

00-707-CD  
C & G SAVINGS BANK et al -vs- PAUL J. BIHUN et al

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

 C & G SAVINGS BANK, assignee of  
FAMILY MOBILE HOME INC.,

Plaintiff,  
vs.

 PAUL J. BIHUN and   
 CYNTHIA N. BIHUN, 

Defendants

TO: DEFENDANTS

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

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:  
c/o Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

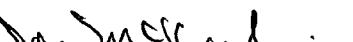
AND THE DEFENDANTS ARE:  
Box 91, Rd 1 a/k/a  
Corner of Berwind & Shaw Streets  
Irvona, PA 16656

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY:   
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE AFFECTED BY THIS LIEN IS:  
Box 91, Rd 1 a/k/a  
Corner of Berwind & Shaw Streets  
Irvona, PA 16656  
Borough of Irvona; County of Clearfield

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY:   
ATTORNEYS FOR PLAINTIFF

NO: 00-707-CO

ISSUE:

CODE:

COMPLAINT IN MORTGAGE  
FORECLOSURE

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

JON A. MCKECHNIE, ESQUIRE  
Pa. I.D. #36268

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWR#01922626

FILED

JUN 14 2000

William A. Shaw  
Prothonotary

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

C & G SAVINGS BANK, assignee of  
FAMILY MOBILE HOME INC.,

NO:

Plaintiff,  
vs.

PAUL J. BIHUN and  
CYNTHIA N. BIHUN,

Defendants

**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:**

**Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375**

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

C & G SAVINGS BANK, assignee of  
FAMILY MOBILE HOME INC.,

NO:

Plaintiff,  
vs.

PAUL J. BIHUN and  
CYNTHIA N. BIHUN,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, C & G Savings Bank, assignee of Family Mobile Home Inc., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is, C & G Savings Bank, assignee of Family Mobile Home Inc., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are, Paul J. Bihun and Cynthia N. Bihun, adult individuals whose last known address is Box 91, Rd 1, ( corner of Berwind & Shaw Streets ), Irvona, PA 16656.
3. On or about May 19, 1992, the Defendants, made, executed and delivered to Family Mobile Home Inc., a Mortgage in the original principal amount of \$47,390.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June 24, 1992, Mortgage Book Volume 1468, Page 325. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

4. Family Mobile Home Inc., assigned all of its right, title and interest in and to the Mortgage to Columbia Savings Association, pursuant to an Assignment of Mortgage. Said assignment being recorded on August 10, 1992, in Mortgage Book Volume 1477, Page 261.

5. Columbia Savings Association, assigned all of its right, title and interest in and to the Mortgage to C & G Savings Bank, pursuant to an Assignment of Mortgage.

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

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

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants have failed or refused to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about January 26, 2000, Defendants were mailed Notices of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. A true and correct copy of said Notices is attached hereto as Exhibit "B".

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

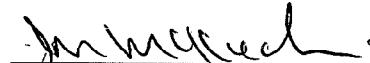
Principal	\$ 41,381.07
Interest thru 05/01/00	\$ 1,704.96
Late Charge	\$ 102.72
Attorneys' Fees	\$ 800.00
Title Search	\$ 50.00
<b>TOTAL</b>	<b>\$ 44,038.75</b>

11 Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$44,038.75, with interest thereon at the rate of \$13.32 per diem from May 1, 2000, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



Jon A. McKechnie, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #01922626

## PENNSYLVANIA MOBILE HOME INSTALLMENT SALE CONTRACT, Dated

July 27

19 92

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 11.75 %	The dollar amount the credit will cost you. \$ 75,866.80	\$ 47,390.00	\$ 123,256.80	The total cost of your purchase on credit, including your down payment of \$ 9,000.00 \$ 132,256.80

Your Payment Schedule will be:		
No. of Payments	Amount of Payments	When Payments Are Due
240	\$ 513.57	Monthly, beginning August 25, 19 92

e means estimate

Security:  You are giving a security interest in the goods or property being purchased. You are also giving a security interest in real estate.

Filing Fees: \$ 20.00

Late Charge: If a payment is late, you will be charged 2% of the payment for each month, or part of a month greater than 10 days, that it remains unpaid.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Assumption: Someone buying your mobile home  may not, under certain circumstances, be allowed to assume the remainder of this contract on the original terms. See below and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

## In this Contract

We are  
the Seller, Family Mobile Homes, Inc.  
Name(s) 1683 E. Pleasant Valley Blvd. Altoona, Pa. 16602  
Address

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.

## You are

(the Buyers), Paul J. & Cynthia N. Bihun P.O. Box 91 Rehoboth Beach Coopertown, Pa. 16627Name(s) Address

If there is more than one Buyer, each of you will be obligated, separately and together, for all sums due us and the performance of all agreements as provided in this Contract.

The terms shown in the boxes are part of this Contract. You have agreed to purchase under the terms of this Contract, the following mobile home and its appliances, furniture and equipment, which is called the "Vehicle" in this Contract.

N/U Year and Manufacturer Length &amp; Width Color &amp; Model Serial Number

N 1993 Skyline 60' x 24' Clay / Brookstone 2G11-02588AB

Equipped

with Skirting, Deck

You have traded in the following vehicle: 1977 Bendix \$ 9,000.00 -6-0- \$ 3 9,000.00  
Year and Make Series Gross Allowance Still Owning Net Trade-In

PROPERTY INSURANCE: Property insurance as checked below is required on the Vehicle for the full term of the Contract. If obtained through us, the premium costs for the insurance terms indicated below are included in item 3. Whether obtained through us or not, insurance coverage is payable to us and you as our interests then appear. YOU MAY OBTAIN SUCH INSURANCE THROUGH ANY AGENT OR BROKER OF YOUR CHOICE.

 Mobile Home

Physical Damage Ins. .... \$ 2,279.00 Term 60 Mos. (Describe) \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos.

 Comprehensive on

Mobile Home ..... \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos. (Describe) \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos.

 Fire and

Theft ..... \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos. CHARGE ..... \$ 2,279.00

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Contract at the cost(s) shown below. Single Credit Life and Single Credit Accident &amp; Health Insurance are available to any one Buyer signing for insurance below. Joint Credit Life Insurance is available to both Buyers signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs:

S n/a

By signing, you want Single Credit Accident &amp; Health Insurance, which costs:

S n/a

By signing, you both want Joint Credit Life Insurance, which costs:

S n/a

What are your ages?

1. \_\_\_\_\_ Years

Signature of Buyer to be Insured for Single Credit Life Insurance

What is your age? \_\_\_\_\_ Years

Signature of Buyer to be Insured for Single Credit Accident &amp; Health Insurance

What is your age? \_\_\_\_\_ Years

Signature of both Buyers to be Insured for Joint Credit Life Insurance

What is your age? \_\_\_\_\_ Years

## Insurer:

 Other

PAYMENT SCHEDULE: You agree to pay us the Total Sale Price for the Vehicle by making the Total Downpayment and paying us the Amount Financed plus interest in the number and amount of monthly payments shown in the Payment Schedule. Payments are due on or before the same day of each month as the first payment date. Payments must be made at any office of:

C &amp; G Savings Bank 1201 12th Street, Altoona, Pa. 16601

(the "Assignee").

LATE CHARGES: You agree to pay us a late charge of 2% of any payment for each month, or part of a month greater than 10 days, that it is late.

HOW THE FINANCE CHARGE IS COMPUTED: The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown above has been computed on the assumption that all installments will be received on their scheduled due dates. If any installment is late, you will be obligated to pay more Finance Charge than is shown because of the additional interest which accrues. If you pay early, the Finance Charge will be less. The amount of the increase or decrease will be due with the last payment, which will be modified accordingly. You may prepay all or any part of the balance due at any time, without penalty or premium.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under the Contract, you grant us a security interest in the Vehicle in all appliances, furniture and equipment sold with the Vehicle and in all property (called "accessories") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. If another security agreement or mortgage covering property you own other than the

By signing below we agree to sell the Vehicle to you under the terms of this Contract. We also assign this Contract to the "Assignee" named above in accordance with the Assignment on the reverse side.  WITHOUT RECOURE;  WITH FULL RECOURE;  WITH REPURCHASE.SELLER Family Mobile Homes, Inc. (SEAL)BY: David C. Gel As (SEAL)BUYER Paul J. Bihun (SEAL)BUYER Cynthia N. Bihun (SEAL)

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

NOTICE: PER PENNSYLVANIA LAW, THIS CONTRACT CONTAINS UNLAWFUL INFORMATION

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VOL 1468 PAGE 326

## " Exhibit A "

ALL that certain piece, lot or parcel of ground located and situated in Irvona Borough, Clearfield County, Pennsylvania, more fully described as follows:

BEGINNING at a point on the Northern right of way of Berwind Street; said point being 200 feet Southwest from the intersection of Railroad Street and Berwind Street; thence North 57 degrees 30 minutes West along lands now or formerly of Harrison 150 feet to an iron pin on an alley; thence South 32 degrees 57 minutes West along the right of way of said alley 30 feet to an iron pin on the right of way of said alley; thence South 57 degrees 30 minutes East along lands now or formerly of the Pennsylvania Railroad Company 150 feet to an iron pin on the aforesaid Northern right of way of Berwind Street; thence North 32 degrees 57 minutes East along the right of way of Berwind Street 30 feet to a point and the place of beginning.

BEING the same premises which Clarence Snyder, a widower, et al., granted and conveyed to Phyllis Heverly, grantor herein, under a deed dated March 23, 1978 which was recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania on April 3, 1978 in Deed Book Volume 757, Page 198.

EXCEPTING AND RESERVING all of the exceptions and reservations as may appear in the chain of title.

The aforesaid premises is also known as part of Lot No. 446 as marked and numbered on the General Plan of the Village of Irvona, now the Borough of Irvona.

The aforesaid premises is more fully described on a certain survey map dated December 19, 1977 prepared by George A. Cree, Registered Surveyor, said survey map having been attached hereto and made a part hereof as Exhibit A hereto.

The execution and delivery of this deed evidences a conveyance of real estate from mother to daughter and son-in-law. Therefore, the recording of this deed is exempt from realty transfer taxes otherwise payable to the Commonwealth of Pennsylvania and/or the applicable local governmental authorities.

#### **ADDITIONAL PROVISIONS**

1. Your legal rights include: the right to pay all or part of the amounts due on this Contract in advance of their due dates without penalty; and to repossess the Contract and obtain a return of the Vehicle if we take possession of it because of your default.

2. You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle.

3. You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will lessen its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire. You will not move the Vehicle from your address shown on the front or to a new address without notifying us in advance.

4. You will keep the Vehicle insured against fire, theft and collision until all sums due are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently kept. The insurance policy must provide us with at least 10 days' prior notice of any cancellation or reduction in coverage. You appoint us as your Attorney-In-Fact, to endorse any check or draft drawn to your order by the insurance company. You assign to us any return or unearned insurance premium. The proceeds of insurance or return insurance premiums may be applied by us to repair or replace the Vehicle or to reduce the unpaid balance due us, as we choose.

5. If you fail to pay by failing to maintain insurance in effect, or by not paying filing fees, taxes, or the costs necessary to keep the Vehicle in good condition and repair, we may, if we always choose, obtain replacement insurance or the sums necessary to cure your default. Any additional amounts we advance on your behalf must be repaid to us immediately on demand.

6. This paragraph applies only if we have contracted to purchase fire, theft or collision insurance on your expense and the premium has been included in the Amount Financed. It does not apply to Credit Insurance. If you pay the sums due on this Contract, unless you specifically request cancellation, any fire, theft or collision insurance will remain in effect to its scheduled expiration, etc. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurance company on your behalf, if we are able to do so. We will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

7. The following are "Events of Default" of this Contract:

- You fail to make any payment promptly or before the day it is due;
- You fail to perform any other of your promises in this Contract;
- You provide us with false information or signatures at any time;
- Any of you dies, becomes incompetent, or is convicted of a crime involving fraud or dishonesty;
- The Vehicle is sold, leased upon or threatened with or subject to condemnation or forfeiture proceedings;

8. Upon or after the occurrence of any Event of Default, if required by law, we will send you a timely notice of your default and of your right to cure the default and how you may do this, and of our intention to take action if you do not cure. If you do not cure in the time period provided in this notice, we will have the following rights:

- The right to declare all sums due on this Contract to be immediately due and payable;
- The right to obtain possession of the Vehicle, with or without process of law, if you do not deliver it to us. You authorize us to peaceably enter upon any premises where the Vehicle may be kept in order to take possession of the Vehicle and anything found in the Vehicle. You must give us prompt notice that you claim any article in the Vehicle not covered by our security interest. Notice must be given by registered mail, sent within 24 hours of your learning of our obtaining possession of the Vehicle. If you do not give us prompt notice, we will not be responsible if any or all of the articles are lost or cannot be accounted for. You authorize us to use your license plates for the Vehicle in moving the Vehicle to the place of storage;
- If you were in default more than 15 days before we took possession of the Vehicle, you must pay our actual, necessary and reasonable costs of re-taking, storing and repairing the Vehicle. Our costs must be supported by receipts or other satisfactory proofs of payment;
- We may, in accordance with law, (a) sell the Vehicle at public or private sale, or (b) proceed to keep the Vehicle in full satisfaction of your obligations under this Contract. In the event of sale, we will give you 15 days' written notice of the time and place of sale. We will apply the proceeds of sale first to our expenses in selling the Vehicle, then to our costs of re-taking, repairing and storing the Vehicle, then to our reasonable and actual collection costs, including court costs and if we commence a legal action against you, our reasonable attorney's fee (but not more than \$500) and if the notice period has expired and you cure before such legal action is started, then to late charges and then the balance to the balance still due. If there is a surplus, we will pay it to you. If there is still a balance due us, you must pay it to us.

9. You may redeem the Vehicle at any time up to the time we sell or transfer the title to Vehicle. The redemption price will be all sums due us on this Contract, our late charges and, if default was longer than 15 days when we took possession of the Vehicle, our costs of re-taking, repairing and storing the Vehicle and our collection costs.

10. **TIME IS OF THE ESSENCE.** If we waive any right or Event of Default, that waiver is not binding on us if a later Event of Default occurs or if we later choose to exercise that right. Our exercise of one or more rights shall not cause us to lose our other rights. If any part of this Contract is held to be illegal, void or unenforceable, that part shall not be a part of this Contract, which shall be read as if it were not in this Contract. The laws of Pennsylvania shall apply to this Contract, unless Federal law applies. This Contract shall benefit us and our successors and assigns, and shall bind you, your heirs and your personal representatives. Any person to whom we assign this Contract shall have all of our rights and remedies and be subject to our obligations.

11. **WARRANTIES AND REPRESENTATIONS.** You warrant and represent that the (Collateral) funds are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and you will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

You agree to promptly inform us of any proposed proceedings or actual proceeding which would subject the (Collateral) to us or to a third party.

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

**NOTICE OF PROPOSED CREDIT INSURANCE**

The Signatory(ies) of this Contract hereby takes[es] notice that group credit/life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on the front of this Contract and each such type of coverage will be written by the insurance company named. This Insurance, subject to acceptance by the Insurer, will commence the date(s) the person(s) signing the request for such insurance. The amount of coverage indicated for each type of credit insurance to be purchased. The term of the insurance will commence the 20% of the date(s) the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made where due.

## ASSIGNMENT

To induce you, the Assignee, named on the front of this Contract, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable Federal, state and local laws and regulations, including, but not limited, to Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. § 5-2101 et seq.); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth herein; the Contract is genuine, free from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle, its appliances, furniture and equipment is complete and correct; the cash, compensation and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer; all warranties and statements thereon are true; there is owing thereon the Total of Payments set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the Federal Truth-in-Lending Act; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee, Pennsylvania Motor Vehicle Safety Responsibility Act; the Buyer(s) in the within Contract are personally known to the Seller to be the same identical person(s) whose signature(s) are affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase from Assignee, said Contract, upon demand, and will pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by Assignee in respect thereof, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the occasion, either at or earlier, that the Vehicle is defective, may be repossessed by him by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that upon being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for such immediate damage in accordance with the purchase price set forth above and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of amounts made by Buyer to Assignee. -

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken herefor for this assignment. Seller by executing any of the aforesaid endorsements "WITHOUT RECOURE," "WITH FULL RECOURE," "WITH REPURCHASE," adopts the provisions of and agrees with Assignee as set forth in such endorsement and the provisions of the paragraph entitled "Assignment".

**WITHOUT RECOURE**—Seller's assignment shall, except for the provisions of the paragraph above entitled "Assignment," be without recourse.

**WITH FULL RECOURE**—Seller agrees that, in addition to the paragraph above entitled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, upon demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract including accrued finance charge as of the date of such repurchase.

**WITH REPURCHASE**—Seller agrees that, in addition to the provisions of the paragraph above entitled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract including accrued finance charge as of the date of such repurchase.

## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Homeowner's Mortgage Assistance Program (HEMAP) may be able to help to save your home.  
This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S):	Paul J. Bihun and Cynthia N. Bihun
PROPERTY ADDRESS:	RD 1, Box 91, Coalport, PA 16627
LOAN ACCT. NO.:	24-2230
ORIGINAL LENDER:	C & G SAVINGS BANK
CURRENT LENDER/SERVICER:	Same

#### 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:  
 RD 1, Box 91, Coalport, PA 16627

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:  
 \$70.71 October, 1999; \$513.57 November, 1999; \$513.57 December, 1999; and \$513.57 January, 2000

Other charges (explain/itemize): Late charges due of \$65.84

TOTAL AMOUNT PAST DUE \$1,877.06

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

(over)

**EXHIBIT B**

**HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,677.06, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

C & G SAVINGS BANK  
1201 12th STREET  
ALTOONA PA 16601

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

**IF YOU DO NOT CURE THE DEFAULT**-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you will 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 reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges that 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 ~~two~~ months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C & G SAVINGS BANK  
Address: 1201 12th STREET  
ALTOONA PA 16601  
Phone Number: 800-533-9052  
Fax Number: 814-949-6168  
Contact Person: MOBILE CONSULTANTS, INC

**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**

1984 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) 465-2857  
FAX (724) 465-5118

**CCCS of Western Pennsylvania, Inc.**

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

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

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

       CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

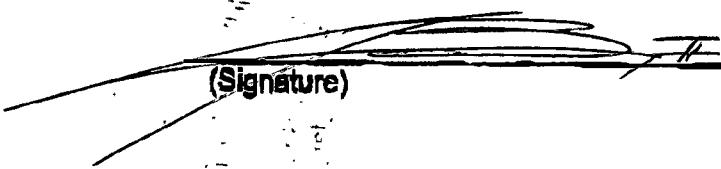
The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904  
relating to unsworn falsifications to authorities, that he/she is John R. Beyer, II,

Vice President, of C & G Savings Bank, plaintiff herein,  
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the  
foregoing Complaint are true and correct to the best of his/her knowledge, information and  
belief.

  
(Signature)

01922626

**FILED**

Rec'd  
JUN 14 2000  
Atty McKechnie  
Rm 11321  
William A. Shaw  
Prothonotary  
Pd \$80.00

2cc Sherry J. Service

JON A. MCKECHNIE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

C&G SAVINGS BANK, ASSIGNEE OF  
VS  
BIHUN, PAUL J.

00-707-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JUNE 30, 2000 AT 12:10 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA N. BIHUN,  
DEFENDANT AT RESIDENCE BOX 91, RD#1, CORNER OF BERWIND &  
SHAW STS., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO CYNTHIA N. BIHUN A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO  
HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW JUNE 30, 2000 AT 12:10 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL J. BIHUN,  
DEFENDANT AT RESIDENCE BOX 91, RD#1, CORNER OF BERWIND &  
SHAW STS., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO CYNTHIA BIHUN, WIFE A TRUE AND ATTESTED COPY OF  
THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

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

SWORN TO BEFORE ME THIS

11th DAY OF July, 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 Hamps*  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUL 11 2000  
01343 P.M.  
William A. Shaw  
Prothonotary  
EKB



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA



COPY

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

**FILED**

NOV 10 2005



William A. Shaw  
Prothonotary/Clerk of Courts

RE: 00-707-CD

C & G Savings Bank, assignee of Family Mobile Home, Inc.

Vs.

Paul J. Bihun and Cynthia N. Bihun

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,  
The signature of David S. Meholick, written in cursive ink.

David S. Meholick  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-707-CD  
C & G Savings Bank, assignee of Family Mobile Home, Inc.  
Vs.  
Paul J. Bihun and Cynthia N. Bihun

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,  
A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick  
Court Administrator

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

MOBILE CONSULTANTS, INC.,

Plaintiff,

NO: 00-707-CD

vs.

PAUL J. BIHUN and  
CYNTHIA BIHUN,

Defendants.

**TYPE OF PLEADING:**

**PRAECIPE TO SETTLE AND  
DISCONTINUE WITHOUT PREJUDICE**

**FILED ON BEHALF OF:**  
Plaintiff

**COUNSEL OF RECORD OF  
THIS PARTY:**

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR# 01922626

**FILED** No CC

11/4/00 6:11 Cert. of Disc.  
DEC 02 2005 to Atty

William A. Shaw  
Prothonotary/Clerk of Courts  
Copy to CLA

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

MOBILE CONSULTANTS, INC.,

Plaintiff,

NO: 00-707-CD

vs.

PAUL J. BIHUN and  
CYNTHIA BIHUN,

Defendants.

PRAECIPE TO SETTLE AND DISCONTINUE

PROTHONOTARY:

Kindly settle and discontinue the above-captioned matter and mark the docket accordingly.

Respectfully submitted:

Weltman, Weinberg & Reis Co., L.P.A.

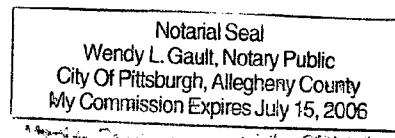
By:

Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

Sworn and subscribed before

This 1 day of December, 2005

Notary Public



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

**C& G Savings Bank**

vs.

**No. 2000-00707-CD**

**Paul J. Bihun**

**Cynthia N. Bihun**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 2, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Jon A. McKechnie.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of December A.D. 2005.

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William A. Shaw, Prothonotary