lender. The Lender is Eastern Savings Bank, fsb, Executive Plaza II, Suite 200, 11350 McCormick Road, Hunt Valley, MD 21031. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **10.790** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **10TH** day of each month beginning on **MARCH 10, 1997**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied first to interest computed to the date of payment, then to principal, and then to accrued late charges. If, on **FEBRUARY 10, 2012**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." If I fail to pay this Note in full on or before the maturity date, I will pay interest from and after the maturity date upon the unpaid principal balance at the rate of interest prevailing under this Note. Lender, at its option, may declare any remaining indebtedness immediately due and payable **FIVE** ( **5** ) years after the date of this loan or annually thereafter on the anniversary of that date.

I will make my monthly payments at Eastern Savings Bank, fsb, Executive Plaza II, Suite 200, 11350 McCormick Road, Hunt Valley, MD 21031 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payments will be in the amount of U.S. \$ **362.32**.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduced principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly, but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. Reasonable attorney's fees shall include fees expended in bankruptcy proceedings filed on behalf of or against me.

**(F) NSF Charges**

Lender may charge a fee of \$15.00 if a check submitted by the borrower is dishonored on the second presentment.

**7. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

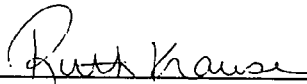
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**11. APPLICABLE LAW**

This Note shall be governed by the provisions of Subtitle 10 of Article 12 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time, and by federal law.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)  
RUTH KRAUSE -Borrower

 (Seal)  
SCOTT D. KRAUSE -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

[Sign Original Only]

EXHIBIT "B"

KRAUSE 04/30/14 15/

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 4:55pm 2-10-97  
BY *[Signature]*  
FEES 2.00  
Karen L. Starck, Recorder

[Space Above This Line For Recording Date]

## MORTGAGE

# 0930496914

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 5TH, 1997. The mortgagor is RUTH KRAUSE AND SCOTT D. KRAUSE, her husband ("Borrower"). This Security Instrument is given to EASTERN SAVINGS BANK, FSB, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 11350 MCCORMICK ROAD, SUITE 200, HUNT VALLEY, MARYLAND 21031 ("Lender"). Borrower owes Lender the principal sum of THIRTY TWO THOUSAND TWO HUNDRED FIFTY AND NO / 100 Dollars (U.S. \$ 32,250.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 10, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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



*[Signature: Karen L. Starck]*  
Karen L. Starck  
Recorder of Deeds

which has the address of 501 BLANCHARD ST. OSCEOLA MILLS  
[Street] [City]  
Pennsylvania 16666 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available.

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.



**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Dolores F. Ryoke*

*Ruth Krause* (Seal)  
RUTH KRAUSE -Borrower

*Dolores F. Ryoke*

*Scott D. Krause* (Seal)  
SCOTT D. KRAUSE -Borrower

..... (Seal)  
-Borrower

(Seal)  
-Borrower

CERTIFICATE OF RESIDENCE. I, the undersigned subscribing Agent of the Lender named within, do hereby  
 certify that the correct address of the said Lender is \_\_\_\_\_  
11350 MCCORMICK ROAD, SUITE 200, HUNT VALLEY, MARYLAND 21031

WITNESS MY HAND this 5th day of February, 19 97.

Signature

Printed Name Agent of Lender

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

County ss:

On this, the 5th day of FEBRUARY, 97, before me, Dolores F. Yohe  
 the undersigned officer, personally appeared  
**RUTH KRAUSE AND SCOTT D. KRAUSE, her husband**

known to me (or satisfactorily  
 proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
 that he/she/they executed the same for the purposes herein 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, 1999

Notary Public

Title of Officer

STL&amp;D# PAG-7-NEW

Record of Record Feb 10 1997, 12:45p.

Form 3039 9/90

(page 7 of 7 pages)

Karen L. Starck, Recorder

## EXHIBIT "C"

Scott D. Krause  
501 Blanchard Street  
Osceola Mills, PA 16666

February 15, 2000

Via Certified Mail –  
Return Receipt Requested  
Regular U.S. Mail

## 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 NOTIFICACIÓN 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 INMEDITAMENTE 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.

HOMEOWNER'S NAME(S): Ruth Krause and Scott D. Krause

PROPERTY ADDRESS: 501 Blanchard Street, Osceola Mills, PA 16666

LOAN ACCT. NO.: 930496914

ORIGINAL LENDER: Eastern Savings Bank, FSB

CURRENT LENDER/SERVICER: Eastern Savings Bank, FSB

### **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 YOU 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: 501 Blanchard Street, Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: monthly payment of \$362.32 for the months of November 1999 through February 2000 for a total monthly payment amount of 1,449.28.

Other Charges: Late charges in the total amount of \$19.80 and bank fees in the amount of \$30.00.

**TOTAL AMOUNT PAST DUE: \$1,499.08**

**HOW TO CURE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,499.08, 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:

James, Smith, Durkin & Connelly LLP  
ATTN: Scott A. Dietterick, Esquire  
P.O. Box 650  
Hershey, PA 17033

**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 **foreclosure 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 have 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 six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the

longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:**     Eastern Savings Bank, FSB

**Address:**             11350 McCormick Road, Suite 200,  
                                 Hunt Valley, MD 21031

**Phone Number:**     1-800-787-2200 Ext. 259

**Fax Number:**         410-527-7602

**Contact Person:**     Ellen Matanle

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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



- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

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

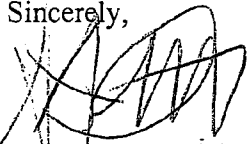
CCCS Of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

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

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

In accordance with the Fair Debt Collection Practices Act, Title 15 U.S.C. §1692(g), you may dispute the validity of this debt, or any portion thereof, if you do so in writing within thirty (30) days after receipt of this notice. If you dispute the validity of this debt or any portion thereof within this thirty-day period, this firm will provide you with written verification thereof, otherwise the debt will be assumed to be valid. Please be advised this is an effort to collect a debt. Any and all information obtained will be used for that purpose.

Sincerely,



Scott A. Dietterick, Esquire  
SAD/mse

cc: Ellen Matanle, Eastern Savings Bank, FSB

Ruth Krause  
501 Blanchard Street  
Osceola Mills, PA 16666

February 15, 2000

Via Certified Mail –  
Return Receipt Requested  
Regular U.S. Mail

## ACT 91 NOTICE

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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 INMEDITAMENTE 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.

HOMEOWNER'S NAME(S): Ruth Krause and Scott D. Krause  
PROPERTY ADDRESS: 501 Blanchard Street, Osceola Mills, PA 16666  
LOAN ACCT. NO.: 930496914  
ORIGINAL LENDER: Eastern Savings Bank, FSB  
CURRENT LENDER/SERVICER: Eastern Savings Bank, FSB

**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 YOU 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 you 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: 501 Blanchard Street, Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: monthly payment of \$362.32 for the months of November 1999 through February 2000 for a total monthly payment amount of 1,449.28.

Other Charges: Late charges in the total amount of \$19.80 and bank fees in the amount of \$30.00.

**TOTAL AMOUNT PAST DUE: \$1,499.08**

**HOW TO CURE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,499.08, 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:**

James, Smith, Durkin & Connelly LLP  
ATTN: Scott A. Dietterick, Esquire  
P.O. Box 650  
Hershey, PA 17033

**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 **foreclosure 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 have 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 six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the

longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:**     Eastern Savings Bank, FSB

**Address:**             11350 McCormick Road, Suite 200,  
                                 Hunt Valley, MD 21031

**Phone Number:**     1-800-787-2200 Ext. 259

**Fax Number:**         410-527-7602

**Contact Person:**     Ellen Matanle

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

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

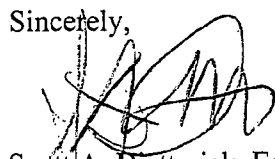
CCCS Of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

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

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

In accordance with the Fair Debt Collection Practices Act, Title 15 U.S.C. §1692(g), you may dispute the validity of this debt, or any portion thereof, if you do so in writing within thirty (30) days after receipt of this notice. If you dispute the validity of this debt or any portion thereof within this thirty-day period, this firm will provide you with written verification thereof, otherwise the debt will be assumed to be valid. Please be advised this is an effort to collect a debt. Any and all information obtained will be used for that purpose.

Sincerely,




Scott A. Dietterick, Esquire  
SAD/mse

cc: Ellen Matanle, Eastern Savings Bank, FSB

VERIFICATION

G. C. Kulikowski hereby states that he is the Assistant Vice President of Eastern Savings Bank, fsb

mortgage servicing agent for plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.

  
G. C. Kulikowski  
Assistant Vice President

Date: March 13, 2000



FILED

APR 17 2000

WILLIAM A. SHAW  
Prothonotary

Dec Sheriff

\$80.00

SCOTT A. DIETTERICK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

00-455-CD

VS

KRAUSE, RUTH

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MAY 3, 2000 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON RUTH KRAUSE, DEFENDANT AT  
RESIDENCE 501 BLANCHARD ST., OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO RUTH KRAUSE A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW MAY 3, 2000 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON SCOTT D. KRAUSE, DEFENDANT AT  
RESIDENCE 501 BLANCHARD ST., OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO RUTH KRAUSE, WIFE A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

65.60 SHFF. HAWKINS PAID BY: ATTY  
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

8th DAY OF May 2000  
William A. Shaw

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

SO ANSWERS,

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

FILED

MAY 08 2000  
01:11:49  
William A. Shaw  
Prothonotary ESB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

No.: 00-455 CD

Plaintiff,

ISSUE NUMBER:

TYPE OF PLEADING:

vs.

**PRAECIPE FOR DEFAULT JUDGMENT**  
(Mortgage Foreclosure)

84  
84 RUTH KRAUSE and  
SCOTT D. KRAUSE,


Defendants.

FILED ON BEHALF OF:

Eastern Savings Bank, FSB  
Plaintiff

I Hereby certify that the last known address  
of Defendant(s) is/are:

501 Blanchard Street  
Osceola Mills, PA 16666

  
\_\_\_\_\_  
Attorney for Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire  
Pa. I.D. #55650

JAMES, SMITH, DURKIN &  
CONNELLY LLP  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

**FILED**

JUN 08 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Ruth Krause and Scott D. Krause, in the amount of \$36,420.33 which is itemized as follows:

Principal	\$ 30,828.75
Interest through 6/6/00	\$ 1,873.76
Late Charge	\$ 47.82
Other Fees and Costs	\$ 70.00
Attorneys' fees	\$ 1,100.00
Court, Sheriff & Title Costs	\$ <u>2,500.00</u>
<b>TOTAL</b>	<b>\$ 36,420.33</b>

plus interest on the principal sum (\$30,828.75) from June 6, 2000, at the rate of \$9.24 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

JAMES, SMITH, DURKIN & CONNELLY LLP

By: 

Scott A. Dietterick, Esquire

Attorney for Plaintiff

PA I.D. #55650

P.O. Box 650

Hershey, PA 17033

(717) 533-3280

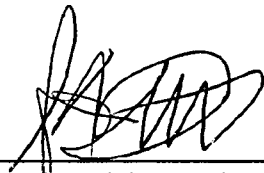
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:


COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants are not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

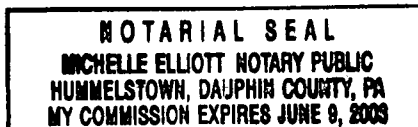
  
\_\_\_\_\_  
Scott A. Dietterick, Esquire

Sworn to and subscribed before me

this 6th day of June, 2000.

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

My Commission Expires:



COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Ruth Krause

- ☐ Plaintiff  
☒ Defendant  
☐ Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding

on June 8, 2000

- ☐ A copy of the Order or Decree is enclosed,  
or  
☒ The judgment is as follows: \$36,420.33

plus interest on the principal sum (\$30,828.75) from June 6, 2000, at the rate of \$9.24 per diem,  
plus additional late charges, and costs (including additional escrow advances), additional  
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

\_\_\_\_\_  
Deputy

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Ruth Krause

- ☐ Plaintiff  
☒ Defendant  
☐ Additional Defendant

You are hereby notified that an Order, Decree or

Judgment was entered in the above captioned proceeding

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plus additional late charges, and costs (including additional escrow advances), additional  
attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

---

Deputy

SCOTT A. DIETTERICK

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

00-455-CD

VS

KRAUSE, RUTH

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MAY 3, 2000 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON RUTH KRAUSE, DEFENDANT AT  
RESIDENCE 501 BLANCHARD ST., OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO RUTH KRAUSE A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW MAY 3, 2000 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON SCOTT D. KRAUSE, DEFENDANT AT  
RESIDENCE 501 BLANCHARD ST., OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO RUTH KRAUSE, WIFE A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

65.60 SHFF. HAWKINS PAID BY: ATTY  
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

SO ANSWERS,

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2000

\_\_\_\_\_

CHESTER A. HAWKINS  
SHERIFF



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

**IMPORTANT NOTICE**

TO: Ruth Krause  
501 Blanchard Street  
Osceola Mills, PA 16666

DATE OF NOTICE: May 24, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR 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.

**Pennsylvania Lawyer Referral Service**

**Pennsylvania Bar Association**

**P.O. Box 186**

**Harrisburg, PA 17108**

**Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

VS

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

**AVISO IMPORTANTE**

A.     Ruth Krause

FECHA DEL AVISO:              May 24, 2000

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENTE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEQUIR AYUDA LEGAL.

**Pennsylvania Lawyer Referral Service**

**Pennsylvania Bar Association**

**P.O. Box 186**

**Harrisburg, PA 17108**

**Phone (800) 692-7375**

JAMES, SMITH, DURKIN & CONNELLY LLP

DATE: 5/24/00

BY: 

Scott A. Dietterick, Esquire

PA I.D. #55650

Attorneys for Plaintiff

P.O. Box 650

Hershey, PA 17033

FIRST CLASS U.S. MAIL, POSTAGE PREPAID (717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

VS

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

**IMPORTANT NOTICE**

TO:    Scott D. Krause  
       501 Blanchard Street  
       Osceola Mills, PA 16666

DATE OF NOTICE: May 24, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR 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.

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
  
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

VS

RUTH KRAUSE and  
SCOTT D. KRAUSE,  
Defendants.

**AVISO IMPORTANTE**

A. Scott D. Krause

FECHA DEL AVISO: May 24, 2000

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108**

**Phone (800) 692-7375**

JAMES, SMITH, DURKIN & CONNELLY LLP

DATE: 5/24/00

BY: 

Scott A. Dietterick, Esquire  
PA I.D. #55650  
Attorneys for Plaintiff  
P.O. Box 650  
Hershey, PA 17033

FIRST CLASS U.S. MAIL, POSTAGE PREPAID (717) 533-3280

FILED

JUN 08 2000  
M 11:56 / atty  
William A. Shaw  
Prothonotary

Dietrick rd \$20.00

Notice to Dgs: Ruth Kraus  
Scott Kraus

Statement to City Dietrick  
KES

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

COPY

EASTERN SAVINGS BANK, FSB,

Plaintiff(s)

No. 00-455-CD

Real Debt \$36,420.33

vs.

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

RUTH KRAUSE and SCOTT D. KRAUSE

Defendant(s)

Costs \$ \_\_\_\_\_

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

Entry \$20.00

Instrument Default Judgment

Date of Entry June 8, 2000

Expires June 8, 2005

Certified from the record this 8th day of June, 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

EASTERN SAVINGS BANK, FSB,

Plaintiff

Docket No.: 00-455 CD

v.

Execution No.: \_\_\_\_\_

84  
84 | RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER  
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due \$ 36,420.33

Interest from 6/6/00 1,681.68  
to date of sale

Costs (Costs to be added) 205.60

**Total** **\$ 38,102.01**

**FILED**

AUG 04 2000

William A. Shaw  
Prothonotary

JAMES, SMITH, DURKIN & CONNELLY LLP

Date: 8/3/00

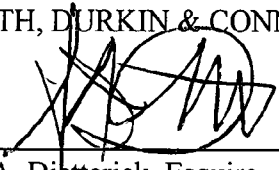
BY:   
Scott A. Dietterick, Esquire  
PA ID #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280  
Attorney for Plaintiff

Exhibit "A"

LEGAL DESCRIPTION

BEGINNING at a point on the Southeast corner of the intersection of Blanchard Street and Hale Street; thence in a Southeasterly direction along the Southern right of way line of Hale Street; a distance of 150 feet to a point on the Western right of way line of Decatur Alley; thence in a Southwesterly direction along the Western right of way line of Decatur Alley and on a course parallel to Blanchard Street a distance of 50 feet more or less to a point; thence in a Northwesterly direction and on a line parallel to the first course herein and parallel to Hale Street a distance of 150 feet to a point on the eastern right of way line of Blanchard Street; thence in a Northeasterly direction on a line parallel to the second course herein and parallel to Decatur Alley a distance of 50 feet to a point and place of beginning.

Parcel No. 016 Map 013

Property: 501 Blanchard Street, Osceola Mills, PA 16666

BEING the same premises which Caroline Liggett and Lester R. Liggett and Robert O. Rothrock, single and John A. Rothrock and Doris Rothrock, by Deed dated February 9, 1983 and recorded on February 17, 1983 in and for Clearfield County, in Deed Book 874, Page 288 granted and conveyed unto Scott D. Krause and Ruth Krause, his wife, by Tenants by the Entireties.



FILED

AUG 04 2000  
M 12:09 PM  
William A. Shaw  
Prothonotary

Detrend  
Pd \$20.00  
Le wirts Shaw's  
~~Shaw's~~

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 00-455 CD

vs.

RUTH KRAUSE and SCOTT KRAUSE,

Defendants.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	\$36,420.33
INTEREST from <u>6/6/00</u> to day of sale	\$ <u>1,681.68</u>
TOTAL	\$38,102.01
(Costs to added)	205.60

Prothonotary:

By: William L. [Signature]

Clerk

Date: August 4, 2000

Exhibit "A"

**LEGAL DESCRIPTION**

*BEGINNING at a point on the Southeast corner of the intersection of Blanchard Street and Hale Street; thence in a Southeasterly direction along the Southern right of way line of Hale Street; a distance of 150 feet to a point on the Western right of way line of Decatur Alley; thence in a Southwesterly direction along the Western right of way line of Decatur Alley and on a course parallel to Blanchard Street a distance of 50 feet more or less to a point; thence in a Northwesterly direction and on a line parallel to the first course herein and parallel to Hale Street a distance of 150 feet to a point on the eastern right of way line of Blanchard Street; thence in a Northeasterly direction on a line parallel to the second course herein and parallel to Decatur Alley a distance of 50 feet to a point and place of beginning.*

Parcel No. 016 Map 013

Property: 501 Blanchard Street, Osceola Mills, PA 16666

BEING the same premises which Caroline Liggett and Lester R. Liggett and Robert O. Rothrock, single and John A. Rothrock and Doris Rothrock, by Deed dated February 9, 1983 and recorded on February 17, 1983 in and for Clearfield County, in Deed Book 874, Page 288 granted and conveyed unto Scott D. Krause and Ruth Krause, his wife, by Tenants by the Entireties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.: 00-455 CD
	:	
vs.	:	
	:	
RUTH KRAUSE and SCOTT KRAUSE,	:	
	:	
Defendants.	:	

**AFFIDAVIT OF LAST KNOWN ADDRESS**

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS:
COUNTY OF DAUPHIN	:	

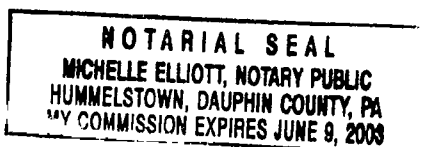
Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for Plaintiff, who being duly sworn according to law deposes and says that the owners of the property located at 501 Blanchard Street, Osceola Mills, Clearfield County, Pennsylvania 16666, are Defendants, Ruth Krause and Scott Krause, who reside at 501 Blanchard Street, Osceola Mills, Clearfield County, Pennsylvania 16666, to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 3rd DAY OF August, 2000.

  
\_\_\_\_\_  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

CIVIL DIVISION

NO.: 00-455-CD

ISSUE NO.:

TYPE OF PLEADING:

**Pa.R.C.P. RULE 3129.2(C)  
AFFIDAVIT OF SERVICE OF  
DEFENDANTS/OWNERS AND  
OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:

Eastern Savings Bank, FSB,  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire  
Pa. I.D. #55650

JAMES, SMITH, DURKIN &  
CONNELLY LLP  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

**FILED**

SEP 27 2000  
m/12:25/MS  
William A. Shaw  
Prothonotary  
no c/c  
EWS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

**Pa.R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE OF  
DEFENDANTS/OWNERS AND OTHER PARTIES OF INTEREST**

I, Scott A. Dietterick, Esquire, attorney for Eastern Savings Bank, FSB, Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendants/Owners and Other Parties of Interest as follows:

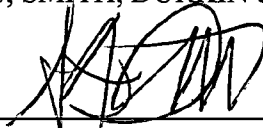
1. Defendants, Ruth Krause and Scott D. Krause, are the record owners of the real property.
2. On or about September 8, 2000, Defendants, Ruth Krause and Scott D. Krause, were served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa.R.C.P. 3129, via certified mail, return receipt requested, at the address of the mortgaged premises, being 501 Blanchard Street, Osecola Mills, Pennsylvania 16666. True and correct copies of said Notices and Return Receipts are marked Exhibit "A", attached hereto and made a part hereof.
3. On or about September 13, 2000, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to Rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True

and correct copies of said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that Defendants/Owners and all Other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa. R.C.P. 3129.2.

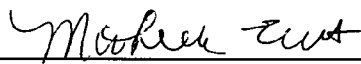
JAMES, SMITH, DURKIN & CONNELLY LLP

Dated: 9/25/00

BY:   
Scott A. Dietterick, Esquire  
Pa. I.D. #55650  
Attorneys for Plaintiff  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

Sworn to and subscribed before me this

25th day of September, 2000.

  
Notary Public

MY COMMISSION EXPIRES:

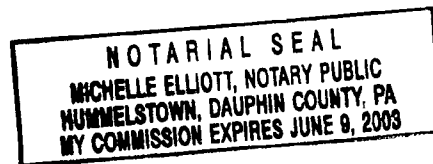


EXHIBIT "A"<sup>93</sup>



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

Plaintiff,

vs.

RUTH KRAUSE and SCOTT KRAUSE,

Defendants.

CIVIL DIVISION

NO.: 00-455 CD

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Ruth Krause  
501 Blanchard Street  
Osceola Mills, PA 16666

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830 on November 3, 2000 at 10:00 A.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

501 Blanchard Street  
Osceola Mills, PA 16666  
Clearfield County

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 00-455 CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS  
PROPERTY ARE:

Ruth Krause  
Scott Krause

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 E. Market Street, Clearfield, Pennsylvania 16830.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR  
PROPERTY.

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold 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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR  
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET  
FREE LEGAL ADVICE.

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

THE LEGAL RIGHTS YOU MAY HAVE ARE:

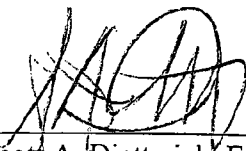
1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, before presentation of the petition to the Court.

JAMES, SMITH, DURKIN & CONNELLY LLP

DATED:

8/3/00

BY:

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA ID #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

PERSONAL SERVICE BY CLEARFIELD COUNTY SHERIFF

Exhibit "A"

LEGAL DESCRIPTION

*BEGINNING at a point on the Southeast corner of the intersection of Blanchard Street and Hale Street; thence in a Southeasterly direction along the Southern right of way line of Hale Street; a distance of 150 feet to a point on the Western right of way line of Decatur Alley; thence in a Southwesterly direction along the Western right of way line of Decatur Alley and on a course parallel to Blanchard Street a distance of 50 feet more or less to a point; thence in a Northwesterly direction and on a line parallel to the first course herein and parallel to Hale Street a distance of 150 feet to a point on the eastern right of way line of Blanchard Street; thence in a Northeasterly direction on a line parallel to the second course herein and parallel to Decatur Alley a distance of 50 feet to a point and place of beginning.*

Parcel No. 016 Map 013

Property: 501 Blanchard Street, Osceola Mills, PA 16666

BEING the same premises which Caroline Liggett and Lester R. Liggett and Robert O. Rothrock, single and John A. Rothrock and Doris Rothrock, by Deed dated February 9, 1983 and recorded on February 17, 1983 in and for Clearfield County, in Deed Book 874, Page 288 granted and conveyed unto Scott D. Krause and Ruth Krause, his wife, by Tenants by the Entireties.

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Notice of Sheriff's Sale

Postage

\$ 0.55

Certified Fee

1.40

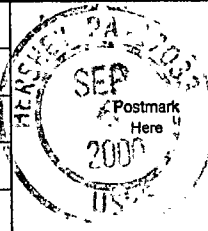
Return Receipt Fee  
(Endorsement Required)

1.25

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$ 3.20



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

Ruth Krause

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

501 Blanchard Street

City, State, ZIP+4

Osceola Mills, PA 16666

PS Form 3800, July 1999

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Ruth Krause  
501 Blanchard Street  
Osceola Mills, PA  
16666

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Ruth M Krause

B. Date of Delivery

9-8-00

C. Signature

x Ruth M Krause

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7099 3220 0010 3578 6224

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

Plaintiff,

vs.

RUTH KRAUSE and SCOTT KRAUSE,

Defendants.

CIVIL DIVISION

NO.: 00-455 CD

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Scott Krause  
501 Blanchard Street  
Osceola Mills, PA 16666

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (Real Estate) will be held at the Clearfield County Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830 on November 3, 2000 at 10:00 A.m. prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

501 Blanchard Street  
Osecola Mills, PA 16666  
Clearfield County

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 00-455 CD

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS  
PROPERTY ARE:

Ruth Krause  
Scott Krause

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 E. Market Street, Clearfield, Pennsylvania 16830.

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It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold 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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR  
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET  
FREE LEGAL ADVICE.

**Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375**

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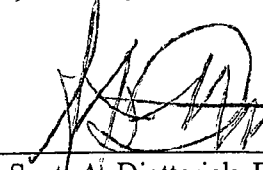
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3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830, before presentation of the petition to the Court.

JAMES, SMITH, DURKIN & CONNELLY LLP

DATED:

8/3/00

BY:

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA ID #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

PERSONAL SERVICE BY CLEARFIELD COUNTY SHERIFF



Exhibit "A"

**LEGAL DESCRIPTION**

*BEGINNING at a point on the Southeast corner of the intersection of Blanchard Street and Hale Street; thence in a Southeasterly direction along the Southern right of way line of Hale Street; a distance of 150 feet to a point on the Western right of way line of Decatur Alley; thence in a Southwesterly direction along the Western right of way line of Decatur Alley and on a course parallel to Blanchard Street a distance of 50 feet more or less to a point; thence in a Northwesterly direction and on a line parallel to the first course herein and parallel to Hale Street a distance of 150 feet to a point on the eastern right of way line of Blanchard Street; thence in a Northeasterly direction on a line parallel to the second course herein and parallel to Decatur Alley a distance of 50 feet to a point and place of beginning.*

Parcel No. 016 Map 013

Property: 501 Blanchard Street, Osceola Mills, PA 16666

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**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

*Notice of Sheriff's Sale*

7099 3220 0010 0010 3578 6217

Postage	\$ 0.55
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 3.20</b>

Postmark  
Here

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

*Scott D. Krause*  
Street, Apt. No. or PO Box No.  
*501 Blanchard Street*  
City, State, ZIP+4  
*Osceola Mills, PA 16866*

PS Form 3800, July 1999

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

*Scott D. Krause*  
*501 Blanchard Street*  
*Osceola Mills, PA 16866*

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Scott D. Krause</i>	<i>9-8-00</i>
C. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
<i>Scott D. Krause</i>	
D. Is delivery address different from item 1?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If YES, enter delivery address below:	

3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	

2. Article Number (Copy from service label)

*7099 3220 0010 3578 6217*

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

## EXHIBIT "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

**NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST**  
**PURSUANT TO Pa.R.C.P. 3129(b)**

TO: Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
230 E. Market Street, Suite 121  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of 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

CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

on November 3, 2000 at 10:00 a.m., the following described real estate which Ruth Krause and Scott Krause are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

501 Blanchard Street  
Osecola Mills, Pennsylvania 16666  
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

RUTH KRAUSE and SCOTT KRAUSE,

Defendants.

at EX. NO. 00-455 CD in the amount of \$36,420.68, plus interest and costs.

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 no later than thirty (30) days from the sale date.

Exceptions to Distributions or 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.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DURKIN &  
CONNELLY LLP**

Dated: 9/12/00

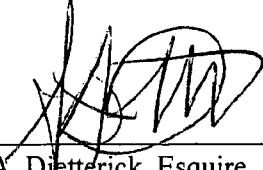
By:   
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
PA ID #55650  
Attorney for Plaintiff  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

Exhibit "A"

LEGAL DESCRIPTION

BEGINNING at a point on the Southeast corner of the intersection of Blanchard Street and Hale Street; thence in a southeasterly direction along the Southern right of way line of Hale Street; a distance of 150 feet to a point on the Western right of way line of Decatur Alley; thence in a Southwesterly direction along the Western right of way line of Decatur Alley and on a course parallel to Blanchard Street a distance of 50 feet more or less to a point; thence in a Northwesterly direction and on a line parallel to the first course herein and parallel to Hale Street a distance of 150 feet to a point on the eastern right of way line of Blanchard Street; thence in a Northeasterly direction on a line parallel to the second course herein and parallel to Decatur Alley a distance of 50 feet to a point and place of beginning.

Parcel No. 016 Map 013

Property: 501 Blanchard Street, Osceola Mills, PA 16666

BEING the same premises which Caroline Liggett and Lester R. Liggett and Robert O. Rothrock, single and John A. Rothrock and Doris Rothrock, by Deed dated February 9, 1983 and recorded on February 17, 1983 in and for Clearfield County, in Deed Book 874, Page 288 granted and conveyed unto Scott D. Krause and Ruth Krause, his wife, by Tenants by the Entireties.

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

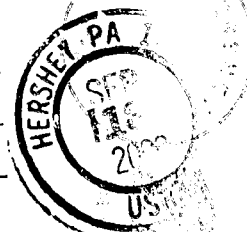
Received From: NO POSTAGE NECESSARY  
POSTAGE PREPAID BY *SAD*  
JAMES, SMITH, DURKIN & CONNELLY LLP  
P.O. BOX 650  
HERSHEY, PENNSYLVANIA 17033-0650

One piece of ordinary mail addressed to:

- Clearfield County Tax Claim Bureau —
- Clearfield County Courthouse —
- 230 E. Market Street, Suite 121 —
- Clearfield, PA 16830 —

PS Form 3817, Mar. 1989

*Klaus*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,                      CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

**NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST**  
**PURSUANT TO Pa.R.C.P. 3129(b)**

TO: Clearfield County Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street, Suite 121  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued out of 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

CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

on November 3, 2000 at 10:00 a.m., the following described real estate which Ruth Krause and Scott Krause are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

501 Blanchard Street  
Osecola Mills, Pennsylvania 16666  
Clearfield County

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").



The said Writ of Execution has been issued on a judgment in the action of

EASTERN SAVINGS BANK, FSB,

Plaintiff,

vs.

RUTH KRAUSE and SCOTT KRAUSE,

Defendants.

at EX. NO. 00-455 CD in the amount of \$36,420.68, plus interest and costs.

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 no later than thirty (30) days from the sale date.

Exceptions to Distributions or 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.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

**JAMES, SMITH, DURKIN &  
CONNELLY LLP**

Dated: 9/12/00

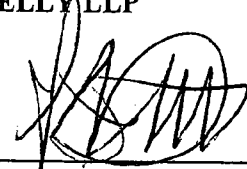
By:   
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
PA ID #55650  
Attorney for Plaintiff  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

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Parcel No. 016 Map 013

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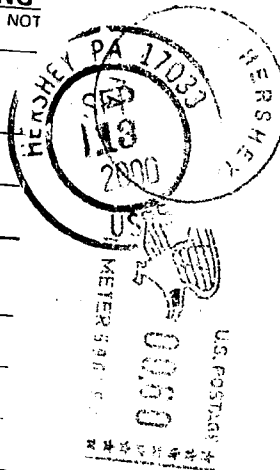
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From: NO POSTAGE NECESSARY *SAD*  
POSTAGE PREPAID BY  
JAMES, SMITH, DURKIN & CONNELLY LLP  
P.O. BOX 650  
HERSHEY, PENNSYLVANIA 17033-0550

One piece of  
Clearfield County Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street, Suite 121  
Clearfield, PA 16830

PS Form 3817, Mar. 1989

*Klaus*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB

CIVIL DIVISION

Plaintiff,

NO.: 00-455 CD

vs.

RUTH KRAUSE and SCOTT KRAUSE,

Defendants.

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the Judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

See attached Exhibit "A"

AMOUNT DUE	\$36,420.33
INTEREST from <u>6/6/00</u> to day of sale	\$ <u>1,681.68</u>
TOTAL	\$38,102.01
(Costs to added)	<u>205.60</u>

Prothonotary:

By: \_\_\_\_\_

Clerk

Date: 8/4/00

**RECEIVED AUG 4 2000**

(@ 3:52 PM)  
Chester A. Hawkins  
by Margaret H. Pitt

Exhibit "A"

**LEGAL DESCRIPTION**

*BEGINNING at a point on the Southeast corner of the intersection of Blanchard Street and Hale Street; thence in a Southeasterly direction along the Southern right of way line of Hale Street; a distance of 150 feet to a point on the Western right of way line of Decatur Alley; thence in a Southwesterly direction along the Western right of way line of Decatur Alley and on a course parallel to Blanchard Street a distance of 50 feet more or less to a point; thence in a Northwesterly direction and on a line parallel to the first course herein and parallel to Hale Street a distance of 150 feet to a point on the eastern right of way line of Blanchard Street; thence in a Northeasterly direction on a line parallel to the second course herein and parallel to Decatur Alley a distance of 50 feet to a point and place of beginning.*

Parcel No. 016 Map 013

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

Sheriff Docket # 10052

**EASTERN SAVINGS BANK, FSB**

**00-455-CD**

**VS.**

**KRAUSE, RUTH EX.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, SEPTEMBER 5, 2000, AT 1:32 PM O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, NOVEMBER 3, 2000, AT 10:00 AM.**

**NOW, SEPTEMBER 7, 2000, AT 5:42 PM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON SCOTT KRAUSE, HUSBAND OF RUTH  
KRAUSE, DEFENDANT, AT HIS PLACE OF RESIDENCE, 501 BLANCHARD STREET,  
OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666, BY HANDING TO  
SCOTT KRAUSE, HUSBAND OF RUTH KRAUSE, DEFENDANT, A TRUE AND  
ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, SEPTEMBER 7, 2000, AT 5:42 PM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON SCOTT KRAUSE, DEFENDANT, AT HIS  
PLACE OF RESIDENCE, 501 BLANCHARD STREET, OSCEOLA MILLS, CLEARFIELD  
COUNTY, PENNSYLVANIA, 16666, A TRUE AND ATTESTED COPY OF THE  
ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, OCTOBER 9, 2000, RECEIVED FAX FROM SCOTT DIETTERICK, ATTORNEY  
FOR THE PLAINTIFF, THAT SALE IS TO BE CONTINUED TO FRIDAY, JANUARY 5,  
2001, AT 10:00 AM.**

**NOW, OCTOBER 12, 2000, RECEIVED LETTER FROM SCOTT DIETTERICK, ATTORNEY  
FOR THE PLAINTIFF, THAT SALE IS TO BE CONTINUED TO FRIDAY, JANUARY 5,  
2001, AT 10:00 AM.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10052

EASTERN SAVINGS BANK, FSB

00-455-CD

VS.

KRAUSE, RUTH EX.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 2, 2000, RECEIVED A FAX FROM SCOTT DIETTERICK, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE CANCELLED, DEFENDANTS HAD LOAN REINSTATED BY PAYING SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200.00) TO THE PLAINTIFF.

NOW, JANUARY 22, 2002, RETURN WRIT AS NO SALE HELD, DEFENDANTS HAD LOAN REINSTATED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$324.96  
SURCHARGE \$ 40.00  
PAID BY ATTORNEY

FILED

JAN 22 2002  
01:40pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

22nd Day Of January 2002

WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
by Margaret W. Pott  
Chester A. Hawkins  
Sheriff

JAMES SMITH DURKIN & CONNELLY LLP



October 9, 2000

**VIA FACSIMILE (814) 765-6089**

Office of the Sheriff  
Attention: Peggy  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

**RE: Eastern Savings Bank, FSB  
vs.  
Ruth Krause and Scott D. Krause  
Docket No. 00-455 CD  
Sheriff Sale Date: November 3, 2000  
Our File No.: 99-0876**

134 SIPE AVENUE  
HUMMELSTOWN, PA  
17036

MAILING ADDRESS:  
P.O. BOX 650  
HARRISBURG, PA 17033

PH: 717 533 3280  
FAX: 717 533 2795  
INFO@JSDLEGAL.COM

HARRISBURG OFFICE:  
108 WALNUT ST  
HARRISBURG, PA 17101  
(717) 238-1776


Dear Peggy:

Please consider this correspondence a formal request to *continue* the Sheriff Sale scheduled for November 3, 2000 to the January 5, 2001 sale. Please announce the continuance at the November 3, 2000 sale.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

JAMES SMITH DURKIN & CONNELLY LLP

  
Scott A. Dietterick  
SAD:clg

Scott A. Dietterick  
sdietterick@jsolegal.com

COPY

BUSINESS &  
COMMERCIAL LAW  
CIVIL LITIGATION  
CREDITORS' RIGHTS  
EDUCATION LAW  
EMPLOYMENT LAW  
ESTATE PLANNING  
FAMILY LAW  
INSURANCE LAW  
LAND USE  
MUNICIPAL LAW  
REAL ESTATE  
TRUST & ESTATE  
ADMINISTRATION



October 9, 2000

VIA FACSIMILE (814) 765-6089

Office of the Sheriff  
Attention: Peggy  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

RE: Eastern Savings Bank, FSB  
vs.  
Ruth Krause and Scott D. Krause  
Docket No. 00-455 CD  
Sheriff Sale Date: November 3, 2000  
Our File No.: 99-0876

Dear Peggy:

Please consider this correspondence a formal request to *continue* the Sheriff Sale scheduled for November 3, 2000 to the January 5, 2001 sale. Please announce the continuance at the November 3, 2000 sale.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

JAMES, SMITH, DURKIN & CONNELLY LLP

Scott A. Dietterick  
SAD:clg

Peggy,

Here is a copy of the  
letter to continue the  
Sheriff Sale. It was also  
faxed to your attention  
on 10/9/2000.

Thank you.  
Chrisay

LLP



134 SIPE AVENUE  
HUMMELSTOWN, PA  
17036

MAILING ADDRESS  
P.O. BOX 650  
HERSHEY, PA 17033

TEL. 717 533 3260  
FAX 717 533 2705  
INFO@JSDLEGAL.COM

HARRISBURG OFFICE  
108 WALNUT ST.  
HARRISBURG, PA 17101  
(717) 238-4776

Scott A. Dietterick  
sdietterick@jsdlegal.com

10-9-00 COPY

BUSINESS &  
COMMERCIAL LAW  
CIVIL LITIGATION  
CREDITORS' RIGHTS  
EDUCATION LAW  
EMPLOYMENT LAW  
ESTATE PLANNING  
FAMILY LAW  
INSURANCE LAW  
LAND USE  
MUNICIPAL LAW  
REAL ESTATE  
TRUST & ESTATE  
ADMINISTRATION

JAMES SMITH DURKIN &amp; CONNELLY LLP



January 2, 2001

*Via Facsimile Only (814) 765-6089*

Office of the Sheriff  
Attention: Peggy  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

134 SIPE AVENUE  
HUMMELSTOWN, PA  
17038

MAILING ADDRESS:  
P.O. BOX 650  
HENSHEY, PA 17033

TEL. 717.533.3280  
FAX 717.533.2795  
INFO@JSOCLEGAL.COM

HAHNISBURG OFFICE  
108 WALNUT ST.  
HAHNISBURG, PA 17101  
(717) 238-1116

**RE: Eastern Savings Bank, FSB****vs.****Ruth Krause and Scott D. Krause****Docket No. 00-455 CD****Sheriff Sale Date: November 3, 2000 continued to January 5, 2001****Our File No.: 99-0876**


Dear Peggy:

Please consider this correspondence a formal request to *cancel* the Sheriff Sale scheduled for January 5, 2001 sale. The loan has been reinstated in the amount of \$6,200.00. Please issue our office a refund for any excess funds or bill our office for any additional funds due your office at your earliest convenience.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

JAMES SMITH DURKIN &amp; CONNELLY LLP

  
Scott A. Dietterick  
SAD:mse

cc: Ellen Matanle, Eastern Savings Bank (Loan No. 930496914)

Scott A. Dietterick  
sdietterick@jsoclegal.com

COPY

BUSINESS &  
COMMERCIAL LAW  
CIVIL LITIGATION  
CREDITORS' RIGHTS  
EDUCATION LAW  
EMPLOYMENT LAW  
ESTATE PLANNING  
FAMILY LAW  
INSURANCE LAW  
LAND USE  
MUNICIPAL LAW  
REAL ESTATE  
TRUST & ESTATE  
ADMINISTRATION

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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

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

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION	2% 124.55
POSTAGE	+ 3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	<del>30.00</del>
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	31.25
BID	
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 324.96

## DEED COSTS:

REG & REC	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS

DEBT & INTEREST:

AMOUNT DUE	\$ 36,420.33
INTEREST from 6/6/00 to date	
of sale	1,681.68

TOTAL \$ 38,102.01

## COSTS:

ATTORNEY FEES \$ —

## PRO. SATISFACTION

ADVERTISING 254.49

LATE CHARGE &amp; FEES \$ —

TAXES-Collector —

TAXES-Tax Claim —

COSTS OF SUIT - TO BE ADDED —

LIST OF LIENS

MORTGAGE SEARCH 118.75

COSTS \$ 205.60

DEED COSTS —

ATTORNEY COMMISSION —

SHERIFF COST 324.96

LATE FEES —

LEGAL JOURNAL 83.25

REFUND OF ADVANCE —

REFUND OF SURCHARGE —

TOTAL \$ 987.05

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

EASTERN SAVINGS BANK, FSB,

CIVIL DIVISION

Plaintiff,

NO.: 00-455-CD

vs

RUTH KRAUSE and  
SCOTT D. KRAUSE,

Defendants.

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Please mark the judgment filed at the above-captioned term and number satisfied  
without prejudice

Respectfully Submitted:

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATE: 3/11/05

BY: 

Scott A. Dietterick, Esquire  
PA I.D. #55650  
Attorneys for Plaintiff  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

FILED No CC  
m/4-00-511 Atty pd.  
MAR 30 2005 7:00

William A. Shaw  
Prothonotary/Clerk of Courts

Cent. of Sat.  
to Atty

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Eastern Savings Bank, FSB

No.: 2000-00455-CD

Vs.

Debt: \$36,420.33

Ruth Krause  
Scott D. Krause

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Wednesday, March 30, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 30th day of March, A.D. 2005.

\_\_\_\_\_  
Prothonotary