

00-464-CD.
STEPHEN C. BRACKBILL -vs- B & A DEVELOPMENT COMPANY

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

⑧ STEPHEN C. BRACKBILL,
Plaintiff

vs.

⑧ B & A DEVELOPMENT COMPANY, ⑧
Defendant

: No. 00-464 -CD
:
: Type of Case:
: FORECLOSURE
:
: Type of Pleading:
: COMPLAINT
:
: Filed on Behalf of:
: PLAINTIFF
:
: Counsel of Record for this
: Party:
: Peter F. Smith
: Supreme Court No.34291
: P.O. Box 130
: 30 South Second Street
: Clearfield, PA 16830
: (814) 765-5595
:

FILED

APR 20 2000

William A. Shaw
Prothonotary

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

STEPHEN C. BRACKBILL,
Plaintiff

vs.

B & A DEVELOPMENT COMPANY,
Defendant

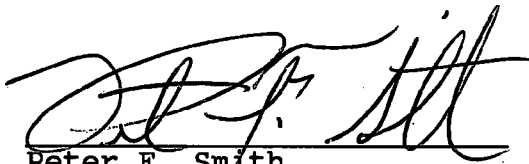
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NOTICE TO DEFEND

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830
(814) 765-2641


Peter F. Smith
Attorney for Plaintiff

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

STEPHEN C. BRACKBILL,
Plaintiff

vs.

B & A DEVELOPMENT COMPANY,
Defendant

: No. 00-464 -CD
:
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COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW, STEPHEN C. BRACKBILL, by his attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The name of the Plaintiff is STEPHEN C. BRACKBILL, residing at 415 Bailey Lane, Boalsburg, Pennsylvania, 16827.

2. The name of the Defendant is B & A DEVELOPMENT COMPANY, a Pennsylvania Business Corporation, whose mailing address is P.O. Box 330, Boalsburg, Pennsylvania, 16827.

3. The real estate subject to this action is known as 610 Sue Street, Houtzdale, Pennsylvania, 16651. The real estate is more particularly described as follows:

ALL that certain piece or parcel of land situate in the Borough of Houtzdale, Clearfield County, Pennsylvania, bounded:

On the South by Sue Street; on the West by Maple Alley; on the North by Moose (heretofore erroneously called "Moore") Alley; and on the East by land of Richard J. Marion, Jr., formerly of F. Watkins; and known in the general plan of said Borough as Lot No. 231; and having thereon erected a one-story frame dwelling house, bungalow type. This property bears Clearfield Tax Map #10-M14-390-7 and is known as 610 Sue Street in the Borough of Houtzdale.

BEING the same premises conveyed to B & A Development Company by deed of the Tax Claim Bureau of Clearfield County, Pennsylvania, dated December 1, 1999, recorded as Clearfield County Instrument #199919723.

Clearfield County Tax Map No. 10-M14-390-7.

4. The original owners of the subject property, James R. Schrock and Susan L. Schrock, husband and wife, mortgaged the property described above to National Bank of the Commonwealth, by instrument dated December 9, 1989, for a principal debt of \$19,000.00, to be repaid in regular monthly installments. Said mortgage was recorded in Clearfield County Record Volume 1319, Page 241. A true and correct copy of said mortgage is attached hereto and incorporated herein by Exhibit A.

5. The original owners of the subject property, James R. Schrock and Susan L. Schrock, husband and wife, also executed a Disclosure Statement dated December 9, 1989, with National Bank of the Commonwealth together with the foregoing mortgage evidencing their personal obligation to repay the amounts borrowed, interest and other finance charges. A true and correct copy of said Disclosure Statement is attached hereto and incorporated herein by reference as Exhibit B.

6. By Assignment dated March 13, 2000, National Bank of the Commonwealth, now known as NBOC Bank, a Pennsylvania Corporation, assigned said mortgage and underlying disclosure statement to Stephen C. Brackbill which was recorded on April 3, 2000, at Clearfield County Instrument Number 20004432. A true and correct copy of said Assignment is attached hereto and incorporated herein by reference and marked Exhibit C.

7. B & A Development Company purchased the premises subject to this action at tax sale conducted by the Clearfield County Tax Claim Bureau on September 17, 1999, deed recorded at Clearfield

County Instrument #199919723. A true and correct copy of said deed is attached hereto and incorporated herein by reference and marked Exhibit D.

8. Said tax sale did not discharge the mortgage at issue in this action, and Defendant took title under and subject to it.

9. B & A Development Company also acquired and recorded a Quit-Claim Deed for the subject premises from the original owners which was recorded in Clearfield on January 6, 2000, at Clearfield County Instrument #200000298. Said Quit-Claim Deed was recorded in order to extinguish any right, claim or title the original mortgagors may have had to the premises because of defects in the tax sale or otherwise. A true and correct copy of said quit-claim deed is attached hereto and incorporated herein by reference and marked Exhibit E.

10. Plaintiff has made no further assignment of this mortgage or disclosure statement.

11. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay.

12. Defendant is entitled to no credits or set-offs.

13. The original owners, James R. Schrock and Susan L. Schrock and subsequently the Defendant failed to make the full monthly payments and at no time since then have all monthly payments been made which constitutes a default.

14. Demand has been made upon the Defendant to make said payments to Plaintiff and correct this default, but he has failed to do so.

15. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of April 11, 2000, are as follows:

a)	Balance, includes interest to 4/30/00	\$13,247.08
b)	Interest Due to 4/30/00	\$
c)	Interest accruing after 4/30/00 at \$2.46 per day (to be added)	\$
d)	Costs of suit (to be added)	\$
e)	Attorney's fees	\$


PRELIMINARY TOTAL	\$13,247.08
FINAL TOTAL	\$

16. The Defendant is not entitled to the Act 6 & 91 Notices because it is not a natural person and the instrument foreclosed is not a "residential mortgage" within the meaning of those Acts.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 15 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 4/18/00


Peter F. Smith
Attorney for Plaintiff

James R. Schrock and

Susan L. Schrock, his wife

THIS MORTGAGE is made this 9 day of December, 19 89 between James R. Schrock and Susan L. Schrock, his wife of 610 Sue Street, Houtzdale, PA 16651

(whether one or more persons called "Owner") and National Bank of the Commonwealth, with an office located at P.O. Box 400, Philadelphia & 6th Streets, Indiana, PA 15701, (called "Lender").

WHEREAS, James R. Schrock and Susan L. Schrock (whether one or more persons called "Borrower") has been granted a Home Equity Line Account (called the "Account") by Lender with a Credit Limit of \$19,000.00, as evidenced by an Account Agreement (called the "Agreement") dated December 9, 19 89; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and

WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced in order to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at: 610 Sue Street, Houtzdale, PA 16651

Houtzdale Clearfield Street
Township/City/Municipality/Borough County, Commonwealth of Pennsylvania, (the "Property"),

which was conveyed to Owner by Deed dated April 20, 1988, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1218, Page 290, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 10-M14-390-7, as the Property is therein described and, ☒ if this box is checked, as the Property is more particularly described in Exhibit "A," which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows:

1. THIS IS AN ADVANCE MONEY MORTGAGE — It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.
2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized 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.
3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.
5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.
6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.
7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.
8. Upon default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.
9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.
11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.
12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.
13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.
14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, upon written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

b. J. Baughman
b. J. Baughman

x James R. Schrock (SEAL)
Owner
x Susan L. Schrock (SEAL)

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER OTHER MORTGAGES

VOL 1319 PAGE 243

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is:


On behalf of Lender.

By: David R. Donk Jr. Title: Atty. for Mortgagee
COMMONWEALTH OF PENNSYLVANIA:

SS
COUNTY OF Clearfield :

On this, the 9 day of December, 19 89, before me, Notary Public
the undersigned officer, personally appeared James R. Schrock and Susan L. Schrock, known to me (or satisfactorily proven)
to be the person(s) whose name(s) _____ subscribed as Owner to the within instrument, and acknowledged
that _____ executed the same for the purposes herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

Kathy J. McKinney
Title of Officer


CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:53 PM
BY M.B. of Comm
FIS 13.4
Michael R. Lybe, Recorder

13.4
First Monday in January, 1992

COMMONWEALTH
OF PENNSYLVANIA
COUNTY OF CLEARFIELD)
Recorded on this 21 day) ss:
of Dec. A.D. 19 89, in
the Recorder's Office of said County, in Mortgage
Book, Vol. 1349 Page 241
Given under my hand and seal of the said
office, the day and year aforesaid.
Michael R. Lybe
Recorder

Mortgage

COMMONWEALTH
OF
PENNSYLVANIA
Loan No.

Entered of Record 12-21-1989 1:53 PM Michael R. Lybe, Recorder

James R. Schrock
Susan L. Schrock

APPENDIX A

ALL that certain piece or parcel of land situate in the Borough of Houtzdale, Clearfield County, Pennsylvania, bounded on the South by Sue Street; on the West by Maple Alley; on the North by Moose (heretofore erroneously called "Moore") Alley; and on the East by Land of Richard J. Marien, Jr., formerly of F. Watkins; and known in the general plan of said Borough as Lot No. 231; and having thereon erected a one story, frame dwelling-house, bungalow type.

BEING the same premises in which a one-half interest vested in Carl T. Schrock and Lois Schrock, his wife, by deed of Lucy Pearl Evans, et. bar., dated October 11, 1952, and entered for record in Clearfield County Deed Book Volume 424, Page 447, and the same premises in which the other one-half interest vested in Carl T. Schrock and Lois Schrock, his wife, by deed of Raymond Marien, et. ux., dated August 29, 1959, and entered for record in Clearfield County Deed Book Volume 477, Page 356.

The said Carl T. Schrock died on October 30, 1983, vesting the premises in Lois Schrock as surviving tenant by the entireties.

THIS IS A MOTHER TO SON AND DAUGHTER-IN-LAW TRANSFER.

NATIONAL BANK OF THE COMMONWEALTH Home Equity Line of Credit

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT — PART ONE

Account Number 1199998978

Date December 9, 1989

THIS DISCLOSURE STATEMENT IS GIVEN TO THE BORROWER WITH, AND IS PART ONE OF, THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE REVERSE SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT.

TERM OF THE ACCOUNT. During the Draw Phase, Borrower can obtain advances of credit. The Draw Phase will end on the last day of the Billing Cycle which occurs 5 years from the date the Agreement. The Draw Phase will end without any requirement of notice to Borrower. The Draw Phase may end earlier than that date in accordance with the "Termination" section of this Agreement. The Repayment Phase will begin on the first day of the Billing Cycle following the end of the Draw Phase. The length of the Repayment Phase will depend on the balance outstanding at the beginning of the Repayment Phase and the minimum payment required during the Repayment Phase.

FINANCE CHARGE. At all times that this Agreement is in effect, including any period after termination in which there remains an outstanding balance on the Account, the Finance Charge on this Account will be calculated as of the last day in the Billing Cycle, in the following way.

WHEN FINANCE CHARGE BEGINS. The Finance Charge on each loan or advance on the Account will begin to accrue from the day the loan or advance is posted to the Account. The Finance Charge continues until the outstanding principal balance is paid in full. There is no time during which credit is extended without the Borrower incurring a Finance Charge.

PERIODIC RATE AND ANNUAL PERCENTAGE RATE. The Finance Charge will be computed at a starting Periodic Rate of 0.0336% per day, which corresponds to a starting ANNUAL PERCENTAGE RATE of 12.25% per year. The rate is subject to change as described in the "Variable Rate" section below.

METHOD OF CALCULATING BALANCE ON WHICH FINANCE CHARGE IS COMPUTED. Lender will compute the Finance Charge by using the "average daily balance" on the Account. To get the average daily balance, Lender takes the beginning balance on the Account each day and adds any new loans or other charges posted to the Account that day; then Lender subtracts any payments or credits posted to the Account that day and, if applicable, any unpaid Finance Charges, unpaid insurance premiums, unpaid late charges and unpaid annual fees. The result is the daily balance for that day. Then, the Lender adds up all the daily balances for the Billing Cycle and divides the total by the number of the days in the Billing Cycle. The result is the "average daily balance."

METHOD OF COMPUTING FINANCE CHARGE. Lender will compute the Finance Charge for the Billing Cycle by multiplying the average daily balance for that Billing Cycle by the daily Periodic Rate, and multiplying the product by the number of days in the Billing Cycle.

VARIABLE RATE. The Annual Percentage Rate at any time will be determined by adding the "margin," which will not change during the term of the Account, to the "index" value, which will change from time to time.

The Annual Percentage Rate does not include costs other than interest. The Annual Percentage Rate can change on the first day of each Billing Cycle, for January, April, July and October ("Rate Change Date").

The margin for the Account is 4.25 percentage points.

The index is the weekly average auction rates for 3-month United States Treasury Bills for the last week immediately preceding each calendar quarter and in effect as of the last day of each Billing Cycle prior to the Rate Change Date.

The ANNUAL PERCENTAGE RATE will never exceed 18% during the term of the Account. The Annual Percentage Rate will never be less than 8%. The interest rate will be rounded up to the nearest 1/4 of 1%.

Any change in the Annual Percentage Rate will be applicable to the then outstanding balance on the Account and to any subsequent loans or extensions of credit, until the Annual Percentage Rate changes again.

Any increase in the Annual Percentage Rate may result in a corresponding increase in the Minimum Monthly Payment.

CREDIT INSURANCE IS NOT REQUIRED. Credit Life Insurance is not required to obtain additional cost(s). The maximum Credit Life Insurance available is \$ 19,000.00.

By signing, Borrower requests Single Credit Life Insurance, which costs 0.783 per month per \$1,000.00 of the average daily balance.

James B. Schell
Signature of Borrower to be insured

32
Age

PAYMENTS. The Borrower promises to pay a Minimum Monthly Payment which will be the greater of \$100.00 or 1.53 % of the outstanding new principal balance that appears on the monthly billing statement, plus interest, optional group Credit Life Insurance, if elected, unpaid late charges and other charges. In no event will the Minimum Monthly Payment due ever be greater than the entire balance on the Account.

APPLICATION OF PAYMENTS. Payments made on the Account will be applied in the following order: Finance Charges, outstanding principal balance, optional Credit Life Insurance, if elected, court costs and attorneys' fees.

FEES AND CHARGES.

CLOSING COSTS. In order to open and maintain the Account, Borrower must pay certain fees and charges. The following fees must be paid to others:

Description	Amount Paid in Cash	Amount Financed
Property Report	-0-	-0-
Appraisal	-0-	-0-
Survey	-0-	-0-
Title Examination	23.00	-0-
Title Insurance	-0-	-0-
Settlement Fee	-0-	-0-
Notary Fee	-0-	-0-
Recording Fee	27.00	-0-
Attorney's Fee	-0-	-0-
Credit Report	2.00	-0-
Taxes	-0-	-0-

LATE CHARGE. Borrower agrees to pay a late charge of the lesser of \$2.50 or 5% of the payment amount, if any payment is not made within 15 days of its due date shown on the monthly statement. No late charge will be due if the reason the payment is late is a continuing delinquency on a prior payment or because, after default, the entire outstanding balance became due.

ADVANCES OF CREDIT. Borrower may obtain loans on the Account during the Draw Phase. Lender has agreed to make loans on the Account so long as the outstanding balance does not exceed the Authorized Credit Limit shown on the front side of the Home Equity Line of Credit Agreement. Each Borrower agrees that any one or more Borrowers may obtain loans on the Account without the consent or signature of any other Borrower, for any purpose. All loans obtained by any Borrower, and all other charges to the Account as to which any Borrower agrees, shall be proper charges to the Account.

Borrower may obtain loans on the Account in the following way:

SPECIAL CHECKS. Borrower may obtain loans by writing one of the Home Equity Line of Credit checks, a supply of which will be provided by the Lender for that purpose. (Home Equity Line of Credit checks are also available from the Lender as a "counter check" if needed.) The minimum advance is \$100.00.

SECURITY INTEREST. Borrower is giving Lender a security interest in real estate and money or property on deposit with Lender to secure this Account. Collateral securing other obligations to Lender may also secure this Account.

TAX DEDUCTIBILITY. Borrower should consult a tax advisor regarding the deductibility of interest and charges for the Account.

PROPERTY INSURANCE. Property Insurance is required on the Mortgaged Property. Borrower or Owner may obtain Property Insurance from anyone Borrower chooses, who is acceptable to Lender.

credit, and will not be provided unless Borrower(s) signs below and agrees to pay the

By signing, Borrowers request Joint Credit Life Insurance, which costs 1.37 per month per \$1,000.00 of the average daily balance.

Signatures of Borrowers to be insured

Ages

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION WHICH IS PART TWO OF THIS DISCLOSURE.

EACH BORROWER AND/OR OWNER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS DISCLOSURE ON THE DATE INDICATED.

James B. Schell
Borrower

12-9-89
Date

James B. Schell
Owner

12-9-89
Date

Susan Schorch
Borrower

12-9-89
Date

Susan Schorch
Owner

12-9-89
Date

December 9, 1989

Account No. 119998978

Authorized Credit Limit \$ 19,000.00

STATE DISCLOSURE STATEMENT, PART ONE AND PART TWO, HAS BEEN GIVEN TO BORROWER WITH AND IS PART OF THIS AGREEMENT. THE DISCLOSURE STATEMENT, PART ONE AND PART TWO, AND THIS AGREEMENT SHOULD BE READ TOGETHER AS ONE DOCUMENT.

As used in this Agreement, the following definitions apply: "Borrower" means each person signing this Agreement as a Borrower, individually, and, if more than one Borrower signs, all Borrowers, collectively.

James R. Schrock and Susan L. Schrock

"Lender" means National Bank of the Commonwealth, and any person or institution to whom the Lender assigns its interest in this Agreement.

"Mortgaged Property" means the real estate located at 610 Sue Street, Houtzdale, PA 16651

upon which the Owners have given the Lender a Mortgage to secure payment and performance of Borrower's obligations under this Agreement.

"Owner" means each person signing the Mortgage upon the Mortgaged Property, individually, and, if more than one Owner signs, all Owners, collectively. One or more Owners may also be Borrowers.

"Account" means the revolving loan Account which is the subject of this Agreement.

"Authorized Credit Limit" means the total dollar amount of credit available to Borrower on the Account, and is stated above.

"Termination" of the Account means that Borrower will no longer be permitted to obtain loans or advances of credit on the Account. Termination affects the Account permanently.

"Billing Cycle" means the interval between the dates each month when the monthly billing statement is prepared.

GENERAL DESCRIPTION OF THE ACCOUNT. This Account is a revolving loan account, secured by a Mortgage on the Mortgaged Property. During the Draw Phase, Borrower may obtain loans on the Account in the ways described in the "Advances of Credit" section of the Disclosure Statement-Part One, up to the Authorized Credit Limit. Loans will be added to the balance on the Account to be repaid by monthly payments. As the balance on the Account is repaid, the credit will again be made available to Borrower, up to the Authorized Credit Limit. Any balance remaining on the Account at the end of the Draw Phase will be repaid during the Repayment Phase, but no further loans will be made during the Repayment Phase. The Draw Phase will begin after Lender notifies Borrower that the credit has been approved and the Borrower's and, if applicable, Owner's right to cancel the Agreement has expired.

Interest will be charged on the outstanding principal balance at a rate that may change from time to time. The method of calculating the interest is described in the Disclosure Statement-Part One.

BORROWER'S PROMISE. Borrower promises to repay any extensions of credit and proper charges to the Account, with interest calculated in accordance with this Agreement. During the Draw Phase and the Repayment Phase, so long as any amount due on this Account remains unpaid, Borrower will pay each month at least the minimum payment due within 15 days of the billing date. The method of calculating the minimum payment is described in the Disclosure Statement-Part One. Borrower will pay all other fees, costs and charges required by this Agreement, including, if Lender files suit or takes other legal action to collect the amount due on the Account, or to protect any collateral securing the Account, all costs incurred and a reasonable attorney's fee of not less than 15% of the amount due. Borrower promises to repay upon demand any extension of credit on the Account to the extent that the outstanding principal balance on the Account exceeds the Authorized Credit Limit; payment under this sentence will be due in addition to the minimum payment due on the Account. If the Lender temporarily prohibits further extensions of credit, Borrower promises to continue to make the minimum payments due on the Account, unaffected by the temporary prohibition.

MATERIAL OBLIGATIONS.

- Borrower will use the Mortgaged Property only for personal, family and household purposes as Borrower's principal dwelling.
- Borrower will make all payments on the Account when due, and will make the payments at the place and in the manner set forth on the billing statements.
- Borrower will pay or cause to be paid all taxes and assessments (including condominium or similar assessments, if applicable) which may obtain priority over the Mortgage, when and as they become due.
- Borrower will cause the improvements existing on the Mortgaged Property to be insured against loss by fire and other hazards and casualties, with an insurance company acceptable to Lender. All policies shall be in a form acceptable to Lender and shall name Lender a "loss-payee" or "additional loss-payee," as appropriate, and provide that Lender be given not less than 10 days written notice prior to cancellation or reduction of coverage.
- Borrower will pay or perform all obligations under any mortgage or security agreement on the Mortgaged Property which has priority over the Mortgage securing this Account.
- Borrower will keep, or cause to be kept, the Mortgaged Property in good order and repair, shall not permit waste or deterioration of the Mortgaged Property and shall not use or allow the Mortgaged Property to be used for any illegal purpose. If the Mortgaged Property is a condominium or part of a planned unit development, Borrower shall comply or caused to be complied, with all by-laws, regulations or restrictions of record.

(g) Borrower will permit, or cause to be permitted inspections of the Mortgaged Property by agents of Lender, upon reasonable notice.

(h) Borrower will not sell, give or transfer ownership of the Mortgaged Property or any right therein, or permit such sale, or transfer, in whole or in part, without Lender's prior written consent.

(i) Borrower will not commit fraud or make any misrepresentations in connection with the Account, any personal financial statements, appraisals, or other information provided to Lender during the term of the Account.

FEES AND CHARGES.

CLOSING COSTS: In order to open and maintain the Account, Borrower must pay certain fees and charges which are itemized in the Disclosure Statement-Part One.

ADVANCES OF CREDIT. Each Borrower agrees that any one or more Borrowers may obtain loans on the Account without the consent or signature of any other Borrower, for any purpose. All loans obtained by any Borrower, and all other charges to the Account as to which any Borrower agrees, shall be proper charges to the Account.

Borrower may obtain loans on the Account in the ways described in the Disclosure Statement-Part One.

Lender is not responsible if, for any reason, anyone fails or refuses to honor the Special Checks, or if any other device Lender provides to Borrower to obtain loans on the Account, or if any automated teller machine (if applicable) fails to operate or operates improperly at the time Borrower attempts to obtain a loan. Any claim that Borrower has against a third party must be resolved directly with that party.

PREPAYMENT. Borrower may prepay the outstanding balance on the Account, in whole or in part, without penalty.

A payment on the Account in any Billing Cycle of an amount greater than the minimum monthly payment due, but less than the entire outstanding balance, will be considered a partial prepayment.

A partial prepayment will be applied to reduce the outstanding balance on the Account, but will not postpone the minimum monthly payment due the following month and will not change the way it is computed.

LENDER'S OBLIGATION TO EXTEND CREDIT. Lender agrees to:

- during the Draw Phase, extend credit on the Account in response to any proper request for credit made by Borrower; and
- during the first Billing Cycle of the Repayment Phase, extend credit on the Account in response to any proper request for credit made by Borrower, if the proper request was initiated and dated during the Draw Phase.

A request for credit shall not be considered a proper request if:

- it would cause the outstanding balance on the Account to exceed the Authorized Credit Limit; or
- it is received by the Lender, initiated or dated during a time when the Account is terminated in accordance with the "Termination" section of this Agreement; or
- it is received by the Lender, initiated or dated during a time when further extensions of credit are prohibited under the "Prohibition of Additional Extensions of Credit" section of the Disclosure Statement-Part Two; or
- it is not made in accordance with the "Advances of Credit" section of this Agreement.

In the event of Borrower's death or legal incapacity, a request for credit by Borrower will be a proper request if the loan is made and posted to Borrower's Account before Lender receives written notice of the death or incapacity.

THE ADDITIONAL TERMS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF RECEIPT. Each person signing this Agreement acknowledges receipt of a completed copy of this Agreement.

Borrower's Name and Address James R. & Susan L. Schrock, 610 Sue Street, Houtzdale, PA 16651

INTENT TO BE LEGALLY BOUND. Each Borrower signing this Agreement intends to be legally bound by its terms, including the terms stated in the Disclosure Statement. Lender, by approving the credit and establishing the Account, has evidenced its intent to be legally bound by the terms of this Agreement.

Borrower James R. Schrock 12-9-89 Susan L. Schrock 12-9-89
Date Date

Each Owner signing this Agreement who is not a Borrower, and does not have the right to obtain loans on the Account, is agreeing only to be legally bound by the terms of the Agreement and the Disclosure Statement relating to the Mortgage and to the Mortgaged Property; the Owner's liability is limited to the Owner's interest in the Mortgaged Property.

Owner James R. Schrock 12-9-89 Susan L. Schrock 12-9-89
Date Date

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART TWO

THIS DISCLOSURE STATEMENT IS GIVEN TO THE BORROWER WITH, AND IS PART TWO, OF THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT, AND THE DISCLOSURE STATEMENT ON THE FRONT SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT.

POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER. Under the circumstances described below, Lender can (1) terminate the line of credit; (2) require Borrower to pay the entire outstanding balance on the Account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth below.

TERMINATION. If the Account is terminated, Borrower shall no longer have the right to obtain loans from, or make any charges to, the Account and Lender shall no longer be obligated to make advances on the Account.

TERMINATION UPON DEFAULT. The Borrower will be in default and the Account will terminate, effective upon Lender's Notice of Termination to Borrower, if any of the following occur:

- (1) Any Borrower has committed any fraud or made any misrepresentations in connection with the Account, the application for the Account, the Mortgage, or any information provided or representation made during the term of the Account.
- (2) The Borrower fails to pay the payments or any other amounts which are due in connection with the Account as promised in the Agreement, within 90 days of the payment due date.
- (3) The Borrower takes any action or fails to take any action which was promised in this Agreement or in the Mortgage, which adversely affects the Lender's security, or in any right of the Lender in the security.
- (4) If further extensions of credit on the Account are prohibited for a period of time because of a circumstance listed below, and subsequently that circumstance no longer exists, the Lender may terminate the Account if the Borrower has caused or allowed a Mortgage or other lien to be recorded against the Mortgaged Property at any time, unless that Mortgage or lien is subordinate to the Lender's Mortgage as to past and future advances of credit on the Account.
- (5) The Borrower sells, gives away, transfers, or takes any action (or fails to take any action) which causes or allows conveyance of the Mortgaged Property, or any part thereof or interest therein.

If Borrower is in default under this section during a period when further extensions of credit are temporarily prohibited, Lender may, nevertheless, terminate the Account in accordance with this section.

ACCELERATION OF THE OUTSTANDING BALANCE. Unless prohibited by law, if the Account is terminated upon default, Lender may, at its option, after notice required by law, declare due and payable the entire balance owing on the Account. If this happens Borrower will be required to pay the outstanding balance on the Account in one payment at that time.

If Borrower is in default under the section above titled "Termination Upon Default" during the Repayment Phase or during a time when the Account is already terminated, Lender may, after notice required by law, declare due and payable the entire balance owing on the Account.

If Lender declares the entire balance due and payable, Lender can bring suit for the amounts due, foreclose the Mortgage or take other action as permitted or provided by law to collect the balance owing.

PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AND/OR REDUCTION OF THE CREDIT LIMIT. If any of the conditions listed in this section occur, Lender may temporarily prohibit additional extensions of credit and/or reduce the credit limit. Lender will give Borrower five (5) days prior notice of its intention, and a statement of the reason for such action. If circumstances subsequently change so that the condition which gave rise to the prohibition no longer exists, Lender shall be obligated to again allow extensions of credit on the Account or restore the credit limit. This obligation shall commence fifteen (15) business days after the Lender receives a written request from Borrower, accompanied by reasonable evidence that the condition which gave rise to the

prohibition no longer exists. No condition listed in this section, or the fact that such condition no longer exists, shall extend or in any way affect the termination of the Account according to any other section or provision of this Agreement. Any of the following conditions will be grounds for Lender to temporarily prohibit additional extensions of credit and/or reduce the credit limit:

- (1) The value of the Mortgaged Property declines significantly below its appraised value for the purposes of the plan. There will be a significant decline if the "available equity in excess of the credit limit" at the time of the appraisal is less than 50% of the "available equity in excess of the credit limit" at the time the Account is opened. The "available equity in excess of the credit limit" shall be the difference between (a) the appraisal value of the Mortgaged Property and (b) the sum of the credit limit of the Account plus the credit limit of all other accounts secured by prior Mortgages on the Mortgaged Property, plus the then outstanding balances of all other prior liens and encumbrances. In its discretion, Lender may obtain appraisals from time to time at Lender's expense. If Lender has prohibited extensions of credit and/or reduced the credit limit and the value of the property subsequently increases, Borrower may provide Lender with a written request to remove the restriction. The request shall be accompanied by an appraisal obtained at Buyer's expense.

For the purpose of the section, an appraisal shall be defined as a certified appraisal by a licensed real estate broker who regularly, in the course of his/her business, makes appraisals of comparable residential real estate in the geographic area where the Mortgaged Property is located.

- (2) Borrower is in default of any Material Obligation listed in the Agreement.

PROHIBITION OF ADDITIONAL EXTENSION OF CREDITS — ADDITIONAL CIRCUMSTANCES. If any of the conditions listed in this section occurs, Lender may temporarily prohibit additional extensions of credit or reduce the credit limit. Lender will give Borrower notice of the prohibition. If circumstances subsequently change so that the condition no longer exists, Lender shall be obligated to again allow extensions of credit on the Account, and will give Borrower notice that the credit is again available.

- (1) The Lender is precluded by government action from imposing the annual percentage rate provided for in the Agreement.
- (2) The priority of the Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- (3) The Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.

CREDITOR'S OPTION ON DEFAULT. If any circumstance exists which would be cause for Lender to temporarily prohibit further extensions of credit on the Account or reduce the credit limit:

- (a) Such action may be taken by Lender at any time during which the circumstance continues to exist.
- (b) And the circumstance would also be cause for the Lender to terminate the Account, Lender may, at its option, take either action at any time during which the circumstance continues to exist; Lender's remedies shall be cumulative, and not alternative.

PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT THE REQUEST OF BORROWER. Any Borrower may direct the Lender to prohibit further extension of credit on the Account. A notice by any Borrower of an intention not to be obligated for any additional loans on the Account shall be considered a request to prohibit further extensions of credit. The prohibition shall become effective as soon as Lender can reasonably act to stop new loans from being made. Any Borrower who joined in the request to prohibit further extensions of credit must join in any request to reactivate the credit line for such request to be effective.

BILLING ERROR RIGHTS

(Keep this notice for future use.)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet, as soon as possible, at the address listed on your bill. We must hear from you no later than 60 days after we sent you the statement containing the error. You can telephone us, but doing so will not preserve your rights.

In your letter, please provide the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- A description of error and an explanation of why you believe there is an error.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect or report you as delinquent for any amount(s) in dispute. We may continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on the bill, you will not have to pay any finance charges related to any questioned amount. If there was no error, you may have to pay finance charges, plus missed payments relating to the disputed amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the disputed amount, even if your bill was correct.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

ASSIGNMENT OF MORTGAGE


For value received, National Bank of the Commonwealth, now known as NBOC Bank, a Pennsylvania Corporation, of P.O. Box 400, Indiana, Pa. 15701, hereby sells, assigns, and transfers to

Stephen C. Brackbill

of 415 Bailey Lane, Boalsburg, Pa. 16827, his heirs, successors and assigns, all of its right, title and interest in and to that certain Mortgage executed by James R. Schrock and Susan L. Schrock, his wife, to National Bank of the Commonwealth dated December 9, 1989 and recorded December 21, 1989 in the Office of the Recorder of Deeds of Clearfield County, PA in Book Volume 1319 at page 241.

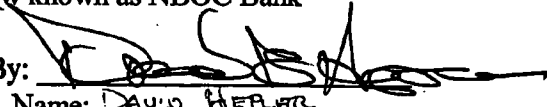
Signed this 13 day of March, 2000.

Attested By:


Name: Amy R. Carpenter
Title:

National Bank of the Commonwealth
now known as NBOC Bank

By:


Name: DAVID HEPLER

Title: V.P. - Credit Advisor

State of Pennsylvania

County of Indiana

On this 13th day of March, 2000 before me a Notary Public, personally appeared David Hepler to me known who duly sworn did say that (he/she) is the Vice President of NBOC Bank, formerly known as National Bank of the Commonwealth, and that said instrument was signed on behalf of said corporation.


Notary Public

Notarial Seal
Joan M. Kvatek, Notary Public
Indiana Boro, Indiana County
My Commission Expires June 2, 2003

KAREN L. STARCK
CLERK AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200004432

RECORDED ON

PR 03, 2000
12:21:32 PM

4/8/00

CORDING FEES - \$13.00
CORDER

UNITY IMPROVEMENT \$1.00
NO

CORDER \$1.00
PROVEMENT FUND

ATE WRIT TAX \$0.50
TAL \$15.50

S Brack tree

AFFIDAVIT No. 32201

TAX CLAIM BUREAU DEED

MADE the First day of December in the year of our Lord, 1999,

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments
thereto, hereinafter called the GRANTOR,

AND

B & A DEVELOPMENT

hereinafter referred to as "GRANTEE"

WHEREAS, the hereinafter described premises were assessed in the name
of JAMES R. SCHROCK & SUSAN L. SCHROCK., and taxes levied for the years 1997
and 1998, which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania and became liened;
and

WHEREAS, after proceeding under the provisions of the Act aforesaid,
the Tax Claim Bureau did expose the said premises to public sale on the
Seventeenth day of September 1999; and

WHEREAS, the said premises were sold at said public sale to, B & A
DEVELOPMENT., for the sum of Two Thousand One Hundred Twenty Seven Dollars
Three Cents (\$2,127.03), as is more particularly shown in the report and
return of said sale by the Tax Claim Bureau, and at the subsequent
confirmation thereof by the Court of Common Pleas of Clearfield County,
Pennsylvania, in 99-1185-CD.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of
Two Thousand One Hundred Twenty Seven Dollars Three Cents, (\$2,127.03), the
receipt thereof is hereby acknowledged. Grantor does hereby grant and convey
unto the said Grantees, their heirs, successors or assigns the following
described property to-wit:.

HOUTZDALE BOROUGH
MAP #010. - M14-390-00007
H, G & L #231

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax
Claim No. 97-1202 as the property of JAMES R. SCHROCK & SUSAN L. SCHROCK.

Exhibit D

AFFIDAVIT No. 32336

QUIT-CLAIM DEED

MADE the 4th day of JANUARY 2000 , by and between JAMES R. SCHROCK and SUSAN L. SCHROCK, husband and wife, of 610 Sue Street, Houtzdale, PA 16651; Parties of the First Part;

A
N
D

B & A DEVELOPMENT COMPANY of P.O. Box 330, Boalsburg, PA 16827; Party of the Second Part;

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, unto him well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and forever quit-claim unto the said party of the second part, the following described premises:

ALL that certain piece or parcel of land situate in the Borough of Houtzdale, Clearfield County, Pennsylvania, bounded:

On the South by Sue Street; on the West by Maple Alley; on the North by Moose (heretofore erroneously called "Moore") Alley; and on the East by land of Richard J. Marion, Jr., formerly of F. Watkins; and known in the general plan of said Borough as Lot No. 231; and having thereon erected a one-story frame dwelling house, bungalow type. This property bears Clearfield County Tax Map #10-M14-390-7 and is known as 610 Sue Street in the Borough of Houtzdale.

BEING the same premises conveyed to B & A Development Company by deed of the Tax Claim Bureau of Clearfield County, Pennsylvania, dated December 1, 1999, recorded as Clearfield County Instrument #199919723.

CERTIFICATE OF RESIDENCE

I, hereby certify that the correct address of the Grantee is
as follows:

P.O. Box 330
Boalsburg, PA 16651

By:  Peter F. Smith, Atty.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200000298
RECORDED ON
Jan 06, 2000
2:24:39 PM

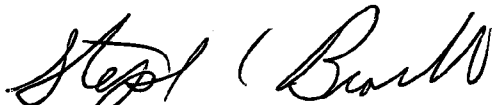
RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$15.50

Smith

AFFIDAVIT

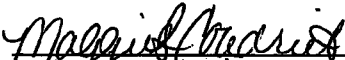
STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

STEPHEN C. BRACKBILL, being duly sworn according to law, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

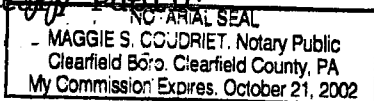


Stephen C. Brackbill

SWORN TO AND SUBSCRIBED
before me this 18th
day of April, 2000.



Notary Public



FILED
APR 29 2000
0110:30/atty Smith
William A. Shaw
Prothonotary
acc atty Smith

APR 29 2000
0118:30 Cathy Smith
William A. Shaw
Prothonotary
Pd \$80.00

acc atty Smith

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16890

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

STEPHEN C. BRACKBILL
Plaintiff

vs.

B & A DEVELOPMENT COMPANY
Defendant

:
:
:
:
:
:
:

No. 00-464-CD

FILED

AUG 16 2000

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** along with **SHERIFF'S HANDBILL** to the following on August 15, 2000:

B & A Development Company
PO Box 330
Boalsburg, PA 16827

Mid-State Bank
17 North Front Street
Philipsburg, PA 16866

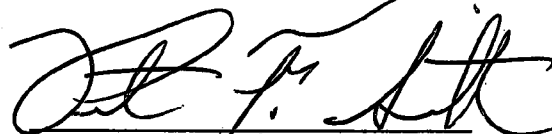
National City Bank
PO Box 400
Philadelphia and 6th Streets
Philadelphia, PA 16866

Beneficial Consumer
Discount Company
1052 Pennsylvania Avenue
Tyrone, PA 16686

Pennsylvania Housing
Finance Agency
2101 North Front Street
PO Box 15530
Harrisburg, PA 17105-5530

Houtzdale Municipal Authority
PO Box 87
831 Kirk Street
Houtzdale, PA 16651

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: 8-15-00

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BRACKBILL, STEPHEN C.

00-464-CD

VS

B&A DEVELOPMENT COMPANY

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW APRIL 20, 2000, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON B&A DEVELOPMENT CO., DEFENDANT.

NOW MAY 5, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON B&A DEVELOPMENT CO., DEFENDANT BY DEPUTIZING
THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS
HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT
HE SERVED STEPHEN C. BRACKBILL, PRESIDENT.

28.43 SHFF. HAWKINS PAID BY: PLFF.
22.00 SHFF. NAU PAID BY: PLFF.
10.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

17th 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 17 2000

011:28
William A. Shaw
Prothonotary *(Signature)*

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) <u>Stephen C. Brackhull</u>	2. Case Number <u>00-464 CD</u>
3. Defendant(s) <u>B & A. Development Co.</u>	4. Type of Writ or Complaint: <u>Complaint</u>

SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of
County to execute this Writ and make return thereof according to law. This deputization
being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to Stephen C. Brackhull Pres; on the 5 day of May,
20 00, at 0853 o'clock, A m., at Room 101 Courthouse, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- ☐ _____ and officer of said Defendant company.
- ☐ Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

- ☐ Moved
- ☐ Unknown
- ☐ No Answer
- ☐ Vacant
- ☐ Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00	10.00	2.50	0	1.50	1.00	22.00	53.00

17. AFFIRMED and subscribed to before me this <u>5th</u> 20 day of <u>May</u> 20 <u>00</u> <u>Carmine Peters</u> Notary Public		So Answer.	
20. Signature of Dep. Sheriff <u>Carmine Peters</u>		19. Date <u>5-5-00</u>	
21. Signature of Sheriff		22. Date	
SHERIFF OF CENTRE COUNTY			
Amount Pd.		Page	
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE		25. Date Received	



CENTRE COUNTY SHERIFF
DENNY NAU
COURTHOUSE
BELLEFONTE, PENNSYLVANIA 16823
(814) 355-6303

Stephen C Brackbill
PLAINTIFF

00-464-CD
CASE #

B & A Development Company
DEFENDANT

Complaint in mortgage Foreclosure
TYPE

ACCEPTANCE OF SERVICE

I accept service of the Complaint in Mortgage Foreclosure
on behalf of B & A Development Company
and certify that I am authorized to do so.

5/5/00 8:53 Am
Date and Time

 - PRESIDENT
AUTHORIZED SIGNATURE

P.O. Box 330, Bellingham, WA 98227
MAILING ADDRESS



Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEPHEN C. BRACKBILL

NO. 00-464-CD

VS

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

B & A DEVELOPMENT COMPANY

SERVE BY: 5/20/00

or

HEARING DATE:

SERVE: B & A DEVELOPMENT COMPANY

ADDRESS: Defendant will pick this up in your office.
Attorney stated he already sent your advance.

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 20th day of APRIL 2000.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ?

SHERIFF'S OFFICE WORK SHEET

Deputy assigned - E.A. Date Assigned 4-25-00 Last Day to serve May 18th

DEFENDANT (S) - B+A Development Co. Type Writ - Complaint in Mortgage Foreclosure

Address P.O. Box 330 Order # 00-464 CD
Boalsburg

PLAINTIFF Stephen G. Brackbill

Action Taken

date/time/deputy

Miscellaneous information

Date Served - _____ Not Served Date _____ Supervisor/date _____

1235.00
75.00

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@mail.csrlink.net

April 19, 2000

Denny Nau
Centre County Sheriff
Centre County Courthouse
Allegheny Street
Bellefonte, PA 16823

In Re: Brackbill v B & A Development Co.

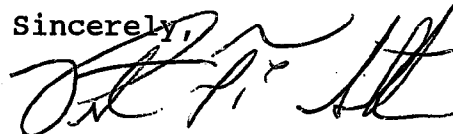
Dear Sheriff Nau:

I filed a Foreclosure Complaint in the above matter with the Clearfield County Prothonotary today. Sheriff Hawkins of Clearfield County will deputize you in order to serve the defendant.

A designated representative of the defendant will pick-up the Complaint. You do not need to make service. The representative's name is Steve and can be reached at his place of employment at: 814-684-1450.

I enclose a check in the amount of \$75.00 payable to your order for fees. If you have any questions, please don't hesitate to call.

Sincerely,



Peter F. Smith

PFS:msc
Enclosure
cc: Steve Brackbill

Pg. 123S-AA
\$75.00

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

STEPHEN C. BRACKBILL,
Plaintiff

No. 00-464-CD

vs.

116 B & A DEVELOPMENT COMPANY,
Defendant

FILED

JUL 17 2000

PRAECIPE TO ENTER DEFAULT JUDGMENT

William A. Shaw
Prothonotary

To: William A. Shaw, Prothonotary

Dear Sir:

1. More than 20 days have elapsed since service on Defendant and they have failed to file a responsive pleading.

2. Plaintiff's counsel sent the notice required by PA R.C.P. 237.1, to the Defendant more than 10 days ago, and Defendant has not filed a responsive pleading.

3. A true and correct copy of said Rule 237.1 notice is attached hereto and incorporated herein by reference.

4. Please enter judgment in favor of the Plaintiff and against the Defendant as follows:

a)	Balance, includes interest to 4/30/00	\$13,247.08
b)	Interest Due to 4/30/00	\$
c)	Interest accruing after 4/30/00 at \$2.46 per day (to be added)	\$
d)	Costs of suit (to be added)	\$
e)	Attorney's fees	\$

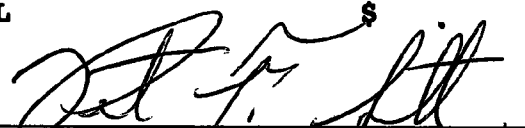
PRELIMINARY TOTAL

\$13,247.08

FINAL TOTAL

\$

Date: July 10, 2000


Peter F. Smith
Attorney for Plaintiff

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

STEPHEN C. BRACKBILL, : No. 00-464-CD
Plaintiff :

vs. :

B & A DEVELOPMENT COMPANY, :
Defendant :

TO: B & A Development Company
P.O. Box 330
Boalsburg, PA 16827

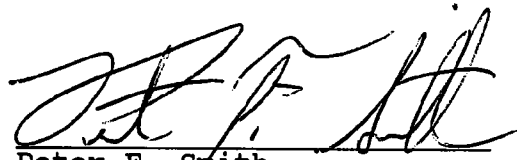
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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 TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON JUNE 6, 2000.

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: May 26, 2000


Peter F. Smith
Attorney for Plaintiff

is
01.

FILED

JUL 17 2000

07303/att Smith
William A. Shaw
Prothonotary

22500.00

Not to Pay
Statement to

Att Smith

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

STEPHEN C. BRACKBILL,	:	No. 00-464-CD
Plaintiff	:	
	:	
vs.	:	
	:	
B & A DEVELOPMENT COMPANY,	:	
Defendant	:	

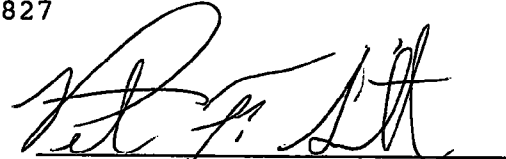
CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for the above Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and the last known name and address of the Defendant hereto are:

Plaintiff: Stephen C. Brackbill
415 Bailey Lane
Boalsburg, PA 16827

Defendant: B & A. Development Company
P.O. Box 330
Boalsburg, PA 16827

Date: July 17, 2000


Peter F. Smith
Attorney for Plaintiff

FILED

JUL 17 2000

William A. Shaw
Prothonotary

COPY

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

STEPHEN C. BRACKBILL,
Plaintiff

No. 00-464-CD

vs.

B & A DEVELOPMENT COMPANY,
Defendant

Notice is given that a judgment has been entered of record in
Clearfield County against you in the amount of \$13,247.08 plus
interest and costs on July 17, 2000.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

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

COPY

STEPHEN C. BRACKBILL,

Plaintiff(s)

No. 00-464-CD

vs.

Real Debt \$13,247.08

Atty's Comm _____

B&A DEVELOPMENT COMPANY

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument DEFAULT JUDGMENT

Date of Entry July 17, 2000

Expires July 17, 2005

Certified from the record this 17th day of July, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

STEPHEN C. BRACKBILL,
Plaintiff

vs.

B & A DEVELOPMENT COMPANY,
Defendant

No. 00-464-CD

FILED

JUL 19 2000

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

B & A Development Company

2. Property owned by the Defendant as follows:

ALL that certain piece or parcel of land situate in the Borough of Houtzdale, Clearfield County, Pennsylvania, bounded:

On the South by Sue Street; on the West by Maple Alley; on the North by Moose (heretofore erroneously called "Moore") Alley; and on the East by land of Richard J. Marion, Jr., formerly of F. Watkins; and known in the general plan of said Borough as Lot No. 231; and having thereon erected a one-story frame dwelling house, bungalow type. This property bears Clearfield Tax Map #10-M14-390-7 and is known as 610 Sue Street in the Borough of Houtzdale.

BEING the same premises conveyed to B & A Development Company by deed of the Tax Claim Bureau of Clearfield County, Pennsylvania, dated December 1, 1999, recorded as Clearfield County Instrument #199919723.

Clearfield County Tax Map No. 10-M14-390-7.

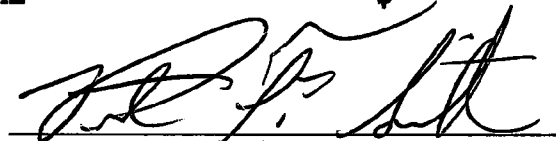
3. Amounts Due:

a)	Balance, includes interest to 4/30/00	\$13,247.08
b)	Interest Due to 4/30/00	\$
c)	Interest accruing after 4/30/00 at \$2.46 per day (to be added)	\$
d)	Costs of suit (to be added)	\$ <u>170.43</u>
e)	Attorney's fees	\$

PRELIMINARY TOTAL
FINAL TOTAL

\$13,247.08
\$

Dated: 7-11-00



Peter F. Smith
Attorney for Plaintiff
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

COPY

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

STEPHEN C. BRACKBILL,	:	No. 00-464-CD
Plaintiff	:	
	:	
vs.	:	
	:	
B & A DEVELOPMENT COMPANY,	:	
Defendant	:	

WRIT OF EXECUTION
NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

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

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

STEPHEN C. BRACKBILL,	:	No. 00-464-CD
Plaintiff	:	
	:	
vs.	:	
	:	
B & A DEVELOPMENT COMPANY,	:	
Defendant	:	

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

(a) I desire that my \$300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

____ (ii) paid in cash following the sale of the property levied upon; or

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

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

(a) my \$300.00 statutory exemption: ____ in cash ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____.

(c) Other (specify amount and basis of exemption):

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

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of South Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

COPY

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

STEPHEN C. BRACKBILL, : No. 00-464-CD
Plaintiff :
 :
vs. :
 :
B & A DEVELOPMENT COMPANY, :
Defendant :

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's
commission against the Defendant above:

1. You are directed to levy upon the real estate owned by
the Defendants as follows and sell their interest therein:

**ALL that certain piece or parcel of land situate in the Borough of
Houtzdale, Clearfield County, Pennsylvania, bounded:**

On the South by Sue Street; on the West by Maple Alley; on the
North by Moose (heretofore erroneously called "Moore") Alley; and
on the East by land of Richard J. Marion, Jr., formerly of F.
Watkins; and known in the general plan of said Borough as Lot No.
231; and having thereon erected a one-story frame dwelling house,
bungalow type. This property bears Clearfield Tax Map #10-M14-390-
7 and is known as 610 Sue Street in the Borough of Houtzdale.

BEING the same premises conveyed to B & A Development Company by
deed of the Tax Claim Bureau of Clearfield County, Pennsylvania,
dated December 1, 1999, recorded as Clearfield County Instrument
#199919723.

Clearfield County Tax Map No. 10-M14-390-7.

2. Amounts Due:

a)	Balance, includes interest to 4/30/00	\$13,247.08
b)	Interest Due to 4/30/00	\$
c)	Interest accruing after 4/30/00 at \$2.46 per day (to be added)	\$
d)	Costs of suit (to be added)	\$ 170.43
e)	Attorney's fees	\$

PRELIMINARY TOTAL \$13,247.08

FINAL TOTAL \$


Prothonotary

Dated: 7-19-00

Requested by:
Peter F. Smith, Esquire

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

STEPHEN C. BRACKBILL :
Plaintiff :
vs. : No. 00-464-CD
B & A DEVELOPMENT COMPANY :
Defendant :

AFFIDAVIT PURSUANT TO RULE 3129

1. Name and address of Plaintiff in the judgment:
Stephen C. Brackbill
415 Bailey Lane
Boalsburg, PA 16827
2. Name and address of Defendant in the judgment:
B & A Development Company
P.O. Box 330
Boalsburg, PA 16827
3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:

Stephen C. Brackbill, Plaintiff
415 Bailey Lane
Boalsburg, PA 16827
Clearfield County Docket No. 2000-464-CD

Mid-State Bank vs James R. and Susan L. Schrock
17 North Front Street
Philipsburg, PA 16866
Clearfield County Docket No. 92-1027-CD
Revived at No. 97-494-CD

Mid-State Bank vs James R. and Susan L. Schrock
17 North Front Street
Philipsburg, PA 16866
Clearfield County Docket No. 92-1162-CD
Revived at No. 97-495-CD
4. Name and address of the last recorded holder of every mortgage on record:

National City Bank
P.O. Box 400
Philadelphia and 6th Streets
Indiana, PA 15701
Entered December 21, 1998
Assigned to Stephen C. Brackbill
Volume 1319 Page 241

Beneficial Consumer Discount Company
1052 Pennsylvania Avenue
Tyrone, PA 16686
Entered June 21, 1990
Volume 1349 Page 519

Pennsylvania Housing Finance Agency
Homeowner's Emergency Mortgage Assistance Program
2101 North Front Street
P.O. Box 15530
Harrisburg, PA 17105-5530
Entered April 22, 1993
Volume 1525 Page 535

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

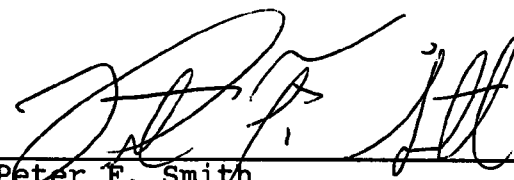
Houtzdale Municipal Authority
P.O. Box 87
831 Kirk Street
Houtzdale, PA 16651

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

None

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

Dated: 7-12-00


Peter F. Smith
Attorney for Plaintiff
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

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

STEPHEN C. BRACKBILL, : No. 00-464-CD
Plaintiff :
vs. :
B & A DEVELOPMENT COMPANY, :
Defendant :

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's
commission against the Defendant above:

1. You are directed to levy upon the real estate owned by
the Defendants as follows and sell their interest therein:

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On the South by Sue Street; on the West by Maple Alley; on the
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Clearfield County Tax Map No. 10-M14-390-7.

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d)	Costs of suit (to be added)	\$ 170.43
e)	Attorney's fees	\$

PRELIMINARY TOTAL
FINAL TOTAL

\$13,247.08
\$

Prothonotary

Dated: 7-19-00

Requested by:
Peter F. Smith, Esquire

RECEIVED JUL 19 2000
Chester A. Hawkins
by Margaret W. Puff

William H. Puff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

9942

BRACKBILL, STEPHEN C.

00-464-CD

VS.

B & A DEVELOPMENT CO EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 11, 2000. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 6, 2000, AT 10:00 AM.

NOW, AUGUST 11, 2000, SHERIFF DENNY NAU OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON B & A DEVELOPMENT, DEFENDANT.

NOW, AUGUST 9, 2000, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PATRICIA BRACKBILL, VICE PRESIDENT OF B & A DEVELOPMENT, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, OCTOBER 6, 2000, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, OCTOBER 11, 2000, RECEIVED PLAINTIFF'S CHECK #2908 IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND NINE CENTS (\$2,524.09) FOR BID AND COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

9942

BRACKBILL, STEPHEN C.

00-464-CD

VS.

B & A DEVELOPMENT CO EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 19, 2000, RETURN WRIT AS A SALE BEING HELD, PLAINTIFF
PURCHASED THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS, PAID COSTS
FROM MONEY RECEIVED FROM PLAINTIFF, MADE REFUND OF ADVANCE, DEED WAS
FILED THIS DATE.

SHERIFF HAWKINS \$192.68

SURCHARGE 20.00

PAID BY PLAINTIFF

FILED

OCT 19 2000
01:26 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

19th Day Of October 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 Margaret W. Pelt
Chester A. Hawkins
Sheriff

CP



Sheriff's Office
Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEPHEN C. BRACKBILL

NO. 00-464-CD

VS

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY

B & A DEVELOPMENT COMPANY

SERVE BY: SEPTEMBER 4, 2000

OR

HEARING DATE:

SERVE: B & A DEVELOPMENT

STEPHEN BRACKBILL WILL COME IN
TO ACCEPT SERVICE IF YOUR CALL 466-2055

ADDRESS: PO BOX 330
BOALSBURG, PA 16827

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 11th day of AUGUST 2000.

COPY

Respectfully,

Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

~~MAKE REFUND PAYABLE TO XXX~~

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE

PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

Stephen Brackbill

2. Case Number

00 - 464 - CD

3. Defendant(s)

B & A Development Co.

4. Type of Writ or Complaint:

Writ of Exec. Notice, Sale, Lc.

SERVE

AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

B & A Development Co.

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

P.O. Box 330, Boalsburg, Pa

7. Indicate unusual service:

☐ Reg Mail

☐ Certified Mail

☐ Deputize

☐ Post

☐ Other

Now,

20

I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of

County to execute this Writ and make return thereof according to law. This deputation

being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to Patricia Brackbill, on the 29 day of August, 2000, at 2:11 o'clock, P.m., at 415 Bailey Ln. Boalsburg, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
☐ Adult family member with whom said Defendant(s) resides(s). Relationship is _____
☐ Adult in charge of Defendant's residence.
☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
☒ Vice President and officer of said Defendant company.
☐ Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

- ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Remarks:

Advance Costs

Docket

Service

Sur Charge

Affidavit

Mileage

Postage

Misc.

Total Costs

Costs Due or Refund

75.00

5.00

0.00

—

2.50

24.00

1.00

2.00

47.50

27.50

17. AFFIRMED and subscribed to before me this 5

So Answer

20 day of Sept 2000

18. Signature of Dep. Sheriff

19. Date

20. day of Sept 2000

21. Signature of Sheriff

22. Date

23. Corinne Peters

Notary Public
Corinne Peters, Notary Public
Bellefonte Boro, Centre County
My Commission Expires Aug. 28, 2001

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

REAL ESTATE SALE

. REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, OCTOBER 9, 2000, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 6th day of OCTOBER 2000, I ex-posed the within described real estate of B & A DEVELOPMENT COMPANY

to public vendue or outcry at which time and place I sold the same to STEPHEN C. BRACKBILL
he being the highest bidder, for the sum of \$ 1.00 + COSTS
and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	9.36
LEVY	15.00
MILEAGE	9.36
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE +	3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	
BID	1.00
RETURNS/DEPUTIZE	9.00
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 192.68

DEED COSTS:

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

TOTAL DEED COSTS 20.50DEBT & INTEREST:

AMOUNT DUE	\$ 13,247.08
INTEREST DUE TO 4-30-00	
TO BE ADDED	

TOTAL \$ 13,247.08

COSTS:

ATTORNEY FEES \$ —

PRO. SATISFACTIONADVERTISING 189.21LATE CHARGE & FEES —TAXES-Collector 491.52TAXES-Tax Claim —LIST OF LIENS 100.00MORTGAGE SEARCH 35.00 5.00 40.00

COSTS \$ 170.43

DEED COSTS 20.50ATTORNEY COMMISSION 1,250.00SHERIFF COST 192.68LATE FEES —LEGAL JOURNAL 69.75REFUND OF ADVANCE —REFUND OF SURCHARGE —

TOTAL \$ 2,524.09

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

CHESTER A. HAWKINS, SHERIFF