

00-846-CD
KEYSTONE FINANCIAL BANK, N.A. s/i/i/t -vs- JOHN S. MAINES d/b/a
CLEARFIELD LANDSCAPING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)
Successor in Interest to) No. 00-846-CD
MID-STATE BANK AND TRUST)
COMPANY,)
Plaintiff)
vs.)
JOHN E. MAINES, d/b/a)
CLEARFIELD LANDSCAPING,)
Defendant)
Type of Case:
Civil
Type of Pleading:
Complaint in Mortgage
Foreclosure
Counsel of Record for this
Party:
Alfred Jones, Jr., Esq.
Supreme Court No. 10442
DELAFIELD, McGEE, JONES &
KAUFFMAN, L.L.P.
300 S. Allen St., Suite 300
State College, PA 16801-4841
(814) 237-6278

FILED

JUL 21 2000

William A. Shaw
Prothonotary

ATty Jones
Pd \$80.00
1cc @ Shryb
1cc ATty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No.
MID-STATE BANK AND TRUST)	
COMPANY,)	
)	
Plaintiff)	
)	
vs.)	
)	
JOHN E. MAINES, d/b/a)	
CLEARFIELD LANDSCAPING,	)	IN MORTGAGE FORECLOSURE
Defendant)	

NOTICE TO DEFEND

TO THE ABOVE-NAMED DEFENDANT:

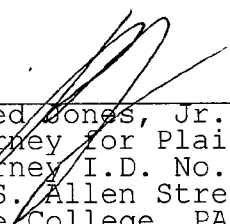
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this pleading and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections 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 pleading or for any other claim or relief requested by our client. 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone: (814) 765-2641 Ext. 32

DELAFIELD, McGEE, JONES &
KAUFFMAN, L.L.P.

Date: 7-26-00

By 
Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No.
MID-STATE BANK AND TRUST)	
COMPANY,)	
)	
Plaintiff)	
)	
vs.)	
)	
JOHN E. MAINES, d/b/a)	
CLEARFIELD LANDSCAPING,	)	IN MORTGAGE FORECLOSURE
Defendant)	

COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff-Mortgagee, Keystone Financial Bank, N.A., Successor in Interest to Mid-State Bank and Trust Company, is a corporation organized under the laws of the United States of America, having an office and place of business at 1330 South Atherton Street, State College, Centre County, Pennsylvania.

2. The Defendant-Mortgagor is John E. Maines, d/b/a Clearfield Landscaping, whose last known address was 116 Cemetery Road, P.O. Box 786, Clearfield, Pennsylvania (16830).

3. At all times material to the Plaintiff's cause of action, the Defendant has been the owner of a tract of land and the building thereon erected, herein called "land", located in the Borough of Clearfield, County of Clearfield and State of Pennsylvania.

4. The land which is the subject of this action is described as follows:

ALL that certain lot or parcel of land situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery road, being the northeast corner of land now or formerly of O.A. and Tillie White; thence North 4° 17' East 42.7 feet to a point; thence South 89° 55' West 51.1 feet to a point; thence South 9° 55' West 34.5 feet to a point; thence South 89° 55' West 25 feet to a point; thence South 1° 34' East 8.6 feet to a point; thence North 89° 55' East 78 feet to a point and place of beginning. Being known as 116 Cemetery Road and having erected thereon a two-story brick dwelling house.

BEING the same premises which Marie Maines by her deed dated January 10, 1992, and recorded in Clearfield County Deeds and Record Book 1437, Page 472.

5. On or about February 25, 1994, in consideration of the loan of \$24,700.00, made by Plaintiff to the Defendant, the Defendant executed and delivered to Plaintiff a Note secured by a Mortgage on the land obligating Defendant to pay Plaintiff \$24,700.00 with payment of \$323.17 to be made monthly until this loan, additional advances, interest and other charges covenanted were paid in full, with interest at the initial rate of 9.5% per annum, and then as set forth in the Note. The Mortgage is recorded in Clearfield County Record Book 1593 at Page 30. A copy of this Mortgage is set forth as Exhibit "A".

6. The Defendant is in default with respect to the said Mortgage because of his failure to make the payments due for the months of February, March, April, May and June, 1999.

7. Under the terms of the mortgage Note set forth as Exhibit "B", Defendant is obligated to Plaintiff as follows:

Unpaid Principal Balance	\$19,443.15
Interest through July 6, 2000	2,875.68
Fees and Late Charges	464.18
Attorney's Commission (10%)	<u>2,279.30</u>
Real Debt	\$25,072.31

with costs to be added.

8. The Defendant is the present owners of the land.

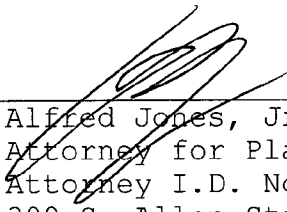
9. Plaintiff has complied with the requirements of Act No. 6 of January 30, 1974, by forwarding a notice of intention to foreclose to Defendant on January 25, 1999, a copy of which is attached hereto as Exhibit "C".

10. Plaintiff has complied with the requirements of Act 91 of 1984 by forwarding the notice attached hereto as Exhibit "D" and has received no response thereto.

WHEREFORE, Plaintiff requests the Court to enter judgment of mortgage foreclosure against the mortgaged property for the amount set forth above, together with interest thereon, all other amounts advanced by Plaintiff and costs of suit.

DELAFIELD, McGEE, JONES &
KAUFFMAN, L.L.P.

Date: 7-20-00

By 
Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

RECORDATION REQUESTED BY:

MID-STATE BANK AND TRUST COMPANY
17 North Front Street
P.O. Box 211
Phillipsburg, PA 16866

WHEN RECORDED MAIL TO:

MID-STATE BANK AND TRUST COMPANY
17 North Front Street
P.O. Box 211
Phillipsburg, PA 16866

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 25, 1994, between John E. Maines, whose address is PO Box 786, Clearfield, PA 16830 (referred to below as "Grantor"); and MID-STATE BANK AND TRUST COMPANY, whose address is 17 North Front Street, P.O. Box 211, Phillipsburg, PA 16866 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Clearfield County, Commonwealth of Pennsylvania (the "Real Property"):

Premises situate in the Borough of Clearfield, County of Clearfield, and Commonwealth of Pennsylvania, more fully described in Clearfield County Deed Book Volume 1437, Page 472.

The Real Property or its address is commonly known as 116 Cemetery Road, Clearfield, PA 16830.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means John E. Maines. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Note. The word "Note" means the promissory note or credit agreement dated February 25, 1994, in the original principal amount of \$24,700.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements and replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of a coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Note, or in any other agreement between Grantor and Lender.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Pennsylvania law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor Lender's attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X John E. Malnes (SEAL)
John E. Malnes

Signed, acknowledged and delivered in the presence of:

X Mary Smeal
Witness

X _____
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, MID-STATE BANK AND TRUST COMPANY, herein is as follows:
17 North Front Street, P.O. Box 211, Phillipsburg, PA 16866

Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
COUNTY OF Clearfield) ss

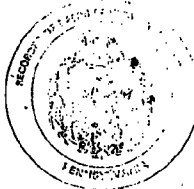
On this day before me, the undersigned Notary Public, personally appeared John E. Maines, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of February, 1994.
By Annette Sue Rumsdine Residing at Annette Sue Rumsdine, Notary Public
Notary Public, in and for the State of Pennsylvania My commission expires June 3, 1996
Member, Pennsylvania Association of Notaries

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17 (c) 1994 CF Pro Services, Inc. All rights reserved. [PA-G03 MAINES LN C28.OVL]

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:00 AM 3-18-94
BY mid-state
FEES 13.50
Karen L. Starck, Recorder

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Entered of Record 3-18 1994, Karen L. Starck, Recorder

PROMISSORY NOTE

4-201-200

Borrower: John E. Maines (SSN: 106-44-7200)
 dba: Clearfield Landscaping (TIN:)
 140 Box 788
 Clearfield, PA 16825

Lender: MID-STATE BANK AND TRUST COMPANY
 Philipsburg
 17 North Front Street
 P.O. Box 211
 Philipsburg, PA 16806

Principal Amount: \$27,700.00

Initial Rate: 9.500%

Date of Note: February 25, 1994

PROMISE TO PAY. John E. Maines ("Borrower") promises to pay to MID-STATE BANK AND TRUST COMPANY ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Seven Thousand Seven Hundred & 00/100 Dollars (\$27,700.00), together with interest on the unpaid principal balance from February 25, 1994, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Beginning April 10, 1994, bill for \$323.17 principal and interest monthly 120 times

Interest on this Note is computed on a 365/360 simple interest basis, that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Mid-State Bank's 5-Year Certificate of Deposit Rate (the "Index"). Mid-State Bank's Five-Year Certificate of Deposit Rate. Lender will tell Borrower the current index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 5 years. The Index currently is 9.50% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 4.25 percentage points over the index, resulting in a current rate of 9.50% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If any portion of the principal of this note is prepaid for any reason whatsoever, whether voluntary, as a result of default or otherwise, Lender, at its discretion, may charge a prepayment premium which shall be due and payable at the time of prepayment. This prepayment premium shall be calculated as a percentage of the principal prepaid according to the following schedule: 6.00% in the first year; 4.00% in the second year; 3.00% in the third year; 2.00% in the fourth year; and 1.00% in the fifth year of any fixed rate period. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 3.000% of the regularly scheduled payment or \$10.00, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due; (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender; (c) any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect; (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; (e) Any creditor files to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender; (f) Any of the events described in this default section occurs with respect to any guarantor of this Note; (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 9.50% percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Centre County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower after a default under this Note, and with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA, Keogh, and trust accounts. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or sell off all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by a Mortgage from John E. Maines to Mid-State Bank dated February 25, 1994, covering 116 Cemetery Road, Clearfield, Pennsylvania.

ADDITIONAL DEFAULT PROVISION. Borrower will be in default if ownership of Borrower changes for any reason.

CREDIT LIFE INSURANCE. Credit life insurance is not required by the bank as a condition of this loan. Such insurance is not included unless requested by signing below, and the insurance will cover only the Borrower(s) signing below.

THE INSURER Union Security Life Insurance Co.

Type Single Life

Single Life, Cost per \$1,000 dollars of monthly outstanding balance \$ 2.00

Joint Life, Cost per \$1,000 dollars of monthly outstanding balance \$ 2.00

☐ I do not desire credit life insurance.

☒ I desire single credit life insurance.

☐ I desire joint credit life insurance.

Statement of Birthday in conjunction with group creditor's insurance.

Debtor Signature John E. Maines Date of Birth 3/4/54

Joint Debtor Signature _____ Date of Birth _____

NOTICE OF PROPOSED CREDIT INSURANCE. You hereby take notice that group credit life insurance coverage will be applicable to this contract if so marked above and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be



A Keystone Community Bank

1130 Twelfth Avenue
P.O. Box 2007
Altoona, PA 16603-2007

January 25, 1999

Mr. John E. Maines
PO Box 786
Clearfield, PA 16830

Dear Customer:

RE: Account No. 299778/30008, Clearfield Landscaping

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The mortgage held by Mid-State Bank and Trust Company (hereinafter we, us or ours) on your property located at 116 Cemetery Road, Clearfield, PA 16830, is in serious default **because you have not made the monthly payments of \$323.17 for the months of October, November, December 1998, and January 10, 1999.** Late charges and other charges have also accrued to this date in the amount of \$0.00. The total amount now required to cure this default or, in other words, get caught up on your payments, as of the date of this letter, is \$1,292.68.

You may cure this default within thirty (30) days of the date of this letter by paying to us the above amount of \$1,292.68 plus any additional monthly payments and late charges which may fall due during this period. Such payments must be made either by cash, cashier's check, certified check, or money order, and made at Mid-State Bank and Trust Company, 1130 12th Avenue, Altoona, PA 16601.

From this date, any payments made on the account of said balance, but which are less than the amount necessary to cure your default as set forth above, shall be received without prejudice to the Bank's pursuing its legal remedies available to it as a result of the acceleration of this debt.

If you do not cure the default within thirty (30) days, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within thirty (30) days, **we also intend to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt.** If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us which may also include our reasonable costs. **If you cure the default within the thirty (30) day period, you will not be required to pay attorney's fees.**

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

EXHIBIT "C"

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 foreclosure sale.** You may do so by paying the total default amount plus any other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately **April 16, 1999.** A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: (814) 946-6652. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

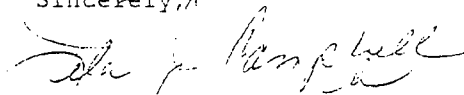
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You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**

YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely,



Lila J. Campbell
Vice President
(814) 946-6652

lim

Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IMPORTANT: NOTICE OF HOMEOWNER'S
RIGHT TO HOMEOWNERSHIP COUNSELING UNDER
THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987.
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
HOMEOWNERSHIP COUNSELING.

DT: January 25, 1999

TO: Mr. John E. Maines, PO Box 786, Clearfield, PA 16830

FR: Mid-State Bank and Trust Company, 1130 12th Avenue, Altoona, PA 16601

RE: Account No. 299778/30008, Clearfield Landscaping

Your mortgage is in serious default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$1,292.68. That sum includes the following:

Mortgage payment of \$323.17 for the months of October, November, December 1998, and January 10, 1999 each, totaling \$1,292.68 plus \$.00 in late charges.

Because your mortgage is in default, you may qualify for Homeownership Counseling under Section 169 of the Housing and Community Development Act of 1987.

Under the Act, you are encouraged to contact a representative to discuss solutions to your current financial problem.

The name, address, and telephone number of our representative is:


Lila J. Campbell
Vice President
1130 12th Avenue
PO Box 2007
Altoona, PA 16603

The names, addresses, and telephone numbers of two HUD approved agencies are:

Consumer Credit Counseling
Service of Western Pennsylvania
500-02 Third Avenue
PO Box 278
Duncansville, PA 16635
(814) 696-3546

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

Sincerely,


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A Keystone Community Bank

1130 Twelfth Avenue
P.O. Box 2007
Altoona, PA 16603-2007

January 25, 1999

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116 Cemetery Road
Clearfield, PA 16830

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You may cure this default within thirty (30) days of the date of this letter by paying to us the above amount of \$1,292.68 plus any additional monthly payments and late charges which may fall due during this period.

Such payments must be made either by cash, cashier's check, certified check, or money order, and made at Mid-State Bank and Trust Company, 1130 12th Avenue, Altoona, PA 16601.

From this date, any payments made on the account of said balance, but which are less than the amount necessary to cure your default as set forth above, shall be received without prejudice to the Bank's pursuing its legal remedies available to it as a result of the acceleration of this debt.

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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 foreclosure sale.** You may do so by paying the total default amount plus any other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately **April 16, 1999.** A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: (814) 946-6652. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

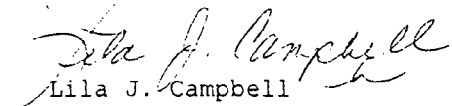
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(814) 946-6652

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FR: Mid-State Bank and Trust Company, 1130 12th Avenue, Altoona, PA 16601

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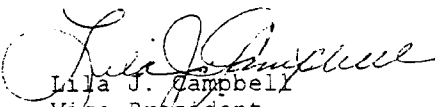
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A Keystone Community Bank

1130 Twelfth Avenue
P.O. Box 2007
Altoona, PA 16603-2007

January 25, 1999

Clearfield Landscaping
PO Box 786
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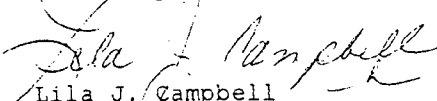
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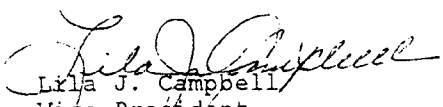
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ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

The Commonwealth of Pennsylvania's
Homeowner's Emergency Mortgage Assistance
Program

may be able to help you.

Read the attached notice to find out how the
program works.

If you need more information call the
Pennsylvania
Housing Finance Agency at 1(800) 342-2397

LANOTIFICACION 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.

ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
PLEASE READ THIS NOTICE.
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

DT: January 25, 1999

RE: Account No. 299778/30008, Clearfield Landscaping

TO: Clearfield Landscaping, 116 Cemetery Road, Clearfield, PA 16830

FR: Mid-State Bank and Trust Company, 1130 12th Avenue, Altoona, PA 16601

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address, and telephone number of our representative is:

Lila J. Campbell
Vice President
1130 12th Avenue
Altoona, PA 16601
(814) 946-6652

The following agencies are designated Consumer Credit Counseling organizations. It is only necessary to schedule one face-to-face meeting. You should advise the lender immediately of your intentions.

Consumer Credit Counseling Service
of Western Pennsylvania
500-02 Third Avenue
PO Box 278
Duncansville, PA 16635
(814) 696-3546


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

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$1,292.68. That sum includes the following:

Mortgage payment of \$323.17 for the months of October, November, December 1998, and January 10, 1999 each, totaling \$1,292.68 plus \$0.00 in late charges.

COMMONWEALTH OF PENNSYLVANIA)
)
) SS
COUNTY OF)

John P Staver, states that _he is the _____
_____ of KEYSTONE FINANCIAL BANK, N.A., Successor in Interest
to MID-STATE BANK AND TRUST COMPANY, and that _he is authorized
to make this affidavit and verifies that the statements made in
the foregoing Complaint are true and correct. He understands
that false statements herein are made subject to the penalties of
18 Pa.C.S. §4904, relating to unsworn falsification to
authorities.



Date: July 20, 2006

ALFRED JONES JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEYSTONE FINANCIAL BANK

00-846-CD

VS

MAINES, JOHN E. D/B/A

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW AUGUST 1, 2000 AT 9:23 AM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN E. MAINES D/B/A
CLEARFIELD LANDSCAPING, DEFENDANT AT RESIDENCE 2104 HIGHVIEW
RD., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
SUE THOMPSON, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF
THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE
KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

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

SWORN TO BEFORE ME THIS

4th DAY OF August 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 Hamer

CHESTER A. HAWKINS
SHERIFF

FILED

AUG 04 2000

01313
William A. Shaw
Prothonotary

g
K28

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,
Successor in Interest to
MID-STATE BANK AND TRUST
COMPANY,

Plaintiff

vs.

§3 JOHN E. MAINES, d/b/a
CLEARFIELD LANDSCAPING,

Defendant

No. 00-846-CD

Type of Case:
Civil

Type of Pleading:
Praecipe for Default Judgment

Counsel of Record for this
Party:

Alfred Jones, Jr., Esq.
Supreme Court No. 10442

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

300 S. Allen St., Suite 300
State College, PA 16801-4841
(814) 237-6278

FILED

OCT 19 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to)	No. 00-846-CD
MID-STATE BANK AND TRUST)	
COMPANY,)	
Plaintiff)	
vs.)	
JOHN E. MAINES, d/b/a)	
CLEARFIELD LANDSCAPING,)	IN MORTGAGE FORECLOSURE
Defendant)	

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment in the above captioned action for the Plaintiff and against the Defendant for failure to file an answer pursuant to Rule 1037 of the Rules of Civil Procedure.

Assess damages as follows:

\$25,072.31

together with all interest, expenses, unpaid taxes and costs of this suit.

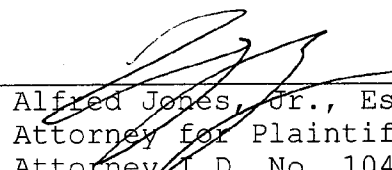
Notice of Default Judgment was given as required by Pa. R.C.P. 237.1. A copy is attached as Exhibit "A".

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date:

Oct 12, 2000

By


Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No. 00-846-CD
MID-STATE BANK AND TRUST)	
COMPANY,)	
)	
Plaintiff)	
)	
vs.)	
)	
JOHN E. MAINES, d/b/a)	
CLEARFIELD LANDSCAPING,	)	IN MORTGAGE FORECLOSURE
Defendant)	

**CERTIFICATE OF GIVING NOTICE OF INTENTION
TO FILE PRAECIPE FOR DEFAULT JUDGMENT**


The undersigned attorney for Plaintiff does hereby certify that written notice of intention to file Praecipe for Default Judgment was given to the Defendant and/or Defendant's attorney by depositing the same to them in the United States Mails, postage prepaid on the 23rd day of August, 2000, addressed as follows:

John E. Maines, d/b/a
Clearfield Landscaping
116 Cemetary Road
P.O. Box 786
Clearfield, PA 16830

A copy of the notice is marked Exhibit "A" and by reference made a part hereof.

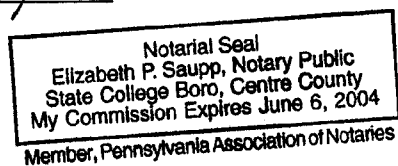
DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: 8-23-00

By 
Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

Sworn to and subscribed
before me this 23rd day
of August, 2000.


Notary Public



FILED

OCT 13 2000
M13371
William A. Shaw
Prothonotary

Joseph
\$20.00

Not to be Marked
Statement to a th Jones

~~for~~

COPY

NOTICE OF JUDGMENT
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
CIVIL DIVISION

KEYSTONE FINANCIAL BANK, N.A.,

Successor in Interest to

MID-STATE BANK AND TRUST COMPANY

vs.

No. 00-846-CD

JOHN E. MAINES, d/b/a

CLEARFIELD LANDSCAPING

TO: Defendant(s): John E. Maines:

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$25,072.31 on
the 17th day of October, 2000.

WILLIAM A. SHAW
PROTHONOTARY

William A. Shaw

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

COPY

KEYSTONE FINANCIAL BANK, N.A.

Successor in Interest to

MID-STATE BANK AND TRUST COMPANY

Plaintiff(s)

No. 00-846-CD

Real Debt \$25,072.31

vs.

Atty's Comm _____

JOHN E. MAINES, d/b/a CLEARFIELD

LANDSCAPING

Defendant(s)

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument Default Judgment

Date of Entry October 17, 2000

Expires October 17, 2005

Certified from the record this 17th day of October, 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

KEYSTONE FINANCIAL BANK, N.A.,)
Successor in Interest to) No. 00-846-CD
MID-STATE BANK AND TRUST)
COMPANY,)
Plaintiff)

vs.)

53 JOHN E. MAINES, d/b/a) WRIT OF EXECUTION
111 CLEARFIELD LANDSCAPING,)
Defendant)

FILED

JAN 15 2001

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

William A. Shaw
Prothonotary

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) against John E. Maines, d/b/a Clearfield Landscaping, Defendants;
- (3) and index this writ against John E. Maines, d/b/a Clearfield Landscaping, Defendant

as a lis pendens against the real property of the Defendant as follows:

(Specifically describe property)

(4) Amount due \$ 25,072.31
Attorney's commission \$ _____
Interest from _____ \$ _____

TOTAL

\$ 25,072.31 plus costs,
interest, expenses,
and unpaid taxes

Dated: Jan 11, 2001

[Signature]
Attorney for Plaintiff

ALL that certain lot or parcel of land situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery road, being the northeast corner of land now or formerly of O.A. and Tillie White; thence North 4° 17' East 42.7 feet to a point; thence South 89° 55' West 51.1 feet to a point; thence South 9° 55' West 34.5 feet to a point; thence South 89° 55' West 25 feet to a point; thence South 1° 34' East 8.6 feet to a point; thence North 89° 55' East 78 feet to a point and place of beginning. Being known as 116 Cemetery Road and having erected thereon a two-story brick dwelling house.

BEING the same premises which Marie Maines by her deed dated January 10, 1992, and recorded in Clearfield County Deeds and Record Book 1437, Page 472.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No. 00-846-CD
MID-STATE BANK AND TRUST)	
COMPANY,)	
Plaintiff)	
vs.)	
JOHN E. MAINES, d/b/a	)	WRIT OF EXECUTION
CLEARFIELD LANDSCAPING,)	
Defendant)	

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against John E. MAINES, d/b/a CLEARFIELD LANDSCAPING, Defendant;

1. You are directed to levy upon the property of the Defendant and to sell his interest therein as follows:

SEE ATTACHED EXHIBIT "A"

3. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than the named Defendant, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$ 25,072.31	
Attorney's Commission	\$ _____	
Interest From _____	\$ _____	
TOTAL	\$ 25,072.31	plus costs as per endorsement hereon.

Date: _____

Prothonotary, Court of Common Pleas of
Clearfield County, PA

By: _____
Deputy

ALL that certain lot or parcel of land situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery road, being the northeast corner of land now or formerly of O.A. and Tillie White; thence North 4° 17' East 42.7 feet to a point; thence South 89° 55' West 51.1 feet to a point; thence South 9° 55' West 34.5 feet to a point; thence South 89° 55' West 25 feet to a point; thence South 1° 34' East 8.6 feet to a point; thence North 89° 55' East 78 feet to a point and place of beginning. Being known as 116 Cemetery Road and having erected thereon a two-story brick dwelling house.

BEING the same premises which Marie Maines by her deed dated January 10, 1992, and recorded in Clearfield County Deeds and Record Book 1437, Page 472.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No. 00-846-CD
MID-STATE BANK AND TRUST)	
COMPANY,)	
Plaintiff)	
)	
vs.)	
)	
JOHN E. MAINES, d/b/a	)	WRIT OF EXECUTION
CLEARFIELD LANDSCAPING,)	
Defendant)	

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may 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 for 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641 Ext. 32

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms & 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

CLAIM FOR EXEMPTION

To the Sheriff:

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

(1) From my personal property in my possession which 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. § 4909 relating to unsworn falsification to authorities.

Date: _____

(Defendant)

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

CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
Telephone Number - (814) 765-2641

FILED

JAN 15 2001

7/3/00
William A. Shaw
Prothonotary

city Jones

PA 020.00

6 wirts. Shew

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No. 00-846-CD
MID-STATE BANK AND TRUST)	
COMPANY,)	
)	
Plaintiff)	
)	
vs.)	
)	
JOHN E. MAINES, d/b/a)	
CLEARFIELD LANDSCAPING,	)	IN MORTGAGE FORECLOSURE
Defendant)	

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) ss.

ALFRED JONES, JR., ESQ., hereby swears and avers that he is admitted to practice under the Bar of the Supreme Court of Pennsylvania, that he is the attorney for the Plaintiff in the above-captioned action and that the last known addresses of the Defendant is as follows:

John E. Maines
d/b/a Clearfield Landscaping
P.O. Box 786
Clearfield, PA 16830

ED

JAN 10 2001

William A. Shaw
Notary

Alfred Jones, Jr.

Sworn to and subscribed
before me this 11th day
of January, 2001.

Elizabeth P. Saupp
Notary Public

Notarial Seal
Elizabeth P. Saupp, Notary Public
State College Boro, Centre County
My Commission Expires June 6, 2004
Member, Pennsylvania Association of Notaries

FILED

JAN 15 2001
11 13:00 AM
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEYSTONE FINANCIAL BANK, N.A.,)	
Successor in Interest to	)	No. 00-846-CD
MID-STATE BANK AND TRUST)	
COMPANY,)	
Plaintiff)	
)	
vs.)	
)	
JOHN E. MAINES, d/b/a	)	WRIT OF EXECUTION
CLEARFIELD LANDSCAPING,)	
Defendant)	

AFFIDAVIT PURSUANT TO RULE 3129.1

KEYSTONE FINANCIAL BANK, N.A., Successor in Interest to MID-STATE BANK AND TRUST COMPANY, Plaintiff in the above-captioned action, sets forth as of the date the praecipe for writ of execution was filed the following information concerning the real property more particularly described on Exhibit "A" attached hereto.

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address (if address cannot be reasonably ascertained, please so indicate
------	--

John E. Maines	P.O. Box 786 Clearfield, PA 16830
----------------	--------------------------------------

2. Name and address of Defendant(s) in the judgment:

Name	Address (if address cannot be reasonably ascertained, please so indicate
------	--

John E. Maines	P.O. Box 786 Clearfield, PA 16830
----------------	--------------------------------------

FILED

JAN 13 2001

William A. Shaw
Prothonotary

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
M&T Bank (formerly Mid-State Bank and Trust Company)	1130 Twelfth Avenue Altoona, PA 16866
Bell Atlantic - Pennsylvania	1717 Arch Street 20th Floor Philadelphia, PA 19103

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
M&T Bank (formerly Mid-State Bank and Trust Company)	1130 Twelfth Avenue Altoona, PA 16866

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

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:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

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:

Name

Address (if address cannot be reasonably ascertained, please so indicate)

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. §4904 relating to unsworn falsification to authorities.

Jan 11, 2001
Date

Alfred Jones, Jr., Esq.
Attorney for Plaintiff

ALL that certain lot or parcel of land situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on Cemetery road, being the northeast corner of land now or formerly of O.A. and Tillie White; thence North 4° 17' East 42.7 feet to a point; thence South 89° 55' West 51.1 feet to a point; thence South 9° 55' West 34.5 feet to a point; thence South 89° 55' West 25 feet to a point; thence South 1° 34' East 8.6 feet to a point; thence North 89° 55' East 78 feet to a point and place of beginning. Being known as 116 Cemetery Road and having erected thereon a two-story brick dwelling house.

BEING the same premises which Marie Maines by her deed dated January 10, 1992, and recorded in Clearfield County Deeds and Record Book 1437, Page 472.

EXHIBIT "A"

FILED

JAN 13 2001

h13:05 MDCC
William A. Shaw
Prothonotary

WAS

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

Keystone Financial Bank, N.A. (Keystone),
Successor in Interest to Mid-State Bank and
Trust Company

COPY

Vs.

NO.: 2000-00846-CD

John Maines ,d/b/a
Clearfield Landscaping,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due KEYSTONE FINANCIAL BANK, N.A. (KEYSTONE), , Plaintiff(s)
from JOHN MAINES , CLEARFIELD LANDSCAPING, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (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 \$25,072.31
INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 01/15/2001

PAID \$150.63
SHERIFF \$
OTHER COSTS \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Alfred Jones, Jr., Esquire

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW


115
KEYSTONE FINANCIAL BANK, N.A.,)
Successor in Interest to) No. 00-846-CD
MID-STATE BANK AND TRUST)
COMPANY,)
Plaintiff)
vs.)
53
JOHN E. MAINES, d/b/a)
CLEARFIELD LANDSCAPING,) IN MORTGAGE FORECLOSURE
SAT 11 Defendant)

PRAECIPE TO SATISFY JUDGMENT

TO THE Prothonotary:

Kindly mark the judgment in the above-captioned action
"satisfied."

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: March 23, 2001 By 
Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

FILED

MAR 27 2001

William A. Shaw
Prothonotary

FILED

MAR 27 2001

M13.551 City of Jones
William A. Shaw
Prothonotary PD \$ 7.00

Statement & Settle. to

City of Jones
E. J. Jones

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Keystone Financial Bank, N.A. (Keystone)

No.: 2000-00846-CD

Vs.

Debt: \$25,072.31

John Maines
Clearfield Landscaping

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Tuesday, March 27, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 27th day of March, A.D. 2001.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

KEYSTONE FINANCIAL BANK, N.A.,)
Successor in Interest to) No. 00-846-CD
MID-STATE BANK AND TRUST)
COMPANY,)
Plaintiff)
vs.)
JOHN E. MAINES, d/b/a)
CLEARFIELD LANDSCAPING,) IN MORTGAGE FORECLOSURE
Defendant)

CERTIFICATE OF SERVICE

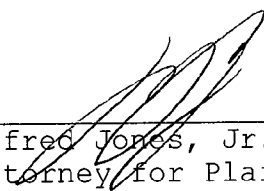
I hereby certify that a true and correct copy of the within
Praecipe to Satisfy Judgment was hereby served by depositing same
within the custody of the United States Postal Service, First
Class, postage prepaid, on the 23rd day of March, 2001, addressed
to the following:

John R. Ryan, Esq.
Colavecchi, Ryan & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: March 23, 2001

By


Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

FILED

MAR 27 2001

M1355pm
William A. Shaw
Prothonotary

NOCC
EKE

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

Keystone Financial Bank, N.A. (Keystone),
Successor in Interest to Mid-State Bank and
Trust Company

Vs.

NO.: 2000-00846-CD

John Maines ,d/b/a
Clearfield Landscaping,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due KEYSTONE FINANCIAL BANK, N.A. (KEYSTONE), , Plaintiff(s)
from JOHN MAINES , CLEARFIELD LANDSCAPING, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (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 \$25,072.31
INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 01/15/2001

PAID \$150.63
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 15th day
of January A.D. 2001
At 3:26 A.M./P.M.

Requesting Party: Alfred Jones, Jr., Esquire

Chester A. Hanks
Sheriff by Margaret H. Pelt

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10622

KEYSTONE FINANCIAL BANK

00-0846-CD

VS.

MAINES, JOHN D/B/A CLFD LANDSCAPING

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 21, 2001, AT 1:55 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, APRIL 6, 2001, AT 10:00 AM O'CLOCK.

NOW, FEBRUARY 21, 2002, AT 2:15 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN RYAN, ATTORNEY FOR JOHN MAINES, D/B/A CLEARFIELD LANDSCAPING, DEFENDANT, AT ATTORNEY'S OFFICE, 221 EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO JOH RYAN, ATTORNEY FOR JOHN MAINES, D/B/A CLEARFIELD LANDSCAPING, 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, MARCH 2, 2001, RECEIVED A LETTER FROM ALFRED JONES, JR., ATTORNEY FOR PLAINTIFF, THAT CALE IS TO BE CANCELLED.

NOW, MARCH 15, 2002, RECEIVED COPY OF LETTER FROM JOHN RYAN, ATTORNEY FOR THE DEFENDANT, THAT WAS SENT TO ALFRED JONES, ATTORNEY FOR THE PLAINTIFF, ASKING THAT ADVERTISEMENT BE CANCELLED AS PROPERTY WAS SOLD ON FEBRUARY 26, 2001.

NOW, JANUARY 23, 2002, CALLED ALFRED JONES OFFICE FOR AMOUNT THAT WAS RECEIVED FOR SALE OF PROPERTY. WAS INFORMED THAT TWENTY-THREE THOUSAND EIGHT HUNDRED SIXTY-SEVEN DOLLARS AND SIXTY-FIVE CENTS (\$23,867.65) WAS RECEIVED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10622

KEYSTONE FINANCIAL BANK

00-0846-CD

VS.

MAINES, JOHN D/B/A CLFD LANDSCAPING

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 24, 2002, RETURN WRIT AS NO SALE HELD AS DEFENDANT
SOLD PROPERTY AND PAID PLAINTIFF. PAID COSTS FROM ADVANCE AND
MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$614.43

SURCHARGE \$ 20.00

PAID BY ATTORNEY

FILED

JAN 24 2002

01:37:10cc

William A. Shaw
Prothonotary

Sworn to Before Me This

24th Day Of January 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Mary Ann H. Pelt
Chester A. Hawkins
Sheriff

DELAFIELD, McGEE, JONES & KAUFFMAN, L.L.P.

ATTORNEYS AT LAW
300 SOUTH ALLEN STREET, SUITE 300
STATE COLLEGE, PA 16801-4841

GARY A. DELAFIELD
DANIEL McGEE
ALFRED JONES, JR.
ROSADELE KAUFFMAN
DENISE M. BIERLY
MARY ANN KRESEN

E-MAIL
dmjklaw@aol.com

TELEPHONE
(814) 237-6278

FACSIMILE
(814) 237-3660
(814) 237-1061

March 1, 2001

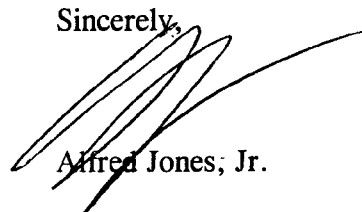
Chester A. Hawkins, Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Keystone Financial Bank, N.A. vs. John E. Maines, d/b/a
Clearfield Landscaping
No. 00-846-CD

Dear Sheriff Hawkins:

Please cancel the Sheriff's Sale in the above-captioned action, which is scheduled for April 6, 2001, at 10:00 a.m.

Sincerely,



Alfred Jones, Jr.

AJjr/lps

cc John P. Stover

COPI
3-2-01

LAW OFFICES
COLAVECCHI RYAN & COLAVECCHI

JOSEPH COLAVECCHI
JOHN R RYAN
PAUL COLAVECCHI

221 EAST MARKET STREET
(Across from Courthouse)
P.O. BOX 131
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566

FAX
(814) 765-4570

March 15, 2001

Alfred Jones, Jr.
Attorney at Law
300 South Allen St., Suite 300
State College, PA 16801-4841

In Re: M & T Bank vs. John E. Maines,
d/b/a Clearfield Landscaping; No. 00-846-CD

Dear Mr. Jones:

Regarding the above matter, I previously advised that the property which was the subject of the foreclosure action was sold on February 26, 2001 and payment made to M & T Bank pursuant to that closing.

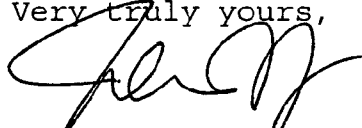
I would again request that you provide me with confirmation that the foreclosure action has been discontinued.

I note that the advertisement of the Sheriff's Sale continues to run in the local newspaper which is causing my client considerable embarrassment in light of the fact that the debt has been paid.

I would request that your office advise the Clearfield County Sheriff's Office that the sale be canceled in light of the payment being made.

My client is also requesting that I notify the Sheriff's Office, and I do so by copy of this letter.

Very truly yours,


John R. Ryan

JRR:lz

cc: Chester Hawkins, Clearfield County Sheriff
John E. Maines

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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

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

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		1.00
LEVY		15.00
MILEAGE		1.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		477.35
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		1.00
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES		5.00
BILLING		
TOTAL SHERIFF COSTS	\$	614.43

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT		5.00
TRANSFER TAX 2%		

TOTAL DEED COSTS

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$	25,072.31
INTEREST		

TOTAL DEBT & INTEREST \$ 25,072.31

COSTS:

ATTORNEY FEES	\$	—
PROTH. SATISFACTION		—
ADVERTISING		209.10
LATE CHARGES & FEES		—
TAXES-Collector		—
TAXES-Tax Claim		—
COSTS OF SUIT-To Be Added		—
LIST OF LIENS		—
MORTGAGE SEARCH		—
ACKNOWLEDGEMENT		—
DEED COSTS		—
ATTORNEY COMMISSION		614.43
SHERIFF COSTS		—
LEGAL JOURNAL AD		72.00
REFUND OF ADVANCE		—
REFUND OF SURCHARGE		—
PROTHONOTARY		150.00
FORECLOSURE FEES		—

TOTAL COSTS \$ 895.43

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

Chester A. Hawkins, Sheriff