

00-151-CD
CLEARFIELD BANK & TRUST COMPANY -vs- ABUNDANT LIFE MINISTRIES
TRUST et al

ALAN F. KIRK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST

00-751-CD

VS

ABUNDANT LIFE MINISTRIES TRUST

COMPLAINT

SHERIFF RETURNS

NOW JULY 5, 2000 AT 9:47 AM DST SERVED THE WITHIN COMPLAINT ON ABUNDANT LIFE MINISTRIES TRUST, DEFENDANT AT EMPLOYMENT C/O BREAKTHRU MINISTRIES, 210 DUBOIS ST., MAIN ST. MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIMOTHY REED, CEO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW JULY 5, 2000 AT 9:47 AM DST SERVED THE WITHIN COMPLAINT ON ABUNDANT LIFE MINISTRIES OF PA. INC., DEFENDANT AT EMPLOYMENT C/O BREAKTHRU MINISTRIES, 210 DUBOIS ST., MAIN ST. MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIMOTHY REED, CEO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

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

SWORN TO BEFORE ME THIS

11th DAY OF JULY 2000

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

SO ANSWERS

Chester A. Hawkins
My Marilyn Hamer

CHESTER A. HAWKINS
SHERIFF

FILED

JUL 11 2000

03:43pm

William A. Shaw

Prothonotary

E. H. B.

(3)

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

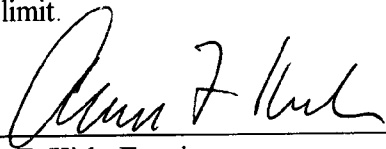
113 ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC.,
Defendants

No. 00-751-CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

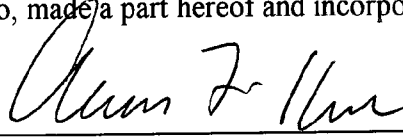
TO PROTHONOTARY:

Please enter Default Judgment in the amount of FIFTEEN THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 13/100 (\$15,568.13) together with interest and costs of this suit on the above captioned Defendant due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to both Defendants on August 1, 2000, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

AUG 16 2000

William A. Shaw
Prothonotary

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC.,
Defendants

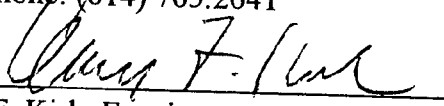
No. 00-751-CD

IMPORTANT NOTICE

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

8/01/00

PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830
Telephone: (814) 765.2641


Alan F. Kirk, Esquire
Attorney for the Plaintiff
1375 Martin Street, Suite 204
State College, PA 16803

Abundant Life Ministries Trust c/o Timothy Reed-Certified Mail
#7099 3400 0007 9766 6359, Return Receipt
Abundant Life Ministries of PA, Inc.-Certified Mail
#7099 3400 0007 9766 6342, Return Receipt

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC.,
Defendants

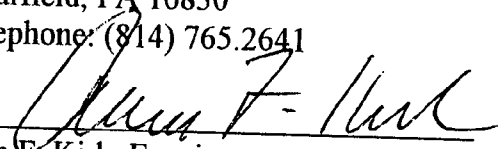
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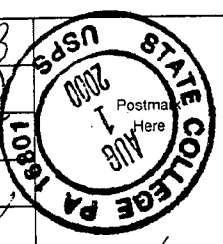
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7099 3400 0007 9766 6359

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

Article Sent To:

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



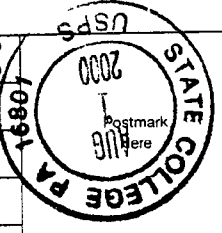
Name (Please Print Clearly) (to be completed by mailer)
Abundant Life Ministries Trust c/o Timothy Reed
Street, Apt. No., or PO Box No.
210 DuBois Street, Main Street Mail
City, State, ZIP+4
DuBois, PA 15801

7099 3400 0007 9766 6342

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

Article Sent To:

Postage	\$.33
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Name (Please Print Clearly) (to be completed by mailer)
Abundant Life Ministries of Pa, Inc.
Street, Apt. No., or PO Box No.
210 DuBois Street, Main Street Mail
City, State, ZIP+4
DuBois, PA 15801

FILED

0/3:10 pm
AUG 16 2000

pd 20¹⁰
alan Kirk

EPA

William A. Shaw
Prothonotary

2 Nat res to abundant

Life
1 Time Stamp to att

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

⑪ CLEARFIELD BANK & TRUST
COMPANY,
Plaintiff

vs.

⑫ ABUNDANT LIFE MINISTRIES TRUST & ⑬
⑬ ABUNDANT LIFE MINISTRIES OF PA, INC.,
Defendants

No. 00-751-00

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
Clearfield, PA 16830
(814) 765.9641

FILED

JUN 23 2000

William A. Shaw
Prothonotary

marked as Exhibit "A" and is recorded at Clearfield County Instrument No. 1999 09247.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "A".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$14,000.00 as set forth in Promissory Note dated May 28, 1999. A true and correct copy of the said Note is attached hereto marked Exhibit "B".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due November 28, 1999, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated May 18, 1997, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "C".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

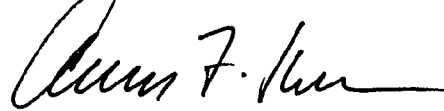
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 13,429.27
(b)	Interest per diem of \$2.9434 from 10/24/99 until 6/24/00	\$ 594.26
(c)	Late Charges	\$ 113.52
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 1,415.28</u>

FINAL TOTAL **\$ 15,568.13**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$15,568.13 plus interest at 11%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Dated:

Alan F. Kirk
Attorney for Plaintiff

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of
CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the
foregoing Complaint are true and correct to the best of my knowledge, information and
belief. I understand that false statements herein are made subject to the penalties of 18
PA. C.S.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

DATE:

6/16/00

EXHIBIT "A"

All that certain ground situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at East side of Market Street; thence by said Street North 47° 40 feet West 33 feet to Curwensville road; thence by said Road North 4° East 157 feet, more or less, to right of way line of Pittsburgh and Eastern Railroad; thence by said right of way line in an easterly direction 28 feet, more or less to an alley; thence by said alley South 47° 47 feet East 120 feet, more or less, to Panther Alley, thence by Panther Alley South 42° 20 feet West 150 feet to place of beginning. Being lots 52 and 53 on the general plan of said Borough, part of original lots, however, having been used for right of way of said Pittsburgh and Eastern Railroad, being purpart number 42 of the Robert Mahaffey Estate as subdivided by the heirs, together with remainders of all structures thereon outside said Highway Right of Way limit.

SUBJECT, NEVERTHELESS, to all exceptions and reservations as appear in the Deeds in the chain of title hereto.

*Certified to be a true + correct
copy of the original.*

[Signature]

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199909247
RECORDED ON
Jun 04, 1999
2:43:42 PM
RECORDING FEES - \$21.00
RECORDER
JUN IMPROVEMENT \$1.00
RECORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$23.50
E.B.T.O.

EXHIBIT "B"

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is May 28, 1999..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: ABUNDANT LIFE MINISTRIES TRUST
ABUNDANT LIFE MINISTRIES OF PA Inc

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY
N. 2ND & BRIDGE STREETS
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The property is located in CLEARFIELD/MAHAFFEY at
(County)
RR 1 BOX 449 MAHAFFEY PA Pennsylvania 15757
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

PENNSYLVANIA - AGRICULTURAL/COMMERCIAL MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: ABUNDANT LIFE MINISTRIES TRUST

(Signature) ABUNDANT LIFE MINISTRIES TRUST (Date)

Andrew D. Brown, Chairman/Treasurer

(Witness) [Signature] (Date)

(Signature) [Signature] (Date)

(Witness) [Signature]

Entity Name: ABUNDANT LIFE MINISTRIES OF PA, INC.

(Signature) ABUNDANT LIFE MINISTRIES OF PA, INC. (Date)

Andrew D. Brown, President

(Witness) [Signature] (Date)

(Signature) Nancy J. Brown, Secretary (Date)

(Witness) [Signature]

ACKNOWLEDGMENT:

(Individual) COMMONWEALTH OF _____, COUNTY OF _____ } ss.
On this, the _____ day of _____, before me _____,
the undersigned officer, personally appeared _____,
known to me (or satisfactorily proven) to be the person(s)
whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the
purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.
My commission expires: _____

(Seal)

Title of Officer

(Business or Entity Acknowledgment) COMMONWEALTH OF Pennsylvania, COUNTY OF Clearfield } ss.
On this, the 28th day of May, 1999, before me Tia N. Lansberry,
the undersigned officer, personally appeared Andrew D. Brown & Nancy J. Brown,
who acknowledged himself/herself to be the
officers of Abundant Life Ministries Trust & Abundant Life Ministries of PA, Inc.,
and that he/she as such Chairman/Treasurer & President & Secretary,
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the _____ by _____ as _____
In witness whereof, I hereunto set my hand and official seal.
My commission expires: _____

(Seal)

NOTARIAL SEAL
TIA N. LANSBERRY, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD COUNTY
MY COMMISSION EXPIRES JUNE 4, 2001

Title of Officer

It is hereby certified that the address of the Lender within named is:
CLEARFIELD BANK AND TRUST COMPANY, 11N SECOND, CLEARFIELD, PA 16830

[Signature]
KRISTI J. JOHNSON
ASSISTANT TREASURER

Certified to be a true & correct copy of the original
James F. Hunt

EXHIBIT "C"

HOMEOWNER'S NAME(S):

Abundant Life Ministries Trust
Abundant Life Ministries of PA Inc.
% Breakthru Ministries

MAILING ADDRESS:

R.R. 2, Box 310
Brockway, PA 15824-9369

LOAN ACCT. NO.:

621587

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

January 25, 2000

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 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 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: Rental - RR 1, Box 449, Mahaffey, PA 15757

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:

November, December and January @ \$283.98 = \$851.94

Other charges (explain/itemize): Late Charges of \$56.76

TOTAL AMOUNT PAST DUE: \$908.70

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 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:

<u>Name of Lender:</u>	CLEARFIELD BANK AND TRUST COMPANY
<u>Address:</u>	11 N. 2ND STREET, P.O. BOX 171
	CLEARFIELD, PA 16830
<u>Phone Number:</u>	(814) 765-7551 OR 1-888-765-7551
<u>Fax Number:</u>	(814) 765-2943
<u>Contact Person:</u>	LORI A. KURTZ

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

YOU MAY ALSO HAVE THE RIGHT:

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

FILED

JUN 23 2000
2:16 PM
William A. Shaw
Prothonotary

Kirk

pd \$80.00

2cc Shingb

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

CLEARFIELD BANK & TRUST CO.

Plaintiff(s)

No. 00-751-CD

Real Debt \$15,568.13

vs.

Atty's Comm _____

ABUNDANT LIFE MINISTRIES TRUST

& ABUNDANT LIFE MINISTRIES OF
PA, INC.

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument Default Judgment

Date of Entry August 16, 2000

Expires August 16, 2005

Certified from the record this 16th day of August, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CLEARFIELD BANK & TRUST
COMPANY,
Plaintiff

No. 00-751-CD

vs.

ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC.,
Defendants

FILED

AUG 23 2000

William A. Shaw
Prothonotary

WRIT OF EXECUTION
NOTICE

**TO: ABUNDANT LIFE MINISTRIES TRUST & ABUNDANT LIFE MINISTRIES
OF PA, INC.**

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

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

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

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

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

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK & TRUST
COMPANY,
Plaintiff

vs.

ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC.,
Defendants

No. 00-751-CD

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above named defendants, ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC. claim exemption of property from levy
or attachment:

- (1) From my personal property in my possession which has been levied upon,
 - (a) I desire that my \$300 statutory exemption be
 - (i) Set aside in kind (specify property to be set aside in kind):
_____;
 - (ii) Paid in cash following the sale of the property levied upon; or
 - (b) I claim the following exemption (specify property and basis of exemption): _____
_____;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
 - (a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property): _____

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

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

I request a prompt court hearing to determine the exemption. Notice of the hearing
should be given to me at _____
(address)

(telephone number)

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

Date:

Abundant Life Ministries Trust

Date:

Abundant Life Ministries of PA,
Inc.

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

ABUNDANT LIFE MINISTRIES TRUST &
ABUNDANT LIFE MINISTRIES OF PA, INC.,

Defendants

No. 00-751-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Issue writ of execution in the above matter,

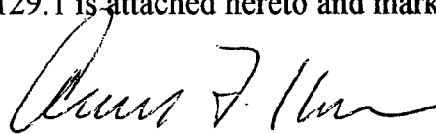
Amount due: 15,568.13

Plus continuing interest on the principal balance from June 24, 2000, plus costs.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

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



Alan F. Kirk, Esquire
Attorney for Plaintiff

EXHIBIT "A"

All that certain ground situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at East side of Market Street; thence by said Street North 47° 40 feet West 33 feet to Curwensville road; thence by said Road North 4° East 157 feet, more or less, to right of way line of Pittsburgh and Eastern Railroad; thence by said right of way line in an easterly direction 28 feet, more or less to an alley; thence by said alley South 47° 47 feet East 120 feet, more or less, to Panther Alley, thence by Panther Alley South 42° 20 feet West 150 feet to place of beginning. Being lots 52 and 53 on the general plan of said Borough, part of original lots, however, having been used for right of way of said Pittsburgh and Eastern Railroad, being purpart number 42 of the Robert Mahaffey Estate as subdivided by the heirs, together with remainders of all structures thereon outside said Highway Right of Way limit.

SUBJECT, NEVERTHELESS, to all exceptions and reservations as appear in the Deeds in the chain of title hereto.

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in Mahaffey, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

Abundant Life Ministries Trust & Abundant Life Ministries of PA, Inc.
c/o Timothy Reed
210 DuBois Street, Main Street Mall
DuBois, PA 15801

2. The name and address of the Defendants in judgment is as follows:

Abundant Life Ministries Trust & Abundant Life Ministries of PA, Inc.
c/o Timothy Reed
210 DuBois Street, Main Street Mall
DuBois, PA 15801

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

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

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

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

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:

Clearfield County Tax Claim Bureau
Clearfield, PA 16830

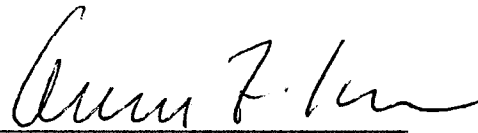
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

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

Date:

8/18/00



Alan F. Kirk, Esq.
Attorney for Plaintiff

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

RONALD E. READ and JANET L. READ,
husband and wife,

Defendants

No. 00-1199

Type of Case: Civil

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA on _____, 2000 at _____ a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

10

FILED #20
01/21/35 m
AUG 23 2000 pd by Alan
William A. Shaw
Prothonotary
1 Time Stamp to att.
2 cert. C. to Shoff. ~~Est~~

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

CLEARFIELD BANK & TRUST COMPANY

Plaintiff(s)

vs.

NO: 00-751-CD

ABUNDANT LIFE MINISTRIES TRUST and
ABUNDANT LIFE MINISTRIES OF PA, INC.
Defendant(s)

vs.

Garnishee(s)

TO THE SHERIFF OF CLEARFIELD COUNTY :

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY (PLAINTIFF)S ABUNDANT LIFE MINISTRIES TRUST & ABUNDANT LIFE MINISTRIES OF PA, INC., (DEFENDANT)S

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: "see Exhibit "A"

(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 \$15,568.13 plus
Plus continuing interest on the
principal balance from June 24,
2000.

PAID \$187.08

ATTY'S COMM \$ _____
DATE: August 23, 2000

SHERIFF _____
PROTH. COSTS \$ _____
OTHER COSTS \$ _____

William A. Shaw
PROTHONOTARY/CLERK CIVIL DIVISION

RECEIVED THIS WRIT THIS _____ DAY
OF _____ A.D. 2000
AT _____ A.M./P.M.

REQUESTING PARTY NAME:
Alan F. Kirk, Esquire

SHERIFF

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

CLEARFIELD BANK & TRUST COMPANY

Plaintiff(s)

vs.

NO: 00-751-CD

ABUNDANT LIFE MINISTRIES TRUST and
ABUNDANT LIFE MINISTRIES OF PA, INC.

Defendant(s)

vs.

Garnishee(s)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY (PLAINTIFF)S ABUNDANT LIFE MINISTRIES TRUST & ABUNDANT LIFE MINISTRIES OF PA, INC., (DEFENDANT)S

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: "see Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of _____

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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 \$15,568.13 plus
Plus continuing interest on the
principal balance from June 24,
2000.

PAID \$187.08

ATTY'S COMM \$ _____

DATE: August 23, 2000

SHERIFF _____

PROTH. COSTS \$ _____

OTHER COSTS \$ _____

William L. Shuman
PROTHONOTARY/CLERK CIVIL DIVISION

RECEIVED THIS WRIT THIS 23rd DAY
OF August A.D. 2000
AT 2:35 A.M./P.M.

REQUESTING PARTY NAME:
Alan F. Kirk, Esquire

Chester A. Hawkins
SHERIFF by Maryann H. Putt

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10112

CLEARFIELD BANK & TRUST CO

00-751-CD

VS.

ABUNDANT LIFE MINISTRIES EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 6, 2000, AT 10:31 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

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

NOW, SEPTEMBER 8, 2000, AT 11:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON TIMOTHY REED FOR ABUNDANT LIFE MINISTRIES TRUST, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 210 DUBOIS STREET, MAIN STREET MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO TIMOTHY REED FOR ABUNDANT LIFE MINISTRIES TRUST, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTEMBER 8, 2000, AT 11:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON TIMOTHY REED FOR ABUNDANT LIFE MINISTRIES OF PA, INC, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 210 DUBOIS STREET, MAIN STREET MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO TIMOTHY REED FOR ABUNDANT LIVE MINISTRIES OF PA, INC, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTMEBER 12, 2000, LEARNED THAT THE NOTICE OF SALE HAD THE WRONG NUMBER AND NAME, ALSO WERE GIVEN THE WRONG ADDRESS AND A NEW LEVY NEEDS TO BE DONE.

NOW, SEPTEMBER 15, 2000, RECEIVED NEW NOTICE OF SALE WITH THE CORRECT NAME AND NUMBER AND THE CORRECT PROPERTY DESCRIPTION.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10112

CLEARFIELD BANK & TRUST CO

00-751-CD

VS.

ABUNDANT LIFE MINISTRIES EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 18, 2000, MAILED CORRECTED NOTICE OF SALE TO DEFENDANTS AND TO LEGAL JOURNAL AND PROGRESS.

NOW, SEPTEMBER 19, 2000, A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

NOW, SEPTEMBER 20, 2000, AT 9:14 AM O'CLOCK SERVED CORRECTED NOTICE OF SALE AND CORRECT LEVY ON TIM REED FOR ABUNDANT LIFE MINISTRIES TRUST, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 210 DUBOIS STREET, MAIN STREET MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO TIM REED FOR ABUNDANT LIFE MINISTRIES TRUST, DEFENDANT, A TRUE AND ATTESTED COPY OF THE CORRECTED NOTICE OF SALE AND CORRECT LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTMEBER 20, 2000, AT 9:14 AM O'CLOCK SERVED CORRECTED NOTICE OF SALE AND CORRECT LEVY ON TIM REED FOR ABUNDANT LIFE MINISTRIES OF PA, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 210 DUBOIS STREET, MAIN STREET MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO TIM REED FOR ABUNDANT LIVE MINISTRIES OF PA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE CORRECTED NOTICE OF SALE AND CORRECT LEVY AND MADE KNOKWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 3, 2000, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, NOVEMBER 21, 2000, RECEIVED PLAINTIFF CHECK #125643 IN THE AMOUNT FO FIVE HUNDRED SEVENTY-FIVE DOLLARS AND SEVENTY-SEVEN CENTS (\$575.77) FOR REMAINING COSTS DUE ON SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10112

CLEARFIELD BANK & TRUST CO

00-751-CD

VS.

ABUNDANT LIFE MINISTERIES EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 22, 2000, RETURN WRIT AS A SALE BEING HELD, WITH THE PLAINTIFF PURCHASING THE PROERTY FOR ONE DOLLAS PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$381.52

SURCHARGE \$ 40.00

Sworn to Before Me This

22 Day Of Nov 2000

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

So Answers,

Chester A. Hawkins
by Margaret H. Putt
Chester A. Hawkins
Sheriff

FILED

NOV 22 2000
6/1155(w)
William A. Shaw
Prothonotary
NO C/C 9/2

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, NOVEMBER 6, 2000, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 3rd day of NOVEMBER 2000, I ex-posed the within described real estate of ABUNDANT LIFE MINISTRIES TRUST and ABUNDANT LIFE MINISTRIES OF PA, INC.

to public vendue or outcry at which time and place I sold the same to CLEARFIELD BANK & TRUST COMPANY

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

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	22.88
LEVY	15.00
MILEAGE	22.88
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	3.96 + 3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	39.52
BID	1.00
RETURNS/DEPUTIZE	16.00
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 321.52
DEED COSTS:	

REG & REC \$ 15.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% —

TOTAL DEED COSTS 20.50

DEBT & INTEREST:

AMOUNT DUE \$ 15,568.13
Plus continuing interest on the principal balance from June 24, 2000 TO BE ADDED

TOTAL \$ 15,568.13

COSTS:

ATTORNEY FEES \$ —

PRO. SATISFACTION —

ADVERTISING 247.86

LATE CHARGE & FEES \$ —

TAXES-Collector 285.01

TAXES-Tax Claim 237.30

COSTS OF SUIT - TO BE ADDED

LIST OF LIENS 100.00

MORTGAGE SEARCH 75.00

COSTS \$ 187.08

DEED COSTS 20.50

ATTORNEY COMMISSION —

SHERIFF COST 321.52

LATE FEES —

LEGAL JOURNAL 76.50

REFUND OF ADVANCE —

REFUND OF SURCHARGE —

TOTAL \$ 1,610.77

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

CHESTER A. HAWKINS SHERIFF

FILED

Entered
in Comp.
18907

NOV 22 2000
01:11:55 (m)
William A. Shaw
Filing Clerk
\$ 5.00