

00-521-CD  
TEIMARK, LLC -vs- PHYLLIS JOSEPHINE CALLAHER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

TELMARK, LLC.,

Plaintiff,

vs.

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

CIVIL DIVISION

NO: 00-521-CO

Code and Classification:

TITLE OF PLEADING:

COMPLAINT IN MORTGAGE  
FORECLOSURE

FILED ON BEHALF OF:

Telmark, LLC, Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

I hereby certify that the real estate affected  
by this lien is located in:

Baccaria Township, Clearfield County,  
Pennsylvania

By:

Owen W. Katz, Esq.

FILED

MAY 05 2009

William A. Shaw  
Prothonotary

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO:**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**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 property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO:**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW comes TELMARK, LLC. ("Telmark") by and through the undersigned counsel, and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

**PARTIES**

1. Telmark is a limited liability company having a principle place of business at 333 Butternut Drive, DeWitt, New York, 13214.
2. PHYLLIS JOSEPHINE GALLAHER ("Defendant") is an individual, believed to be residing at SR 3022, Berwinsdale, Clearfield County, Pennsylvania.

**ACTION FOR MORTGAGE FORECLOSURE**

3. Telmark entered into a Lease with Defendant and her husband, Richard Gallaher, identified as Lease No. 22068, dated 5/25/97, for a *Frick Sawmill S/N 12482, Miner Edger S/N FB8165, Detroit Diesel Motor Model 671 S/N 6A178863, 30 Foot Live Deck, Mellott 5A Log Turner with Power Service, Fulgrum Wood Chipper Model 36 S/N F1-F1L-722, 1968 Case W-8B Front End Loader S/N 2208599, and Caterpillar Gen Set Generator Model 185 KVA S/N 47BH3773*. A copy the Lease and related paperwork is attached collectively as Exhibit "A." Said Lease replaced a previous lease dated January 23, 1997.

4. In order to secure her obligations under the Lease, the Defendant made, executed and delivered to Plaintiff a mortgage (the "Mortgage"), a true and correct copy of which is attached as Exhibit "B." The Mortgage was dated January 23, 1997, and recorded February 11, 1997, in the Office of the Recorder of Deeds of Clearfield County at DBV 1819, Page 543. The Mortgage covers the real estate as described in the attached Exhibit "B" (the "Mortgaged Premises").

5. The equipment subject to the Lease was accepted, and utilized, by Defendant and/or her Husband since the dates specified in Exhibit "A."

6. As a result of the failure to make the regular monthly rental payments due under the Lease in December 1999, and in January and February, 2000, the Lease was accelerated in February, 2000. See Notice attached hereto as Exhibit "C."

7. The failure to timely pay the Lease also constituted a default under the Mortgage entitling Plaintiff to foreclose.

8. The accelerated balance due under the Lease as of 3/1/00, and the amounts in arrears on that same date, are set forth on a Lease Balance Worksheet which is attached hereto as Exhibit "D," and incorporated herein. As set forth in the Worksheet, as of 3/1/00, the total accelerated amounts due and owing for the Lease were \$38,540.60.

9. The Lease provides for a monthly late charge of 5% of the monthly rental payment, and for collection costs, including attorney's fees.

10. The monthly accrual of late charges, on the Lease, is \$83.60 per month, for March, 2000, and each subsequent month through the date of judgment.

11. Defendant's failure to pay their obligations under the Leases has necessitated the instant legal action. Telmark estimates collection costs and expenses, including attorney's fees, of 10% of the total due as of March 1, 2000, which attorneys fees comes out to \$3,850. Telmark is

entitled to attorney fees in that amount under the Mortgage.

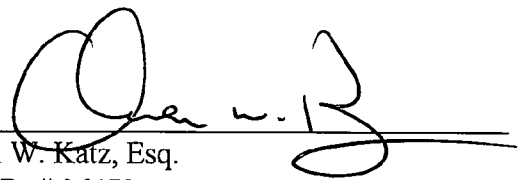
12. Plaintiff believes that because of the commercial nature of the Lease and the amount involved, compliance with Section 403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania, 41 P.S. §403 ("Act 6"), and 35 P.S. §1680.401 (c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, was unnecessary. However, Plaintiff did mailing to Defendant, at her last known address, on March 23, 2000, the notices pursuant to Act 6 and Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are attached hereto, marked collectively as Exhibit "E," and made a part hereof.

WHEREFORE, Plaintiff demands judgment against Defendant for foreclosure and sale of the Mortgaged Premises in the amount of \$38,540.60, together with continuing late charges of \$83.60 per month after February 29, 2000, plus attorney fees of \$3,850, plus the costs of this proceeding, along with such other relief as should be deemed fair, just and equitable.

Respectfully Submitted,

TELMARK, LLC.

Date: 5/1/00

By:   
Owen W. Katz, Esq.  
Pa. I. D. # 36473  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

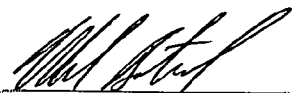
## VERIFICATION

I, Mark Botwinick state that I am Region Collection Manager

with/of Telmark, LLC., that I am authorized by Telmark to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 4/27/00



\_\_\_\_\_

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**EXHIBIT "A"**



**LEASE PURCHASE AGREEMENT**  
(EQUIPMENT LEASE)

**TELMARK INC.®**

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: 22068

LESSEE RICHARD & PHYLLIS GALLAHER

ITEM LOCATION:

ADDRESS RD 1 BOX 123  
CITY IRVONA STATE PA ZIP 16656  
COUNTY CLEARFIELD

INDIVIDUAL

NAME OF PERSON TO CONTACT

SUPPLIER RICHARD & PHYLLIS GALLAHER  
ADDRESS RD 1 BOX 123

SUPPLIER SALESPERSON:

JEFF CRISTLEY  
2310 BROWN BAYN AVE  
HUNTINGDON PA 16652

CITY IRVONA STATE PA ZIP 16656

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

ITEM COST: \$65,000.00

FRICK SAWMILL S/N 12482  
MINER EDGER S/N FB8165  
DETROIT DIESEL MOTOR MODEL 671 S/N 6A178863  
30 FOOT LIVE DECK  
MELLOTT 5A LOG TURNER WITH POWER SERVICE  
FULGRUM WOOD CHIPPER MODEL 36 S/N F1-F1L-722  
1968 CASE W-8B FRONT END LOADER S/N 2208599  
CATERPILLER GEN SET GENERATOR MCDL 185 KVA S/N 47BH3773

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$1,767.00	X	<input type="checkbox"/>	48	47	\$1,750.00

**PAYMENT SCHEDULE**

THIS LEASE REPLACES LEASE AGREEMENT DATED JANUARY 23, 1997

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

NOTICE TO LESSEE: IMPORTANT: READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING.

LESSEE AGREES TO THE LEASE TERMS AND CONDITIONS CONTINUED ON THE REVERSE SIDE ALONG WITH ALL EXHIBITS BY SIGNING BELOW THAT THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO SUPPLIER, AGENT, OR LESSEE MAY WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT EXCEPT IN WRITING BY AN AUTHORIZED OFFICER AND AGREED TO BY THE LESSOR.

IN WITNESS WHEREOF LESSEE HAS HEREBY EXECUTED THIS NON CANCELABLE LEASE THIS 22 DAY OF MAY 1997

IN THE EVENT THAT THIS LEASE IS EXECUTED BY A CORPORATE OFFICER, THAT CORPORATE OFFICER HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION.

SIGNED BY [Signature]

SIGNED BY Richard D. Gallaher

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

TITLE LESSOR

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY \_\_\_\_\_

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

ACCEPTED: TELMARK INC., LESSOR

BY

TITLE

DATE

5-22-97

**LEASE PURCHASE AGREEMENT**  
(EQUIPMENT LEASE)

**TELMARK INC.®**

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: 22068

LESSEE RICHARD & PHYLLIS GALLAHER

ITEM LOCATION:

ADDRESS RD 1 BOX 123

CITY IRVONA STATE PA ZIP 16656

COUNTY CLEARFIELD

INDIVIDUAL

NAME OF PERSON TO CONTACT

SUPPLIER RICHARD & PHYLLIS GALLAHER

ADDRESS RD 1 BOX 123

SUPPLIER SALESPERSON:

*JEFF CROTSLEY*  
*2310 BRUMBAUGH AVE*  
*HUNTINGDON PA 16822*

CITY IRVONA STATE PA ZIP 16656

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

ITEM COST: \$65,000.00

FRICK SAWMILL S/N 12482  
MINER EDGER S/N FB8165  
DETROIT DIESEL MOTOR MODEL 671 S/N 6A178863  
30 FOOT LIVE DECK  
MELLOTT 5A LOG TURNER WITH POWER SERVICE  
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1968 CASE W-8B FRONT END LOADER S/N 2208599  
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RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$1,767.00	X	<input type="checkbox"/>	48	47	\$1,750.00

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**ACCEPTANCE NOTICE**

ACCEPTANCE DATE

5-23-97

All the items referred to above were received by us and were and are in good order and condition and acceptable to us. We approve full payment by you to the supplier(s). We understand that you make no express or implied warranties of any kind with respect to the leased items as more fully set forth in paragraph 4 of the lease.

No supplier or agent thereof is authorized to waive or modify any term of this lease agreement.

If the date is omitted the lessee authorizes the lessor to complete this acceptance by dating it on the lessee's behalf when authorized by telephone or in person to do so.

**VENDOR:** This acceptance must be signed by Lessee and returned to us before your invoice can be paid.

SIGNED BY

*Richard A. Gallaher*

TITLE

LESSEE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

**LEASE PURCHASE AGREEMENT**  
(EQUIPMENT LEASE)

**TELMARK INC.®**

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: 22068

LESSEE RICHARD & PHYLLIS GALLAHER

ITEM LOCATION:

ADDRESS RD 1 BOX 123

CITY IRVONA STATE PA ZIP 16656

COUNTY CLEARFIELD

INDIVIDUAL

NAME OF PERSON TO CONTACT

SUPPLIER RICHARD & PHYLLIS GALLAHER

SUPPLIER SALESPERSON:

ADDRESS RD 1 BOX 123

CITY IRVONA STATE PA ZIP 16656

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

ITEM COST: \$65,000.00

FRICK SAWMILL  
MINER EDGER  
DETROIT DIESEL MOTOR MODEL 671

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
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**VENDOR:** This acceptance must be signed by Lessee and returned to us before your invoice can be paid.

SIGNED BY

(s) Richard Gallaher

TITLE

LESSOR

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

Phyllis J. Gallaher

TITLE

LESSOR

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY \_\_\_\_\_

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

A black and white line drawing of a truck-mounted crane. The crane is mounted on a truck chassis and is lifting a large, circular object, possibly a manhole cover or a large pipe, from the ground. The crane's boom is extended upwards and to the right, with a hook and pulley system attached. The truck is shown from a side profile, facing left.

Date 5-23-97

For TEL MARK

No. of Loads	Description	Price	Amount
1	Caterpillar GENSET # 47BH3TB3500		\$500.00
1	Fukun Chipper #F1-F1A-72 1968		\$900.00
1	CASE LOADER #2208599		\$800.00
	TOTAL		\$2000.00
<i>Richard D Buller</i>			

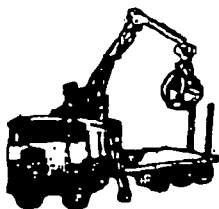
Nº 0716 Received by

Jan. 24 '97. 9:47.

HAMILTON BROS CO

FROM 814-672-5294

P. 1



**Richard Gallaher**  
**Logging & Timber Transfer**  
 R.D.1, Box 241  
 Irvona, Pennsylvania 16656  
 (814) 672-5230

Date Jan 23, 1997For TELMARK, INC

No. of Loads	Description	Price	Amount
	<i>Bill of Sale</i>		
	<i>Richard Gallaher sold</i>		
<i>to</i>	<i>Telmark, Inc,</i>		
<i>1</i>	<i>FRICK SAWMILL SERIAL # 12482</i>		
<i>1</i>	<i>MINER EDGER SERIAL # FB 8165</i>		
<i>1</i>	<i>GM DETROIT DIESEL POWER PLANT</i>		
	<i>SERIAL # 6A 178863</i>		
	<i>for the amount of</i>		
	<i>\$40000.00</i>		
	<i>Richard Gallaher</i>		
	<i>R.D. Irvona Pa 16656</i>		

No. 0706 Received by \_\_\_\_\_

# AMENDMENT OF LEASE AGREEMENT

LESSOR: TELMARK LLC (formerly Telmark Inc.)  
PO BOX 4943, SYRACUSE, NEW YORK 13221  
LESSEE: RICHARD & PHYLLIS GALLAHER  
ADDRESS: PO BOX 241, IRVONA, PA 16656

LEASE #: 03-555-41438-00-22068

LEASE DATE: 05/25/97 *Frick Saw mill* *R.D. 21*  
~~DESCR: 1978 FORD LOG TRUCK~~

IN CONSIDERATION OF A PROCESSING FEE OF \$50.00  
LESSOR AND LESSEE HEREBY AGREE TO THE REVISED PAYMENT SCHEDULE BELOW:

\*\* \*\* \*\* \*\* \*\*  
ALL OTHER TERMS AND CONDITIONS OF THIS LEASE AGREEMENT REMAIN IN  
FULL FORCE AND EFFECT  
\*\* \*\* \*\* \*\*

IN THE EVENT THAT THIS AMENDMENT IS EXECUTED BY A CORPORATE OFFICER, MANAGING PARTNER OF AN LLP OR MANAGER OF AN LLC, THAT PERSON HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION AND/OR BY MEMBERS OF THE LLP OR LLC.

LESSEE: RICHARD & PHYLLIS GALLAHER

SIGNED BY:

*Richard W. Gallaher* <sup>SR</sup>

SIGNED BY:

*Phyllis J. Gallaher*

## AMENDED SCHEDULE

1	Jul-99	1672.00	16	Oct-00	1672.00	31	Jan-02	0.00	46	Apr-03	0.00
2	Aug-99	1672.00	17	Nov-00	1672.00	32	Feb-02	0.00	47	May-03	0.00
3	Sep-99	1672.00	18	Dec-00	1672.00	33	Mar-02	0.00	48	Jun-03	0.00
4	Oct-99	1672.00	19	Jan-01	1672.00	34	Apr-02	0.00	49	Jul-03	0.00
5	Nov-99	1672.00	20	Feb-01	1672.00	35	May-02	0.00	50	Aug-03	0.00
6	Dec-99	1672.00	21	Mar-01	1672.00	36	Jun-02	0.00	51	Sep-03	0.00
7	Jan-00	1672.00	22	Apr-01	1672.00	37	Jul-02	0.00	52	Oct-03	0.00
8	Feb-00	1672.00	23	May-01	1672.00	38	Aug-02	0.00	53	Nov-03	0.00
9	Mar-00	1672.00	24	Jun-01	1672.00	39	Sep-02	0.00	54	Dec-03	0.00
10	Apr-00	1672.00	25	Jul-01	1672.00	40	Oct-02	0.00	55	Jan-04	0.00
11	May-00	1672.00	26	Aug-01	1672.00	41	Nov-02	0.00	56	Feb-04	0.00
12	Jun-00	1672.00	27	Sep-01	1672.00	42	Dec-02	0.00	57	Mar-04	0.00
13	Jul-00	1672.00	28	Oct-01	1672.00	43	Jan-03	0.00	58	Apr-04	0.00
14	Aug-00	1672.00	29	Nov-01	1.00	44	Feb-03	0.00	59	May-04	0.00
15	Sep-00	1672.00	30	Dec-01	0.00	45	Mar-03	0.00	60	Jun-04	0.00

THIS AMENDMENT MUST REACH OUR OFFICE BY:

07/22/99

BELOW IS FOR OFFICE USE ONLY

ACCEPTED BY:

*[Signature]*

ON

*9/13/99*

## PURCHASE AGREEMENT (Equipment)

## TERMS AND CONDITIONS OF LEASE

- LEASE, TERM, AND PURCHASE AGREEMENT.** LESSOR LEASES TO LESSEE THE EQUIPMENT SET FORTH ON THE ABOVE SCHEDULE. THE EFFECTIVE DATE OF THE LEASE SHALL BE THE DATE THE ACCEPTANCE NOTICE IS EXECUTED AND THE LEASE SHALL COMMENCE ON THAT DATE. IF THE DATE IS OMITTED THE LESSEE AUTHORIZES THE LESSOR TO COMPLETE THIS ACCEPTANCE BY DATING IT ON THE LESSEE'S BEHALF WHEN AUTHORIZED BY TELEPHONE OR IN PERSON TO DO SO. THE LEASE SHALL TERMINATE UPON THE EXPIRATION OF THE NUMBER OF MONTHS SET FORTH ABOVE. IF THERE HAS BEEN NO EVENT OF DEFAULT, OR UNLESS THE TERM HAS BEEN EXTENDED BY THE PARTIES, BECAUSE OF A NON-PAYMENT OF A LEASE PAYMENT OR OTHER AGREEMENT AND THEREAFTER AND UPON THE TERMINATION, THE LESSEE SHALL PURCHASE THE EQUIPMENT FOR THE SUM OF ONE AND NO/100 DOLLAR (\$1.00). FOR THE PURPOSE OF TERMINATION, THIS LEASE AGREEMENT CAN BE TERMINATED FOR THE VALUE COMPUTED BASED ON THE SUM OF ANY OUTSTANDING PAYMENTS DUE AND UNPAID, OTHER UNPAID CHARGES PLUS THE PRESENT VALUE OF THE REMAINING PAYMENTS AND THE "END OF LEASE PURCHASE PRICE" DISCOUNTED ON A MONTHLY BASIS AT THE NOMINAL RATE OF EIGHT (8) PERCENT PER ANNUM.
2. **RENTALS.** LESSEE hereby agrees to pay LESSOR the amount specified above as monthly, or other periodic lease payments, multiplied by the number of months and/or periods set forth above. In the event the LESSEE does not pay the lease payments within ten (10) days after the due date, the LESSEE further agrees to pay a late charge not exceeding five percent (5%) of the lease payment or ten dollars (\$10.00) whichever sum is greater.
3. **ASSIGNMENTS.** LESSOR shall have the right to assign this LEASE and LESSEE may assign its rights hereunder upon LESSOR'S written permission, but all the provisions thereof shall bind any permitted successor and/or assignee of the LESSEE.
4. **WARRANTIES.** LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO LESSEE.
5. **SECURITY DEPOSIT.** Any security deposit made by LESSEE shall be held by LESSOR for the term of this lease agreement with no interest paid by LESSOR to LESSEE. At the LESSOR'S discretion, any security deposit made by the LESSEE may be applied to the payment of late charges, LEASE payments, attorney's fees and any other expenses related to this LEASE or returned to the LESSEE at the termination of this LEASE.
6. **EQUIPMENT AND LIABILITY.** LESSOR, at the request of LESSEE, has ordered the equipment from the supplier selected by LESSEE. LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any equipment or the failure of supplier to deliver the same, for any other incidental and/or consequential damage sustained by the LESSEE. LESSOR has made no recommendation or representations as to the suitability of the leased equipment. LESSEE shall comply with all environmental laws, rules and regulations.
7. **REPAIRS AND INSURANCE.** LESSEE at own expense shall keep the equipment in good repair and shall pay all taxes imposed upon the ownership of the equipment and shall keep the equipment insured against all risks as requested by the LESSOR and the insurance shall provide for loss if any payable to the LESSOR for the value of its interest in the equipment.
8. **TAXES.** All taxes, fees and similar charges imposed on the ownership, possession or use of the EQUIPMENT during the term of this LEASE shall be paid by LESSEE. In case of failure of LESSEE to pay said taxes, fees and similar charges, LESSOR may pay such taxes, fees and similar charges in which even the cost shall be reimbursed by the LESSEE accordingly.
9. **TITLE.** All the equipment shall remain personal property and the title shall remain in the name of the LESSOR until purchased by the LESSEE. LESSEE agrees to immediately notify LESSOR of any lien or judicial process involving the EQUIPMENT.
10. **FINANCIAL INFORMATION.** LESSOR may require LESSEE to furnish financial statements plus current interim statements within 90 days after the close of the LESSEE'S fiscal year.
11. **NON-WAIVER.** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance with the terms of this LEASE.
12. **DEFAULT.** If LESSEE fails to pay any rent within ten (10) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any provision of this LEASE, or if LESSEE ceases doing business as a going concern, or the commencement by the LESSEE of a voluntary case under the Federal Bankruptcy Laws, or the making by it of any assignment for the benefit of creditors, or the failure of the LESSEE generally to pay its debts as such debts become due, or if LESSEE without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, LESSOR or its agents shall have the right to exercise any one or more of the following remedies:  
(A) To declare the entire amount due and payable without notice to LESSEE and to sue for and recover from LESSEE this amount.  
(B) To take possession of any or all items and EQUIPMENT without notice and without any court order.  
Should any proceedings be instituted by LESSOR to recover any monies due and/or to become due hereunder and/or for the possession of the EQUIPMENT, LESSEE shall pay a reasonable sum as attorney's fees, collection agency fees, court costs and repossession expenses.
13. **RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of EQUIPMENT.
14. **APPLICABLE LAW.** The parties agree that this LEASE shall be interpreted pursuant to the laws of the State of New York.
15. **LIABILITY.** LESSEE shall indemnify and save LESSOR harmless from any and all claims or proceedings and/or liabilities including LESSOR'S attorneys fees arising in connection with the leased equipment, including and without limitation, the LESSEE'S selection, possession, use, operation, maintenance including the failure of the LESSEE to maintain the equipment in a good state of repair.
16. **FINANCING STATEMENT.** The LESSEE hereby authorizes the LESSOR to file all necessary financing statements.
17. **COMMERCIAL USE.** LESSEE hereby certifies that the EQUIPMENT described is for COMMERCIAL or BUSINESS purposes and not for Personal, Family or Household purposes.
18. **ENTIRE AGREEMENT, WAIVER, SEVERABILITY.** This instrument together with all exhibits constitutes the entire agreement between the parties. No waiver by LESSOR of any provision of this Agreement shall constitute a waiver of any other matter as the LESSOR'S rights hereunder are cumulative and not alternative, and if any provision of this Agreement is deemed invalid the remaining provisions shall remain in effect and this lease shall remain binding upon the LESSEE, its successor and assigns. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term of this Lease Agreement.

**EXHIBIT “B”**



THIS MORTGAGE, made as of this 23 day of January, 19 97, between Phyllis Josephine Gallaher who together with their heirs, assigns and personal representatives, are hereinafter called "Mortgagor",

AND

TELMARK INC., a New York corporation with a principal office at 333 Butternut Drive, DeWitt, New York 13214, who together with its successors and assigns, is hereinafter called "Mortgagee".

WHEREAS, Mortgagor has entered into a certain written Lease Agreement with Mortgagee dated January 23, 1997, whereby Mortgagor stands bound unto Mortgagee to make 48 consecutive lease payments of \$ 426.75 per Month (hereinafter called the "Lease"); among other obligations set forth in the Lease, which Lease is incorporated herein by this reference thereto.

NOW, THEREFORE, for good and valuable consideration, and for better securing Mortgagor's full and faithful performance of the obligations set forth in the Lease, Mortgagor does grant, bargain, sell, alien, enfeoff, release and confirm unto Mortgagee,

ALL that certain tract or parcel of land located in Irvona Clearfield County, Pennsylvania, more particularly described on Exhibit "A", attached hereto and made a part hereof, hereinafter called the "Property",

This mortgage taken in the amount of

\$ 65,000.<sup>00</sup>  
P.B. #

TOGETHER with all and singular the buildings and improvements, streets, lanes, alleys, passages, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof.

Until Mortgagor has fully satisfied the terms and obligations set forth in the Lease, Mortgagor represents, covenants and warrants to Mortgagee as follows:

#### EASE

1. Mortgagor will make payments under the Lease and perform all other obligations thereunder according to its terms. This Mortgage also secures any amendments, modifications and supplements to the Lease above described, as well as any and all future obligations of whatsoever nature of the Mortgagor to the Mortgagee.

#### INSURANCE

2. Mortgagor will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee. The policies shall contain a standard Pennsylvania Mortgagee clause in the name of the Mortgagee. Within thirty (30) days after notice and demand, Mortgagor must insure the Property against any additional risk reasonably required by Mortgagee.

TAXES

VOL 1816 PAGE 544

MORTGAGEE'S  
RIGHT TO  
CURE

3. Mortgagor will pay all real estate taxes, assessments, sewer and water charges and other lienable items within thirty (30) days after they are due. Mortgagor must show receipts for these payments within ten (10) days of Mortgagee's demand for them.

4. Mortgagor authorizes Mortgagee to make any payments necessary to correct any failure by Mortgagor to provide insurance or pay taxes or other items listed in paragraphs 2 and 3 of this Mortgage.

Mortgagee may make an interest charge of 9 3/4 percent per year, or the highest legal rate of interest at the time of the payment, whichever is greater, on any payments of this kind and if Mortgagor does not pay the advances and interest to Mortgagee within ten (10) days after being asked to do so, the amount of the payments and interest will be added to the Mortgage.

MAINTENANCE  
AND REPAIR

5. Mortgagor will keep the Property in reasonably good repair.

NO SALE  
ALTERATION

6. Mortgagor may not, without the written consent of the Mortgagee, (a) alter, demolish, or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it or interest therein.

TITLE

7. Mortgagor warrants good and marketable fee simple ownership of the entire Property.

DEFAULTS  
AND REMEDIES

8. The following are defaults: (a) Mortgagor fails to make any payment required by the Lease; (b) Mortgagor fails to keep any other promise or agreement in this Mortgage or in the Lease; (c) Mortgagor transfers the Property voluntarily, involuntarily or by operation of law without the prior written consent of the Mortgagee.

If Mortgagor defaults hereunder, at the option of Mortgagee, the Mortgagee may declare due and immediately payable the full amount of all Lease payments remaining unpaid for the balance of the term, discounted to the present value thereof at 6% per annum, any other sums due under the Lease or under this Mortgage, together with costs and an attorney's commission of ten (10) percent of the Lease payments remaining unpaid (hereinafter called the "Judgment Amount"), without further stay, any law, usage or custom to the contrary notwithstanding. In addition to all other rights and remedies hereunder and available at law and equity, Mortgagee may institute an action of mortgage foreclosure upon this Mortgage and proceed to judgment and execution for the recovery of the Judgment Amount with interest at the highest legal rate allowed by law, and in the event of a default Mortgagor hereby empowers any attorney to appear for Mortgagor and confess judgment against Mortgagor in favor of Mortgagee for the Judgment Amount with interest at the highest rate allowed by law, waiving stay of execution, inquisition and all exemption laws, and Mortgagor further agrees the Property may be sold upon a writ of execution in one or several parcels. If Mortgagor defaults hereunder, Mortgagee shall have the right to take possession of the Property as mortgagee in possession and/or to have a receiver appointed to take control of the Property, and Mortgagor authorizes and empowers any attorney to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Property, whereupon a writ of possession may immediately issue for possession of the Property, without any prior writ or proceeding whatsoever; and for so doing, this Mortgage or a copy hereof, verified by affidavit, shall be a sufficient warrant, without further stay, and with a full release of errors, any law, usage or custom to the contrary notwithstanding.

DEFEASANCE

9. Provided always, nevertheless, that if Mortgagor fully satisfies all the provisions of this Mortgage and the Lease, then, and from thenceforth, this Mortgage and the estate hereby granted, shall cease, determine and become void, anything herein contained to the contrary notwithstanding.

JOINT AND  
SEVERAL

10. If there are more than one Mortgagor, each shall be jointly and separately liable hereunder.

NOTICES

11. Notices, demands or requests may be in writing and may be delivered in person or sent by mail.

IN WITNESS WHEREOF, with intent to be legally bound, this Mortgage has been duly executed by the Mortgagor as of the day and year first above written.

WITNESS:

MORTGAGOR

\_\_\_\_\_

Phyllis Josephine Gallaher (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF

CLEARFIELD

:

On this, the 25 day of January Anno Domini 1997, before me, the undersigned officer, personally appeared the above-named \_\_\_\_\_

PHYLLIS JOSEPHINE GALLAHER and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be his act and deed, and desired the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid

FRANK L. HUNTER #4832020

Notary Public, State of New York

Commission Expires June 30, 1998

[Signature]

Notary Public

I hereby certify that the precise address of the Mortgagee and person entitled to interest on this Mortgage is: 333 Butternut Drive, Dewitt, New York 13214.

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF

:

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 19\_\_\_\_, in the Recorder's Office of the said County in Mortgage Book \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_.

Given under my hand and seal of the said office, the date above written.

\_\_\_\_\_ Recorder

NOT 1819 PAGE 545

ALL that certain lots or parcels of ground situate in Baccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST THEREOF:

Beginning at a post on right of way of Pennsylvania Railroad; thence by line of lands now or formerly of Thomas Hamilton, south 62° West, Eighteen (18) rods to post on Witmer Run; thence by low water mark of said run, South 8° East. Twenty and Two-tenths (20.2) rods to a post; thence by lands now or formerly of Witmer Land & Coal Company, North 63° East. Seven and four-tenths (7.4) rods to a post on right of way of Pennsylvania Railroad; thence by said Railroad right-of-way North 3° 30' West, Thirty Four (34) rods to post; thence by the same North 9° West, Twelve and Two-tenths (12.2) rods to place of beginning. Containing 3 acres, 118 perches, and being part of Benjamin Young tract.

EXCEPTING AND RESERVING all coal, oil, clay and other minerals.

BEING that same premises as was conveyed by Deed dated September 15, 1993 from Melva Ball and Walter Ball to Robert E. Hamilton and Anna M. Hamilton as is found recorded in the office of the Register and Recorder of Clearfield County at Deed Book Volume 1572 at Page 438.

SECOND THEREOF:

BEGINNING at a post corner on right-of-way of Penna. Railroad; thence South 62 degrees West along land now or formerly of Mervin Brink and Mary Brink, his wife one hundred (100) feet to post corner on land now or formerly of Mervin Brink and Mary Brink, his wife thence continuing along land now or formerly of Mervin Brink and Mary Brink, his wife, South 8 degrees East, seventy-five (75) feet to post corner of land now or formerly of Mervin Brink and Mary Brink, his wife; thence continuing along land now or formerly of Mervin Brink and Mary Brink, his wife West (63) degrees East, one hundred (100) feet to right-of-way of Penna. Railroad; thence along line of said right-of-way North 3 degrees 30 minutes West 75 feet to post corner and place of beginning.

ALL that certain piece or parcel of ground situate in the Borough of Irvona, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the South edge of Township Road from Irvona to Berwindsdale, said post being located one hundred twenty (120) perches from Northwest corner of Lot No. 458 in Irvona Borough; thence by land of Witmer Land and Coal Company South sixty-seven (67) degrees thirty (30) minutes West, twelve and six-tenths rods to a post; thence South twenty-two (22) degrees thirty (30) minutes East, twelve and seven tenths rods to a post; thence North sixty-seven (67) degrees thirty (30) minutes East twelve and seven-tenths rods to a post; thence North sixty-seven (67) degrees thirty (30) minutes East twelve and six-tenths rods to a post on edge of said Township Road; thence along said road North twenty two (22) degrees thirty (30) minutes West twelve and seven-tenths rods to the place of beginning. Containing one acre (1 a.)

EXCEPTING AND RESERVING .coal and other minerals as fully as are reserved in prior deeds of conveyance

BEING that same premises conveyed by Deed dated August 2, 1991 from Craig A. Strong to Robert E. Hamilton and Anna M> Hamilton, his wife, as is found recorded with the office of the Register and Recorder of Clearfield County at Deed Book Volume 1337 at Page 444.

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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:1 pm 2-11-97  
BY Telmark Inc  
FEES 17.50  
Karen L. Starck, Recorder



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

RESERVING AND EXCEPTING all the clay-oil, coal and other minerals as fully as are reserved indeed from Witmer Land and Coal Co. to Mervin Brink and Mary Brink, his wife as well as such other reservations which appear within the chain of title.

BEING that same premises as was conveyed by Deed dated September 15, 1993 from Melva Ball and Walter Ball to Robert E. Hamilton and Anna M. Hamilton as is found recorded in the office of the Register and Recorder of Clearfield County at Deed Book Volume 1572 at Page 438.

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**EXHIBIT “C”**

# Telmark LLC

February 16, 2000

Richard Gallaher  
Phyllis Gallaher  
P.O. Box 241  
Irvona, PA 16656

Re: Lease No. 03-555-41438-00-22068  
Past Due: December 28, 1999 and January 28, 2000  
Total Past Due: **\$3,427.60** as follows: \$3,344.00 Rental + \$83.60 Late Charges

Dear Mr. and Mrs. Gallaher:

Please consider this letter to be Telmark's formal demand for payment of **\$3,427.60** to be received in our office on or before **February 26, 2000**.

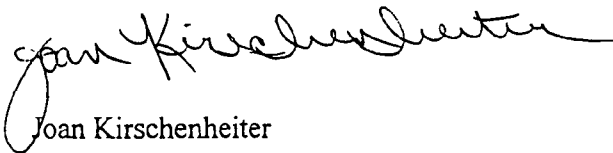
If this amount is not received, Telmark LLC (formerly Telmark Inc.) hereby exercises its right to declare the entire balance of the remaining rental payments of \$38,456.00, immediately due and payable, plus applicable sales tax, residual value, and any other charges including legal fees. Please refer to the default section of the lease agreement that you acquired on May 25, 1997.

If applicable, the remaining rental payments will be discounted as outlined in the Default section of the above referenced lease agreement. Discount will be entered upon entry of a final judgment, order or decree of the court.

**If payment is not received by February 26, 2000, Please take notice that Telmark intends to have the leased equipment picked up.**

PLEASE TAKE FURTHER NOTICE that Telmark may sell, lease, or otherwise dispose of said personal property pursuant to the terms and conditions of the lease agreement and will hold you personally responsible for any deficiency that may arise from this action. If you have any questions regarding the above, please contact me.

Sincerely,



Joan Kirschenheiter  
Collection Specialist  
1-800-806-3294 ext. 7869

P.O. Box 4943, Syracuse, NY 13221-4943  
Phone (800) 806-3294



**EXHIBIT "D"**

			Lease Balance Worksheet		
Date			3/1/2000		
Lessee			Richard & Phyllis Gallaher		
Lease #			22068		
Equipment			Frick Sawmill		
Remaining Rental Payments		\$	38,456.00		
Late Charges		\$	83.60		
Est. Residual Amount		\$	1.00		
*****					
Accelerated Amount		\$	38,540.60	***	Past due amounts are included in
					this figure.
Past Due Rental Amount		\$	5,016.00		
Late Charges		\$	83.60		
*****					
Total past due as of 3/1/00		\$	5,099.60		
Next due 3/28/00					

---

**EXHIBIT “E”**

Z 202 539 334

US Postal Service  
**Receipt for Certified Mail**

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

PS Form 3800 April 1995

Postage	\$ 55
Certified Fee	140
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 320</b>
Postmark or Date	

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) Anna M. Hamilton B. Date of Delivery 03-25-00  
C. Signature [Signature] ☐ Agent ☐ Addressee  
D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

**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:

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

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)

Z 202 539 334

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

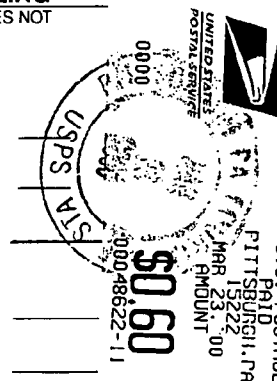
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE — POSTMASTER

Recd OWEN W. KATZ  
ATTORNEY AT LAW  
119 FIRST AVENUE  
PITTSBURGH, PA 15222

One piece of ordinary mail addressed to:

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656



**OWEN W. KATZ**  
ATTORNEY AT LAW  
119 FIRST AVENUE  
PITTSBURGH, PA 15222

PHONE (412) 281-1015

FAX (412) 471-757

March 23, 2000

VIA U.S. MAIL, FIRST CLASS POSTAGE PREPAID  
and CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

Re: Lease No. 22068  
Mortgaged Property: Baccaria Township property (DBV 1636, P 103)

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

The Lease secured by the mortgage on the above property IS IN DEFAULT because you have not made the monthly payments of \$1,767 for the months of December 1999 through the date of this letter. Late charges (and other charges have also accrued to this date in the amount of 83.60. The total amount now required to cure this default, i.e., to bring your payments current, as of the date of this letter, is \$5099.60.

You may cure this default within thirty (30) days of the date of this letter, by paying to us the above amount of \$5099.60, plus any additional monthly payments and late charges which may fall due during the period. Such payment must be made either by cashier's check, certified check or money order, and made payable to us at the address stated above.

If you do not cure the default within thirty (30) days, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within thirty days, we also intend to instruct our attorneys to start a lawsuit to foreclose on the mortgage property. If the mortgage is foreclosed, your mortgaged property will be sold by the sheriff, and the net proceeds will be credited against the amount you owe.

If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred. Any attorneys' fees will be added to whatever you owe us, which may also include our reasonable

costs. If you cure the default with the thirty-day period and the mortgage is subject to 41 P.S. §403 (Act 6 of 1974), you will not be required to pay attorneys' fees incurred with respect to the mortgage foreclosure aspects of this matter.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period, and foreclosure proceedings have begun and the mortgage is subject to 41 P.S. §403 (Act 6 of 1974), you have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payment plus any later or other charges then due, as well as the reasonable attorneys' fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a sheriff's sale could be held would be approximately August, 2000. A notice of the 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 will be by calling us at the following number: (412) 281-1015. This payment must be by cashier's check, certified check or money order, and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEYS' FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE; AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED.) CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

In you cure the default and the mortgage is subject to 41 P.S. §403 (Act 6 of 1974), the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

  
Owen W. Katz

**OWEN W. KATZ**

ATTORNEY AT LAW  
119 FIRST AVENUE  
PITTSBURGH, PA 15222

PHONE (412) 281-1015

FAX (412) 471-757

March 23, 2000

VIA U.S. MAIL, FIRST CLASS POSTAGE PREPAID  
and CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

Re: Lease No. 22068  
Mortgaged Property: Baccaria Township property (DBV 1636, P 103)

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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):      Phyllis Gallaher  
PROPERTY ADDRESS:        Baccaria Township property (DBV 1636, P 103)  
LOAN ACCT. NO.:            Lease No. 22068  
ORIGINAL LENDER:         Telmark  
CURRENT LENDER/SERVICER: N/A

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

#### TEMPORARY STAY OF FORECLOSURE

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



## CONSUMER CREDIT COUNSELING AGENCIES

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

## APPLICATION FOR MORTGAGE ASSISTANCE

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

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

## AGENCY ACTION

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

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

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

### NATURE OF THE DEFAULT

The MORTGAGE debt held by the above lender on your property located at:Baccaria Township property (DBV 1636, P 103) IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE LEASE PAYMENTS for the following months and the following amounts are now past due: December 1999 through present in amount of \$ 5016.00. Other charges (explain/itemize): Late charges of \$83.60. TOTAL AMOUNT PAST DUE: \$5,099.60 (exclusive of amounts due 3/28/00 and thereafter).

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

#### HOW TO CURE THE DEFAULT

You may cure the default within THIRTY (30) DAYS of the date of this notice if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5099.60, PLUS ANY MORTGAGE LEASE 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: the undersigned.

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

#### IF YOU DO NOT CURE THE DEFAULT

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

#### IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00 if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case. 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 if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case.

## 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 if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

## EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 4 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 TELMARK:

Contact undersigned at address and telephone number provided.

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

## YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT

OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
THIS DEBT.

-- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR  
BEHALF.

-- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO  
DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT  
HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY  
CALENDAR YEAR.)

-- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE  
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE  
DOCUMENTS,

-- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH  
ACTION BY THE LENDER.

-- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:

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

CCCS of Northeastern PA  
631 S Atherton St  
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

TELMARK, LLC.

By:   
Owen W. Katz, Esq.  
Pa. I. D. # 36473  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

FILED

*per*

MAY 05 2009

William A. Shaw  
Prothonotary

*auth Katz pd*

*\$80.00*

*ICC Sheikh*

OWEN W. KATZ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC.

00-521-CD

VS

GALLAHER, PHYLLIS JOSEPHINE

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MAY 8, 2000 AT 11:32 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON PHYLLIS JOSEPHINE GALLAHER,  
DEFENDANT AT RESIDENCE S.R. 3022, BERWINDSDALE, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO PHYLLIS J. GALLAHER A  
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

28.92 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

10th 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 10 2000  
01:15pm  
William A. Shaw  
Prothonotary

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

TELMARK, LLC.,

Plaintiff,

vs.

71 PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**CIVIL DIVISION**

**NO: 00-521-CD**

**Code and Classification:**

**TITLE OF PLEADING:**

PLAINTIFF'S PRAECIPE FOR DEFAULT  
JUDGMENT PURSUANT TO Pa.R.C.P.  
1037(b)

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

JUN 27 2000

William A. Shaw  
Prothonotary



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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT**  
**PURSUANT TO Pa.R.C.P. 1037(b)**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff TELMARK, LLC., and against Defendant, PHYLLIS JOSEPHINE GALLAHER, for failure to file an Answer or otherwise respond in the above captioned action at the number and term within (20) days from the date of service of the Complaint, as follows:

Judgment in mortgage foreclosure for \$42,725.00, broken down as follows:

Principal	\$38,540.60
Late Charges	\$ 334.40
Legal Fees as requested in complaint	<u>\$ 3,850.00</u>

<b>TOTAL</b>	<b>\$42,725.00</b>
--------------	--------------------

**PLUS COSTS**



I certify that a written notice of intention to file this praecipe was mailed to Defendant after the default occurred and at least ten (10) days before the date of filing this praecipe. A copy of the notice is attached. I further certify that the defendant is not in active military service. The undersigned verifies that statements of fact in this praecipe are true and correct and are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsifications to authorities.

Respectfully Submitted:

TELMARK, LLC.

Date: 6/23/00

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

119 First Avenue

Pittsburgh, PA 15222

(412) 281-1015

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

TELMARK, LLC.,  
Plaintiff,

**CIVIL DIVISION**

vs.

No. 00-521-CD

PHYLLIS JOSEPHINE GALLAHER,  
Defendant.

**IMPORTANT NOTICE**

TO: Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

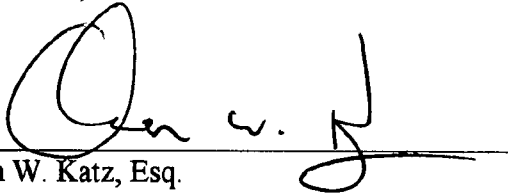
Phyllis Gallaher  
S.R. 3022  
Berwindsdale, PA 16656

Date of Notice: June 12, 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 DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

TELMARK, LLC

By:   
Owen W. Katz, Esq.  
Pa. I. D. # 36473  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

FILED

JUN 27 2000

William A. Shaw  
Prothonotary

pd \$200.00

Notice to Dy. P. Zbalan  
Statement to Cath Katz

A handwritten signature, possibly reading "Cath Katz", is written over the text "Statement to Cath Katz".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC.,  
Plaintiff,

CIVIL DIVISION

vs.  
PHYLLIS JOSEPHINE GALLAHER,  
Defendant.

No. 00-521-CD

COPY

NOTICE OF JUDGMENT

TO: Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

Phyllis Gallaher  
S.R. 3022  
Berwinsdale, PA 16656

You are hereby notified that the following Order, Decree or Judgment has been entered against you  
on June 27, 2000

- |  |   |
|--|---|
| <input type="checkbox"/> Decree Nisi in Equity.  |   |
| <input type="checkbox"/> Final Decree in Equity. |   |
| <input checked="" type="checkbox"/> Judgment of  | <input type="checkbox"/> Confession         |
|  | <input checked="" type="checkbox"/> Default |
|  | <input type="checkbox"/> Non-Pros           |
|  | <input type="checkbox"/> Verdict            |
|  | <input type="checkbox"/> Non-Suit           |
|  | <input type="checkbox"/> Arbitration Award  |

☒ Judgment in mortgage foreclosure the amount of \$42,725.00, PLUS COSTS.

☐ District Justice Transcript of Judgment in (Assumpsit/Trespass) in the amount of  
\$ 42,725.00, PLUS COSTS.

☐ If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended  
by the Pennsylvania Department of Transportation.

PROTHONOTARY

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

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.  
Counsel for Plaintiff  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

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

COPY

TELMARK, LLC.,

Plaintiff(s)

No. 00-521-CD

vs.

Real Debt \$42,725.00

PHYLLIS JOSEPHINE GALLAHER,

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

Defendant(s)

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

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

Entry \$20.00

Instrument Default Judgment

Date of Entry June 27, 2000

Expires June 27, 2005

Certified from the record this 27th 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**

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**TITLE OF PLEADING:**

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

APR 20 2001

m13:28/att Katz pd  
William A. Shaw  
Prothonotary

820.00

6 Writ Shary  
E  
K&S

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO: 00-521-CD

vs.

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

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

TO: Prothonotary

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendant PHYLLIS JOSEPHINE GALLAHER, as follows:

Principal \$ 42,725.00

Interest (for 6/27/00 to 4/16/01  
at 6% (\$7.02/day)) \$ 2,056.86

Total \$ 44,781.86

PLUS INTEREST AND COSTS

Respectfully submitted,

TELMARK, LLC

Date: 4/16/01

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

**TITLE OF PLEADING:**

Defendant.

VERIFICATION OF LAST KNOWN  
ADDRESS

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

APR 20 2001

m1328 no cc  
William A. Shaw  
Prothonotary



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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

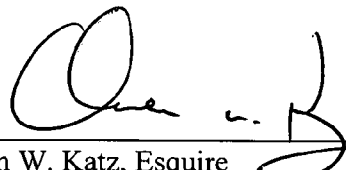
**VERIFICATION OF LAST KNOWN ADDRESS**

I, Owen W. Katz, counsel for Plaintiff, say and verify, that, to the best of my knowledge, information and belief, the owners of the property to be sold at the Mortgage Foreclosure Sale at the above referenced execution number, is/are Defendant(s), PHYLLIS JOSEPHINE GALLAHER, whose address(es) has/have been, and remain, to the best of my knowledge, information, and belief:

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

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

4/16/01  
Date

  
Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

**TITLE OF PLEADING:**

Defendant.

RULE 3129.1 VERIFICATION

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

APR 20 2001  
m13:28 noc  
William A. Shaw  
Prothonotary *EWS*

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**RULE 3129.1 VERIFICATION**

TELMARK, LLC., Plaintiff in the above action, by and through undersigned counsel, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property of PHYLLIS JOSEPHINE GALLAHER, located at Beccaria Township, Clearfield County, and is more fully described as follows:

*Real est. sit. in Beccaria Township, Clearfield Cty., PA, Map #s 101-H16-000-33 (assessed as 2.076 acres) and 101-H16-000-34 (assessed as a vacant lot). Deed Book Volume 1636, page 103.*

1. The name and address of the owner or reputed owner:

Phyllis Gallaher

RD 1, Box 123  
Irvona, PA 16656

2. The name and address of the defendants in the judgment:

Phyllis Gallaher

RD 1, Box 123  
Irvona, PA 16656

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

Susquebanc Lease Co.

508 Penn Street  
Huntington, PA 16652  
*and*  
RD 3, Box 216A  
Huntington, PA 16652

Susquebanc Lease Co.  
c/o Robert B. Stewart III

300 Penn Street  
Huntington, PA 16652

Telmark, LLC.

Plaintiff

Judgment in Mortgage Foreclosure at 521-CD-2000 on June 27, 2000, in the amount of \$42,725 plus interest (*for 6/27/00 to date of sale at 6% (\$7.02/day)*).

4. The name and address of the last record holder of every mortgage of record:

Telmark, LLC.

Plaintiff

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

None

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

Richard Gallaher

RD 1, Box 123  
Irvona, PA 16656

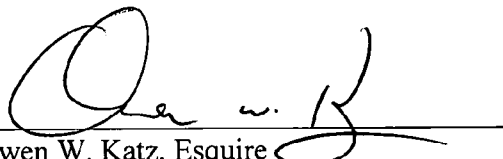
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Clearfield County Tax Claim Bureau

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

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

9/16/01  
Date

  
Owen W. Katz, Esquire  
Pa. I.D. #36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

**TITLE OF PLEADING:**

Defendant.

VERIFICATION OF COMPLIANCE  
WITH ACT 6 OF 1974 AND ACT 91 OF  
1983

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

APR 20 2001

M1328 noc  
William A. Shaw  
Prothonotary *WAS*

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

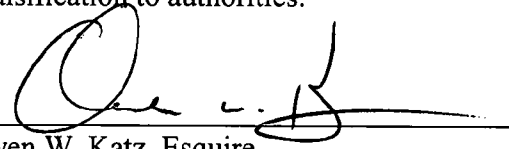
**VERIFICATION OF COMPLIANCE WITH ACT 6 OF 1974  
AND ACT 91 OF 1983**

I, Owen W. Katz, counsel for Plaintiff, say and verify that because of the commercial nature of the underlying debt compliance with Section 403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania, 41 P.S. §403 ("Act 6"), and 35 P.S. §1680.401 (c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, was unnecessary, but that, notwithstanding the foregoing, notice was given as follows:

- (1) The Act 6 Notice, a copy of which is attached hereto as Exhibit "A," was served by both regular and certified mail on or about March 23, 2000, as evidenced by the certificate of mailing and return receipts attached hereto as Exhibit "C;" and
- (2) The Act 91 Notice, a copy of which is attached hereto as Exhibit "B," was served along with the Act 6 Notice as was described above.

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

4/16/0  
Date

  
Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**EXHIBIT "A"**



**OWEN W. KATZ**

ATTORNEY AT LAW  
119 FIRST AVENUE  
PITTSBURGH, PA 15222

PHONE (412) 281-1015

FAX (412) 471-757

March 23, 2000

VIA U.S. MAIL, FIRST CLASS POSTAGE PREPAID  
and CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

Re: Lease No. 22068  
Mortgaged Property: Baccaria Township property (DBV 1636, P 103)

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

The Lease secured by the mortgage on the above property IS IN DEFAULT because you have not made the monthly payments of \$1,767 for the months of December 1999 through the date of this letter. Late charges (and other charges have also accrued to this date in the amount of 83.60. The total amount now required to cure this default, i.e., to bring your payments current, as of the date of this letter, is \$5099.60.

You may cure this default within thirty (30) days of the date of this letter, by paying to us the above amount of \$5099.60, plus any additional monthly payments and late charges which may fall due during the period. Such payment must be made either by cashier's check, certified check or money order, and made payable to us at the address stated above.

If you do not cure the default within thirty (30) days, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within thirty days, we also intend to instruct our attorneys to start a lawsuit to foreclose on the mortgage property. If the mortgage is foreclosed, your mortgaged property will be sold by the sheriff, and the net proceeds will be credited against the amount you owe.

If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorneys' fees, actually incurred. Any attorneys' fees will be added to whatever you owe us, which may also include our reasonable

costs. If you cure the default with the thirty-day period and the mortgage is subject to 41 P.S. §403 (Act 6 of 1974), you will not be required to pay attorneys' fees incurred with respect to the mortgage foreclosure aspects of this matter.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the thirty-day period, and foreclosure proceedings have begun and the mortgage is subject to 41 P.S. §403 (Act 6 of 1974), you have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payment plus any later or other charges then due, as well as the reasonable attorneys' fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a sheriff's sale could be held would be approximately August, 2000. A notice of the 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 will be by calling us at the following number: (412) 281-1015. This payment must be by cashier's check, certified check or money order, and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEYS' FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE; AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED.) CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

In you cure the default and the mortgage is subject to 41 P.S. §403 (Act 6 of 1974), the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

  
Owen W. Katz

## **EXHIBIT “B”**

**OWEN W. KATZ**

ATTORNEY AT LAW  
119 FIRST AVENUE  
PITTSBURGH, PA 15222

PHONE (412) 281-1015

FAX (412) 471-757

March 23, 2000

VIA U.S. MAIL, FIRST CLASS POSTAGE PREPAID  
and CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

Re: Lease No. 22068  
Mortgaged Property: Baccaria Township property (DBV 1636, P 103)

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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): Phyllis Gallaher  
PROPERTY ADDRESS: Baccaria Township property (DBV 1636, P 103)  
LOAN ACCT. NO.: Lease No. 22068  
ORIGINAL LENDER: Telmark  
CURRENT LENDER/SERVICER: N/A

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

#### TEMPORARY STAY OF FORECLOSURE

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

## CONSUMER CREDIT COUNSELING AGENCIES

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

## APPLICATION FOR MORTGAGE ASSISTANCE

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

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

## AGENCY ACTION

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

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

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

### NATURE OF THE DEFAULT

The MORTGAGE debt held by the above lender on your property located at: Baccaria Township property (DBV 1636, P 103) IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY ~~MORTGAGE~~ LEASE PAYMENTS for the following months and the following amounts are now past due: December 1999 through present in amount of \$ 5016.00. Other charges (explain/itemize): Late charges of \$83.60. TOTAL AMOUNT PAST DUE: \$5,099.60 (exclusive of amounts due 3/28/00 and thereafter).

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

#### HOW TO CURE THE DEFAULT

You may cure the default within THIRTY (30) DAYS of the date of this notice if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5099.60, PLUS ANY ~~MORTGAGE~~ LEASE 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: the undersigned.

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

#### IF YOU DO NOT CURE THE DEFAULT

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

#### IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00 if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case. 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 if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case.

## 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 if 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) is applicable in this case. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

## EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 4 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 TELMARK:

Contact undersigned at address and telephone number provided.

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

## YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT



OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

-- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

-- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

-- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

-- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

-- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:

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

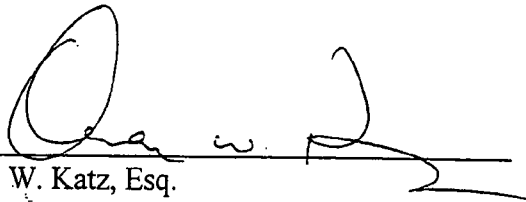
Indiana Co. Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

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

CCCS of Northeastern PA  
631 S Atherton St  
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

TELMARK, LLC.

By:   
Owen W. Katz, Esq.  
Pa. I. D. # 36473  
119 First Avenue  
Pittsburgh, PA 15222  
(412) 281-1015

**EXHIBIT "C"**

Z 202 539 334

US Postal Service

# Receipt for Certified Mail

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

PS Form 3800, April 1995

Postage	\$ 35
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	3/20/99
Return Receipt Showing to Whom Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$ 320</b>
Postmark or Date	

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) <i>Anna M. Hamilton</i>	B. Date of Delivery <i>03-25-99</i>
C. Signature <i>Anna M. Hamilton</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

## 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:

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656

3. Service Type	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Article Number (Copy from service label)

Z 202 539 334

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

## U.S. POSTAL SERVICE CERTIFICATE OF MAILING

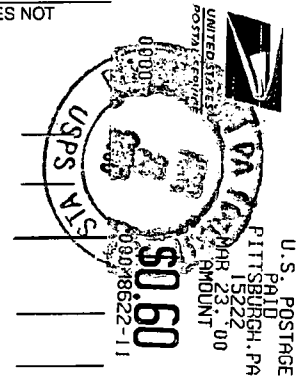
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE — POSTMASTER

Rece

OWEN W. KATZ  
ATTORNEY AT LAW  
119 FIRST AVENUE  
PITTSBURGH, PA 15222

One piece of ordinary mail addressed to:

Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656



**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

COPY

Telmark, LLC,

Vs.

NO.: 2000-00521-CD

Phyllis Josephine Gallaher ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due TELMARK, LLC, Plaintiff(s) from PHYLLIS JOSEPHINE GALLAHER , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
All that certain parcel of land situate in Beccaria Township, Clearfield County, PA Map #s 101-H-16-000-33 (assessed as 2.076 acres) and 101-H16-000-34 (assessed as a vacant lot). Deed Book Volume 1636, page 103.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$42,725.00

PAID: \$158.92

INTEREST: \$2,056.86 (for 6/27/00 to 4/16/01 at 6% (\$7.02 day)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 04/20/2001

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Owen W. Katz, Esq.  
938 Penn Avenue, 8th Floor  
Pittsburgh, PA 15222

\_\_\_\_\_  
Sheriff

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

TELMARK, LLC.,

Plaintiff,

vs.

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**CIVIL DIVISION**

**NO: 00-521-CD**

**TITLE OF PLEADING:**

RETURN OF SERVICE PURSUANT TO  
Pa.R.C.P. No. 3129.2(c)(2)

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

JUN 2 n 2001

**William A. Shaw**  
Prothonotary

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

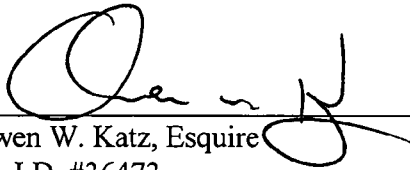
**RETURN OF SERVICE PURSUANT TO Pa.R.C.P. No. 3129.2(c)(2)**

The undersigned, Attorney for Plaintiff, states as follows:

1. Undersigned counsel served, by first class, U.S. Mail, postage prepaid, all persons named in Paragraphs 3 through 7 of the VERIFICATION PURSUANT TO RULE 3129.1 (a copy of which is attached as Exhibit "A"), with a copy of a Notice of Sale (a copy of which is attached as Exhibit "B").
2. Undersigned counsel served, by first class, U.S. Mail, postage prepaid, the Defendant with a copy of a Notice of Sale (a copy of which is attached as Exhibit "C") at the address set forth in the VERIFICATION PURSUANT TO RULE 3129.1.
3. In accordance with Pa.R.C.P. No. 3129.2(c)(1)(iii), Plaintiff obtained from the U.S. Postal Service a Form 3817 Certificate of Mailing upon all parties so served. True and correct copies of the Certificates of Mailing and the letter, if returned, are attached hereto collectively as Exhibit "D," and incorporated herein.

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

6/18/01  
Date

  
Owen W. Katz, Esquire  
Pa. I.D. #36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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**EXHIBIT “A”**

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

**TITLE OF PLEADING:**

Defendant.

**RULE 3129.1 VERIFICATION**

**FILED ON BEHALF OF:**

Telmark, LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**RULE 3129.1 VERIFICATION**

TELMARK, LLC., Plaintiff in the above action, by and through undersigned counsel, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property of PHYLLIS JOSEPHINE GALLAHER, located at Beccaria Township, Clearfield County, and is more fully described as follows:

*Real est. sit. in Beccaria Township, Clearfield Cty., PA, Map #s 101-H16-000-33 (assessed as 2.076 acres) and 101-H16-000-34 (assessed as a vacant lot). Deed Book Volume 1636, page 103.*

1. The name and address of the owner or reputed owner:

Phyllis Gallaher

RD 1, Box 123  
Irvona, PA 16656

2. The name and address of the defendants in the judgment:

Phyllis Gallaher

RD 1, Box 123  
Irvona, PA 16656

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

Susquebanc Lease Co.

508 Penn Street  
Huntington, PA 16652  
*and*  
RD 3, Box 216A  
Huntington, PA 16652

Susquebanc Lease Co.  
c/o Robert B. Stewart III

300 Penn Street  
Huntington, PA 16652

Telmark, LLC.

Plaintiff

Judgment in Mortgage Foreclosure at 521-CD-2000 on June 27, 2000, in the amount of \$42,725 plus interest *(for 6/27/00 to date of sale at 6% (\$7.02/day))*.

4. The name and address of the last record holder of every mortgage of record:

Telmark, LLC.

Plaintiff

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

None

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

Richard Gallaher

RD 1, Box 123  
Irvona, PA 16656

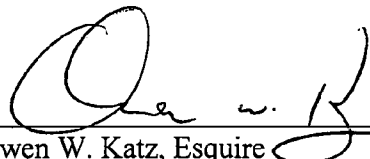
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Clearfield County Tax Claim Bureau

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

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

9/16/01  
Date

  
Owen W. Katz, Esquire  
Pa. I.D. #36473  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 281-1015

**EXHIBIT "B"**

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

TELMARK, LLC.,

**CIVIL DIVISION**

Plaintiff,

**NO: 00-521-CD**

**vs.**

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**  
**[Provided pursuant to Pa.R.C.P. No. 3129.2(c)(1)(iii)]**

**TO: LIENHOLDERS AND OTHER PARTIES IN INTEREST**

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  
Suite 116  
1 North Second Street  
Clearfield, PA 16830

on Friday, August 3, 2001, at 10:00 A.M./P.M., the following described real estate of which PHYLLIS JOSEPHINE GALLAHER, is/are the owners or reputed owners:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BECCARIA TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA BEING KNOWN AS MAP #S 101-H16-000-33 (ASSESSED AS 2.076 ACRES) AND 101-H16-000-34 (ASSESSED AS A VACANT LOT). DEED BOOK VOLUME 1636, PAGE 103.

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

TELMARK, LLC.,  
Plaintiff,

v.

PHYLLIS JOSEPHINE GALLAHER.  
Defendants,

at Execution Number 00-521-CD in the amount of \$44,781.86 plus interest and costs.

Claims against the property must be filed with the Sheriff before the 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 Distribution 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.

TELMARK, LLC.

Date: May 30, 2001

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

ALL those certain lots or parcels of ground situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST THEREOF: BEGINNING at a post on right of way of Pennsylvania Railroad; thence by line of lands now or formerly of Thomas Hamilton, South 62° West, Eighteen (18) rods to post on Witmer Run; thence by low water mark of said run, South 8° East, Twenty and Two-tenths (20.2) rods to a post; thence by lands now or formerly of Witmer Land & Coal Company, North 63° East, Seven and Four-tenths (7.4) rods to a post on right of way of Pennsylvania Railroad; thence by said Railroad right-of-way North 3° 30' West, Thirty Four (34) rods to post; thence by the same North 9° West, Twelve and Two-tenths (12.2) rods to the place of beginning. Containing 3 acres, 118 perches, and being part of Benjamin Young Tract.

EXCEPTING AND RESERVING all coal, oil, clay and other minerals.

SECOND THEREOF: BEGINNING at a post corner on right-of-way of Penna. Railroad; thence South 62 degrees West along land now or formerly of Mervin Brink and Mary Brink, his wife, one hundred (100) feet to post corner on land now or formerly of Mervin Brink and Mary Brink, his wife, thence continuing along land now or formerly of Mervin Brink and Mary Brink, his wife, South 8 degrees East, seventy-five (75) feet to post corner of land now or formerly of Mervin Brink and Mary Brink, his wife; thence continuing along land now or formerly of Mervin Brink and Mary Brink, his wife, West (63) degrees East, one hundred (100) feet to right-of-way of Penna. Railroad; thence along line of said right-of-way North 3 degrees 30 minutes West 75 feet to post corner and place of beginning.

RESERVING AND EXCEPTING all the clay-oil, coal and other minerals as fully as are reserved in deed from Witmer Land and Coal Co. to Mervin Brink and Mary Brink, his wife as well as such other reservations which appear within the chain of title.

Map #101-H16-000-33 and #101-H16-000-34.

BEING the same premises conveyed by Robert E. Hamilton and Anna M. Hamilton, husband and wife, to Phyllis Josephine Gallaher, by deed dated October 5, 1994 and recorded October 6, 1994 in Clearfield County Record Book 1636, page 103.

EXCEPTING THAT PORTION conveyed by deed dated July 28, 1995, from Phyllis Josephine Gallaher to Thomas J. Ross et ux, as is found recorded in the Office of the Register and Recorder of Clearfield County at Deed Book Volume 1692 at Page 530 (now k/a Map #101-H126-000-60).

SEIZED, taken in execution to be sold as the property of PHYLLIS JOSEPHINE GALLAHER, at the suit of TELMARK, LLC. JUDGMENT NO. 00-521-CD.



---

**EXHIBIT “C”**

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO: 00-521-CD

vs.

PHYLLIS JOSEPHINE GALLAHER,

Defendant.

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**TO: PHYLLIS JOSEPHINE GALLAHER**

TAKE NOTICE that by virtue of the 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  
Suite 116  
1 North Second Street  
Clearfield, PA 16830

on FRIDAY, AUGUST 3, 2001, at 10:00 A.M./P.M., the following described real estate of which PHYLLIS JOSEPHINE GALLAHER, is/are the owners or reputed owners:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BECCARIA TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA BEING KNOWN AS MAP #S 101-H16-000-33 (ASSESSED AS 2.076 ACRES) AND 101-H16-000-34 (ASSESSED AS A VACANT LOT). DEED BOOK VOLUME 1636, PAGE 103.

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

TELMARK, LLC.,  
Plaintiff,

v.

PHYLLIS JOSEPHINE GALLAHER.  
Defendants,

at Execution Number 00-521-CD in the amount of \$44,781.86 plus interest and costs.

Claims against the property must be filed with the Sheriff before the above sale date.

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

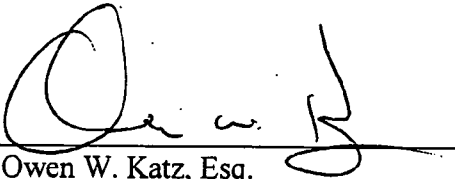
Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distribution 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.

TELMARK, LLC.

Date: 4/16/09

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



Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-1015

ALL those certain lots or parcels of ground situate in Beccaria Township, Clearfield County, Pennsylvania, bounded and described as follows:

FIRST THEREOF: BEGINNING at a post on right of way of Pennsylvania Railroad; thence by line of lands now or formerly of Thomas Hamilton, South 62° West, Eighteen (18) rods to post on Witmer Run; thence by low water mark of said run, South 8° East, Twenty and Two-tenths (20.2) rods to a post; thence by lands now or formerly of Witmer Land & Coal Company, North 63° East, Seven and Four-tenths (7.4) rods to a post on right of way of Pennsylvania Railroad; thence by said Railroad right-of-way North 3° 30' West, Thirty Four (34) rods to post; thence by the same North 9° West, Twelve and Two-tenths (12.2) rods to the place of beginning. Containing 3 acres, 118 perches, and being part of Benjamin Young Tract.

EXCEPTING AND RESERVING all coal, oil, clay and other minerals.

SECOND THEREOF: BEGINNING at a post corner on right-of-way of Penna. Railroad; thence South 62 degrees West along land now or formerly of Mervin Brink and Mary Brink, his wife, one hundred (100) feet to post corner on land now or formerly of Mervin Brink and Mary Brink, his wife, thence continuing along land now or formerly of Mervin Brink and Mary Brink, his wife, South 8 degrees East, seventy-five (75) feet to post corner of land now or formerly of Mervin Brink and Mary Brink, his wife; thence continuing along land now or formerly of Mervin Brink and Mary Brink, his wife, West (63) degrees East, one hundred (100) feet to right-of-way of Penna. Railroad; thence along line of said right-of-way North 3 degrees 30 minutes West 75 feet to post corner and place of beginning.

RESERVING AND EXCEPTING all the clay-oil, coal and other minerals as fully as are reserved in deed from Witmer Land and Coal Co. to Mervin Brink and Mary Brink, his wife as well as such other reservations which appear within the chain of title.

Map #101-H16-000-33 and #101-H16-000-34.

BEING the same premises conveyed by Robert E. Hamilton and Anna M. Hamilton, husband and wife, to Phyllis Josephine Gallaher, by deed dated October 5, 1994 and recorded October 6, 1994 in Clearfield County Record Book 1636, page 103.

EXCEPTING THAT PORTION conveyed by deed dated July 28, 1995, from Phyllis Josephine Gallaher to Thomas J. Ross et ux, as is found recorded in the Office of the Register and Recorder of Clearfield County at Deed Book Volume 1692 at Page 530 (now k/a Map #101-H126-000-60).

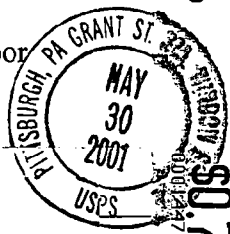
SEIZED, taken in execution to be sold as the property of PHYLLIS JOSEPHINE GALLAHER, at the suit of TELMARK, LLC. JUDGMENT NO. 00-521-CD.

**EXHIBIT "D"**

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

Received From: Owen W. Katz  
Attorney At Law  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
Phyllis Gallaher  
RD 1, Box 123  
Irvona, PA 16656



0000  
\$0.75  
3001471-01

UNITED STATES  
POSTAL SERVICE

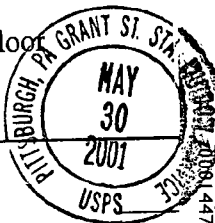
U.S. POSTAGE  
PAID  
PITTSBURGH, PA  
15219  
MAY 30, 01  
AMOUNT

PS Form 3817, Mar. 1989

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

Received From: Owen W. Katz  
Attorney At Law  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
Richard Gallaher  
RD 1, Box 123  
Irvona, PA 16656



0000  
\$0.75  
3001471-01

UNITED STATES  
POSTAL SERVICE

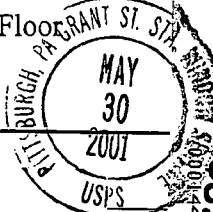
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PAID  
PITTSBURGH, PA  
15219  
MAY 30, 01  
AMOUNT

PS Form 3817, Mar. 1989

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

Received From: Owen W. Katz  
Attorney At Law  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
Tax Claim Bureau  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830



0000  
\$0.75  
3001471-01

UNITED STATES  
POSTAL SERVICE

U.S. POSTAGE  
PAID  
PITTSBURGH, PA  
15219  
MAY 30, 01  
AMOUNT

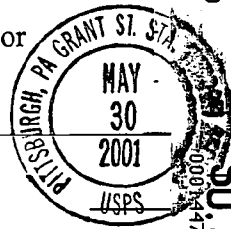
PS Form 3817, Mar. 1989

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

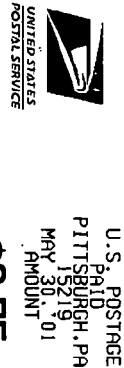
Received From: Owen W. Katz  
Attorney At Law  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

Susquebanc Lease Co.  
508 Penn Street  
Huntington, PA 16652



0000  
\$0.75  
00014471-01



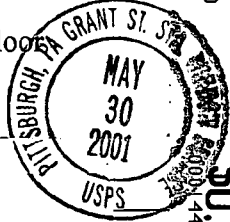
PS Form 3817, Mar. 1989

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

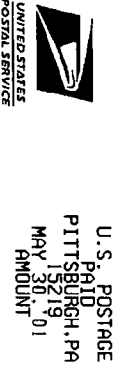
Received From: Owen W. Katz  
Attorney At Law  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

Susquebanc Lease Co.  
RD 3, Box 216A  
Huntington, PA 16652



0000  
\$0.75  
00014471-01



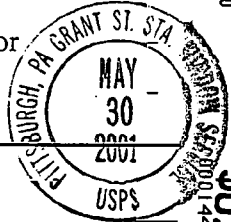
PS Form 3817, Mar. 1989

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

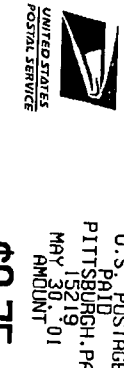
Received From: Owen W. Katz  
Attorney At Law  
938 Penn Avenue, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

Susquebanc Lease Co.  
c/o Robert B. Stewart III  
300 Penn Street  
Huntington, PA 16652



0000  
\$0.75  
00014471-01



PS Form 3817, Mar. 1989

Owen W. Katz

Attorney At Law

938 Penn Avenue, 8<sup>th</sup> Floor

Pittsburgh, PA 15222



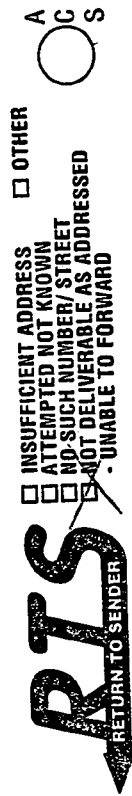
U.S. POSTAGE  
PAID  
PITTSBURGH, PA  
15219  
MAY 30, 01  
AMOUNT

\$0.34  
00014471-01

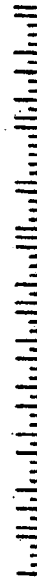
0000

16552

Susquebanc Lease Co.  
508 Penn Street  
Huntington, PA 16652



15222241610 01





**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Telmark, LLC,

Vs.

NO.: 2000-00521-CD

Phyllis Josephine Gallaher ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due TELMARK, LLC, , Plaintiff(s) from PHYLLIS JOSEPHINE GALLAHER, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
All that certain parcel of land situate in Beccaria Township, Clearfield County, PA Map #s 101-H-16-000-33 (assessed as 2.076 acres) and 101-H16-000-34 (assessed as a vacant lot). Deed Book Volume 1636, page 103.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$42,725.00

PAID: \$158.92

INTEREST: \$2,056.86 (for 6/27/00 to 4/16/01 at 6% (\$7.02 day)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

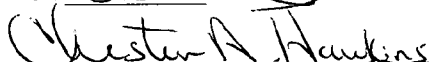
ATTY'S COMM: \$

DATE: 04/20/2001



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 20th day  
of April A.D. 2001  
At 3:50 A.M./P.M.

  
Sheriff by Margaret H. Puth

Requesting Party: Owen W. Katz, Esq.  
938 Penn Avenue, 8th Floor  
Pittsburgh, PA 15222

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

Sheriff Docket # 10967

TELMARK, LLC

00-521-CD

VS.

GALLAHER, PHYLLIS JOSEPHINE

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MAY 23, 2001, AT 10:27 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00 AM.

NOW, MAY 25, 2001, AT 10:40 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PHYLLIS JOSEPHINE GALLAHER, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 123, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHYLLIS JOSEPHINE GALLAHER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER CONTENTS THEREOF.

NOW, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, AUGUST 9, 2001, RECEIVED ATTORNEY CHECK #2562 IN THE AMOUNT OF ONE HUNDRED EIGHTY-TWO DOLLARS AND FIFTY-TWO CENTS (\$182.52) FOR COSTS DUE ON SALE.

NOW, AUGUST 31, 2001, RETURN WRIT AS A SALE BEING HELD WITH PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE ATTORNEY PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$252.20

SURCHARGE \$ 20.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10967

TELMARK, LLC

00-521-CD

VS.

GALLAHER, PHYLLIS JOSEPHINE

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

AUG 3 9 2001  
01335pm  
William A. Shaw  
Prothonotary

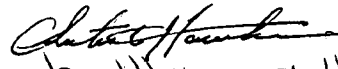
Sworn to Before Me This

3<sup>rd</sup> Day Of August 2001  


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



So Answers,

  
by 111 wrg wmt H. P. with

Chester A. Hawkins  
Sheriff

Security enhanced document. See back for details.

2562

**OWEN W. KATZ, ESQUIRE**  
PH 412-281-1015  
PITTSBURGH, PA

DATE 8/7/01

8-9/430  
023

PAY  
TO THE  
ORDER OF


*Shriff*

\$ 182.52

*One hundred eighty-two and*

52  
100 DOLLARS

Security features  
are included.  
Details on back.

 **PNCBANK**  
PNC Bank, N.A. 001  
Pittsburgh, PA

*Owen W. Katz*

FOR

⑈002562⑈ ⑆043000096⑆ 1001710017⑈

COPY

GUARDIAN & SAFETY

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, AUGUST 6, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of AUGUST 2001, I exposed the within described real estate of PHYLLIS JOSEPHINE GALLAHER

to public venue or outcry at which time and place I sold the same to TELMARK, LLC  
he/she 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		14.04
LEVY		15.00
MILEAGE		14.04
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		15.00
ADD'L MILEAGE		14.04
ADD'L LEVY		15.00
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES		10.00
BILLING - PHONE - FAX		10.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>252.20</b>

## DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b>20.50</b>

## DEBT & INTEREST:

DEBT-AMOUNT DUE	\$42,725.00
INTEREST FOR 6-27-00 TO 4-16-01 AT 6% (\$7.02 DAY)	2,056.86

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$44,781.86</b>
----------------------------------	--------------------

## COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING	\$	158.10
LATE CHARGES & FEES		
TAXES-Collector	\$	392.05
TAXES-Tax Claim		
COSTS OF SUIT-To Be Added		
LIST OF LIENS	\$	140.00
MORTGAGE SEARCH		
ACKNOWLEDGEMENT		
DEED COSTS	\$	20.50
ATTORNEY COMMISSION		
SHERIFF COSTS	\$	252.20
LEGAL JOURNAL AD	\$	60.75
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY	\$	158.92
FORECLOSURE FEES	\$	

<b>TOTAL COSTS</b>	<b>\$</b>	<b>1,182.52</b>
--------------------	-----------	-----------------

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

Chester A. Hawkins, Sheriff