

00-853-CD  
HARRIS SAVINGS BANK Assignee of -vs- SHEILA M. CIUTTER etal

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

Harris Savings Bank,

Vs.

NO.: 2000-00853-CD

Sheila M. Clutter ,  
William H. Clutter, Estate of ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HARRIS SAVINGS BANK, , Plaintiff(s) from SHEILA M. CLUTTER , WILLIAM H. CLUTTER, ESTATE OF , , Defendant(s):

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

(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 \$64,414.25  
INTEREST 2,417.40  
PROTH. COSTS \$  
ATTY'S COMM \$  
DATE 01/08/2001

PAID \$186.69  
SHERIFF \$  
OTHER COSTS \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 8th day  
of January A.D. 2001  
At 10:12 A.M./P.M.

Chester A. Hankins  
Sheriff by Margaret H. Pett

Requesting Party: Jon A. McKechnie, Esquire

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

Sheriff Docket # 10569

HARRIS SAVINGS BANK, ASSIGNEE OF FAMILY MOBILE

00-853-CD

VS.

CLUTTER, SHELIA M. 00-853-CD

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JANUARY 16, 2001, AT 10:55 AM A LEVY WAS TAKEN ON THE PROERTY OF THE DEFENDANS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, MARCH 2, 2001, AT 10:00 AM.

NOW, JANUARY 17, 2001, AT 2:00 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SHELIA CLUTTER, DEFENDANT, AT HER PLACE OF RESIDENCE, 1012 WALTON STREET, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHELIA CLUTTER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JANUARY 17, 2001, AT 2:00 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SHELIA M. CLUTTER FOR THE ESTATE OF WILLIAM H. CLUTTER, DEFENDANT, AT HER PLACE OF RESIDENCE, 1012 WALTON STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHELIA M. CLUTTER FOR THE ESTATE OF WILLIAM H. CLUTTER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREROF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10569

HARRIS SAVINGS BANK, ASSIGNEE OF FAMILY MOBILE

00-853-CD

VS.

CLUTTER, SHELIA M. 00-853-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.  
PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS  
COSTS.

NOW, MAY 30, 2001, RETURN WRIT AS A SALE BEING HELD WITH PLAINTIFF  
PURCHASING THE PROPERTY FOR ONE DOLLAR(\$1.00) PLUS COSTS. PAID  
COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS, DEED  
WAS FILED THIS DATE.

SHERIFF HAWKINS \$ 203.82

SURCHARGE \$ 40.00

FILED

MAY 30 2001  
01:34 PM  
William A. Shaw  
Prothonotary

Sworn to Before Me This

30th Day Of May 2001  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
by Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, MARCH 5, 2001 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 2nd day of MARCH 2001, I ex-posed the within described real estate of SHEILA M. CLUTTER AND THE ESTATE OF WILLIAM H. CLUTTER

to public venue or outcry at which time and place I sold the same to HARRIS SAVINGS BANK, et al. 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	14.04
LEVY	15.00
MILEAGE	14.04
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	.34 + 4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	8.32
ADD'L LEVY	
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	2.00
TOTAL SHERIFF COSTS	\$ 203.82

DEED COSTS:

REG & REC	16.50
ACKNOWLEDGMENT	5.00

TRANSFER TAX 2% —

TOTAL DEED COSTS \$ 21.50

DEBT & INTEREST:

AMOUNT DUE	\$ 64,414.25
INTEREST	2,417.40

TOTAL \$

COSTS:

ATTORNEY FEES	—
PRO SATISFACTION	—
ADVERTISING	\$ 186.66
LATE CHARGE & FEES	—
TAXES-Collector	213.23
TAXES-Tax Claim	1,256.22
COSTS OF SUIT-TO BE ADDED	\$ —
LIST OF LIENS	\$ 100.00
MORTGAGE SEARCH	\$ 35.00
ACKNOWLEDGMENT	\$ 5.00
DEED COST	\$ 160.00
ATTORNEY COMMISSION	—
SHERIFF COSTS	\$ 203.82
LEGAL JOURNAL	\$ 56.25
REFUND OF ADVANCE	\$ —
REFUND OF SURCHARGE	\$ —
PROTHONOTARY Costs	\$ 186.69

TOTAL COSTS \$ 2,258.87

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



MOBILE CONSULTANTS, INC.  
P.O. BOX 2060  
ALLIANCE, OHIO 44601

56-55/412

CHECK NO.	CHECK DATE	VENDOR NO.
122543	05/11/2001	0006279

\*ONE THOUSAND TWO HUNDRED FIFTY-EIGHT AND 87 / 100

\*\*\*\*\*1,258.87\*

PAY  
TO THE  
ORDER  
OF

SHERIFF OF CLEARFIELD COUNTY

MOBILE CONSULTANTS, INC.

AUTHORIZED SIGNATURE

VOID AFTER 90 DAYS

PAYABLE THRU  
FIRSTMERIT  
AKRON, OH

⑈ 122543 ⑈ ⑆04⑆200555⑆⑈5000005⑆36⑈

EX-10569

COPY

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff,

vs.

NO: 00-853-CD

SHEILA M. CLUTTER and THE ESTATE  
of WILLIAM H. CLUTTER,

Defendants

PRAECIPE FOR WRIT OF EXECUTION  
FOR MORTGAGE FORECLOSURE

Filed on Behalf of:  
Plaintiff

Counsel or Record for this Party

Jon A. McKechnie  
PA I.D. #36268  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

WWR #01952007

**FILED**

DEC 29 2000

William A. Shaw  
Prothonotary

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff,

NO: 00-853-CD

vs.

SHEILA M. CLUTTER and THE ESTATE  
of WILLIAM H. CLUTTER

Defendants

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter

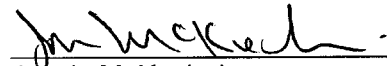
- |                                                  |                    |
|--------------------------------------------------|--------------------|
| 1. directed to the Sheriff of Clearfield County  |                    |
| 2. against Defendants                            |                    |
| 3. Judgment Amount                               | \$64,414.25        |
| 4. Interest at the rate of \$15.80 per diem from |                    |
| 9/4/00 to 2/4/00                                 | <u>\$ 2,417.40</u> |
|                                                  | \$66,831.65        |

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

\$

Date: 12/26/00

  
\_\_\_\_\_  
Jon A. McKechnie  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219



FILED

DEC 29 2000

M13191att

William A. Shaw

Prothonotary

McKeechnu Pd \$20.00

6 wnts to Swiss

W

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

Harris Savings Bank,

Vs.

NO.: 2000-00853-CD

Sheila M. Clutter ,  
William H. Clutter, Estate of ,

(COPIED)

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HARRIS SAVINGS BANK, , Plaintiff(s) from SHEILA M. CLUTTER , WILLIAM H. CLUTTER, ESTATE OF, Defendant(s):

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

(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 \$  
INTEREST  
PROTH. COSTS \$  
ATTY'S COMM \$  
DATE 12/29/2000

PAID \$186.69  
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:

\_\_\_\_\_  
Sheriff

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

Harris Savings Bank,

Vs.

NO.: 2000-00853-CD

COPY

Sheila M. Clutter ,  
William H. Clutter, Estate of ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HARRIS SAVINGS BANK, , Plaintiff(s) from SHEILA M. CLUTTER , WILLIAM H. CLUTTER, ESTATE OF , , Defendant(s):

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

(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;

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AMOUNT DUE \$64,414.25  
INTEREST 2,417.40  
PROTH. COSTS \$  
ATTY'S COMM \$  
DATE 01/08/2001

PAID \$186.69  
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: Jon A. McKechnie, Esquire

\_\_\_\_\_  
Sheriff

JON A. MCKECHNIE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARRIS SAVINGS BANK

00-853-CD

VS

CLUTTER, SHEILA M.

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JULY 31, 2000 AT 1:08 PM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON SHEILA M CLUTTER, DEFENDANT AT  
RESIDENCE 1012 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO SHEILA M. CLUTTER A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

NOW JULY 31, 2000 AT 1:08 PM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON ESTATE OF WILLIAM H. CLUTTER,  
DEFENDANT AT RESIDENCE 1012 WALTON, ST. PHILIPSBURG,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHEILA  
CLUTTER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.  
SERVED BY: NEVLING

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

SWORN TO BEFORE ME THIS

25th 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 Harris  
CHESTER A. HAWKINS  
SHERIFF

FILED

AUG 25 2000

William A. Shaw WAS  
Prothonotary

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

(14) HARRIS SAVINGS BANK,  
Assignee of FAMILY MOBILE HOME, INC.,

Plaintiff,

vs.

(81) SHEILA M. CLUTTER and  
(101) THE ESTATE OF WILLIAM H. CLUTTER,

Defendants

NO: 00.853.CO

ISSUE:

CODE:

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

**TO: DEFENDANTS**

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

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

By: 

ATTORNEYS FOR PLAINTIFF

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

AND THE DEFENDANTS ARE:  
1012 Walton Street  
Philipsburg, PA 16866

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

By: 

ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE AFFECTED BY THIS LIEN IS:  
Rd 1, Box 80C  
Irvona, PA 16656  
Township of Jordan; County of Clearfield

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

By: 

ATTORNEYS FOR PLAINTIFF

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWP#01952007

**FILED**

JUL 24 2000

William A. Shaw  
Prothonotary

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

HARRIS SAVINGS BANK,  
Assignee of FAMILY MOBILE HOME, INC.,

NO:

Plaintiff,

vs.

SHEILA M. CLUTTER and  
THE ESTATE OF WILLIAM H. CLUTTER,

Defendants

**NOTICE TO DEFEND**

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

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

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

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

HARRIS SAVINGS BANK,  
Assignee of FAMILY MOBILE HOME, INC.,

NO:

Plaintiff,

vs.

SHEILA M. CLUTTER and  
THE ESTATE OF WILLIAM H. CLUTTER,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

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

1. The Plaintiff is, Harris Savings Bank, assignee of Family Mobile Homes, Inc., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").

2. The Defendants are, Sheila M. Clutter and The Estate of William H. Clutter, adult individuals whose last known address is 1012 Walton Street, Philipsburg, PA 16866.

3. On or about May 11, 1996, the Defendants executed a Note ("Note") in the original principal amount of \$64,457.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about May 11, 1996, the Defendants, made, executed and delivered to Family Mobile Home Inc., a Mortgage in the original principal amount of \$64,457.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on May 20, 1996, Mortgage Book Volume 1759, Page 244. A true

•

and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. Family Mobile Home Inc., assigned all of its right, title and interest in and to the Mortgage to Harris Savings Bank, pursuant to an Assignment of Mortgage. Said assignment being recorded on June 24, 1996, in Mortgage Book Volume 1767, Page 552.

6. Plaintiff believes and hereby avers that the Defendant William H. Clutter, is deceased.

7. Plaintiff hereby releases William H. Clutter and his heirs, devisees, personal representatives and administrators not a party to this action from all personal liability for the debt secured by the aforementioned mortgage.

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

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

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

11. On or about May 10, 1999, Defendants were mailed Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq. True and correct copies of said Notice is attached hereto as Exhibit "B".

12. Plaintiff was not required to send Defendants written notice pursuant to 35 P.S. §1680.403c (Homeowner's Emergency Mortgage Assistance Act of 1983-Act 91 of 1983) prior



to the commencement of this action for the reason that the mortgage premises is not the principal residence of the Defendants [35 P.S. §1680.401(a)(1)].

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

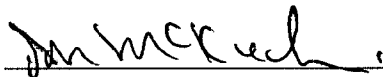
Principal	\$ 59,295.62
Interest thru 06/21/00	\$ 2,907.20
Late Charge	\$ 213.99
Attorneys' Fees	\$ 800.00
Title Search	\$ 50.00
TOTAL	\$ 63,266.81

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

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$63,266.81, with interest thereon at the rate of \$15.80 per diem from June 21, 2000, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

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

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



Jon A. McKechnie, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #01952007

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>	Seller <b>FAMILY MOBILE HOMES INC</b>	Buyer <b>CLUTTER, SHEILA M</b> <i>Sheila</i>
	Address <b>1603 E PLEASANT VALLEY BLVD</b>	CLUTTER, WILLIAM H.
	<b>ALTOONA, PA 16802</b>	Address <b>RD 1 Box 80C</b>
		<b>PA Irwin, 16656</b>
No. _____	"We" and "us" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above and guarantor, jointly and individually.
Date <b>June 17, 1996</b>		

**SALE:** You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No./Year
97	SKYLINE	LIMITED EDITION	2N11-0109JAB	

OTHER DESCRIPTION: Size: 28X52

**SECURITY:** You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

You are also giving a security in the real estate covered by mortgage that is dated 6/17/96.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 64457.00, plus finance charges accruing at the rate of 9.75 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amount according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.75 percent per year.

**DOWN PAYMENT:** You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ \_\_\_\_\_. If you pay off this Contract before we have earned that much interest.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ 6500.00
9.75 %	\$ 82276.60	\$ 64457.00	\$ 146733.60	\$ 153233.60

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 611.39	20th of each month beginning July 19 96
	\$	and each month thereafter until paid.
	\$	

Security: You are giving a security interest in the Vehicle being purchased. You are also giving a security in the real estate covered by mortgage that is dated 6/17/96 and located at RD 1 Box 80C Irwin, PA 16656.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

**Assumption:** Someone buying your home cannot assume the obligation on the original terms.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fees \$ 20.00.

**Contract Provisions:** You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

<b>CREDIT LIFE:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
<b>CREDIT DISABILITY:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer	Second Buyer

**PROPERTY INSURANCE:** You are required by us to insure Vehicle securing this Contract. You shall have the option furnishing the required insurance either through existing policy insurance owned or controlled by you or procuring and furnish the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) use of the Vehicle, 3) goods or services related to the Vehicle mechanical breakdowns, or a service contract or warrant optional and not included unless checked and indicated below.

**LIABILITY INSURANCE:** Liability insurance coverage for bodily injury and property damage caused to others is not included this Contract unless checked and indicated below.

If you get the insurance from or through us, you will \$ 2545.00 for 60 months of cover

The Vehicle insurance premium is calculated as follows:

- ☐ Fire-Theft and Combined Add'l. Coverage \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Comprehensive Cov. \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Collision Coverage \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_

☐ A charge for an Extended Service Contract is added to Contract. The Extended Service Contract sold or provided is:

Coverage: \_\_\_\_\_ for Term: \_\_\_\_\_

#### MODERN CREDIT PROTECTION POLICY:

Premium \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

MOTOR VEHICLE (page)

10/20/96

A

### ITEMIZATION OF AMOUNT FINANCED

Vehicle \_\_\_\_\_ \$ 68382.00  
(including accessories, delivery, services,  
and sales tax of \$ 0.00 )

Extended Service Contract \_\_\_\_\_ \$ 0.00

Cash Price \$ 68382.00

Cash Down Payment \$ 0.00  
Manufacturer's Rebate \$ 0.00  
Description of Trade-In \_\_\_\_\_  
B2 COMMODORE 14X70

Trade-In \$ 10500.00  
Less: Amount Owning \$ 4000.00  
(paid by Seller)

Net Trade-In \$ 6500.00

Down Payment \$ 6500.00

Unpaid Balance of Cash Price  
(Cash Price less Down Payment) \$ 61882.00

Paid to Public Officials - Sales Tax / Tire Tax \$ 0.00  
Paid to Property Insurance Company / MCPP \$ 545.00 0  
Paid to Credit Life Insurance Company \$ 0.00  
Paid to Credit Disability Insurance Company \$ 0.00  
Filing Fee / UCC \$ 20.00 0  
To: Notary & Prop / Flood Report \$ 10.00 0  
To: \_\_\_\_\_ \$ \_\_\_\_\_

Other Charges  
(Including Amounts Paid to Others on Your Behalf) \$ 2575.00  
(Less) Prepaid Finance Charges \$ 0.00  
Amount Financed \$ 64457.00  
(Unpaid Balance of Cash Price plus Other Charges)

You agree to the terms on pages 1, 2, and 3 of this Contract.

**ADDITIONAL TERMS OF THE CONTRACT  
AND SECURITY AGREEMENT**

**GENERAL TERMS:** As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

**WARRANTY:** Vehicle warranty information is supplied to you separately.

**PREPAYMENT:** You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Vehicle, you represent and agree to the following.

- A. You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- B. The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- C. You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- D. You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- E. You will pay all taxes and assessments on the Vehicle as they become due.
- F. You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- G. You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

**DEFAULT:** You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).

- A. You fail to perform any obligation which you have undertaken in this Contract.

B. We, in good faith, believe that the prospect, the prospect of your performance of any obligations under this Contract is impaired. If you default, you agree to pay court costs we in this Contract as well as attorneys' fees if we refer it for collection to an attorney. If an event of default occurs as to any one of you, exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have the remedies provided by law and this Contract.

- the fees being provided by the Vehicle Finance Company.
- A. We may require you to immediately pay us the remains, unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.
- B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.
- C. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.
- D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).
- By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to choose any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition (or such other period of time as is required by law).

**REINSTATEMENT:** If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

**NOTICE OF PROPOSED INSURANCE:** You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance 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 (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**INSURANCE:** You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

Insurance. If you fail to obtain or maintain this Insurance, we may obtain Insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such Insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

**WAIVER:** You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following.

- means the following:
- A. You must pay this Contract even if someone else has signed
  - B. We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
  - C. We may release any security and you will still be obligated to pay the Contract.
  - D. If we give up any of our rights, it will not affect your duty to pay this Contract.
  - E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

## FTC NOT. S

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

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

## THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER on page 2, EXCEPT that you will not be liable for the payment of the Vehicle without releasing you from this Contract. We may renew, extend, or change the terms of this Contract. You also agree that we may release any Vehicle without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer:

Signature: Shirley M. Clutter Date: 7/20/96

Signature:

Date:

Buyer:

Signature:

Date:

Signature:

Date:

## BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

Signature: Shirley M. Clutter Date: 7/20/96

Signature:

Date:

Buyer:

Signature:

Date:

Signature:

Date:

ASSIGNMENT: This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK (name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: FAMILY MOBILE HOMES INC

By: David C. Clutter

## ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on June 17, 19 96 to HARRIS SAVINGS BANK, 205 PINE ST. HARRISBURG, PA 171051711 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.  
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
  - The statements contained in this Contract are true and correct;
  - The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
  - This sale was completed in accordance with all applicable federal and state laws and regulations;
  - This Contract is valid and enforceable in accordance with its terms;
  - The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
  - This Contract is not subject to any claims or defenses on the part of the Buyer;
  - A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
  - The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RECOURSE.

☐ WITH RECOURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: FAMILY MOBILE HOMES INC

By: David C. ClutterTitle: President

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## REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 11th day of May, 19 96, by and between the undersigned, William H. Clutter and Sheila M. Clutter, Husband and Wife, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E. Pleasant Valley Blvd., Altoona, Pennsylvania 16602, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Sixty Four Thousand Four Hundred Fifty Seven and 00/100 Dollars (\$ 64,457.00), bearing interest at the rate of 10 3/4% per annum, payable in 120 consecutive monthly installments of \$537.14 each (and/or any renewal, refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) of Jordan Township Ward 1 known and numbered as Lot 5, 10, 11, 12 (Parcel #120-G14-462-10) Acresville, PA 16656 Street Address Acresville, PA 16656 City, Town, Post Office Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume Page, and more particularly described as:

## SEE ATTACHED EXHIBIT "A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a delinquent charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a delinquent.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgment at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note in a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagor S DO intend to permanently affix to said property.

EXHIBIT

A

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BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

[Signature]

William H. Clutter (SEAL)  
William H. Clutter

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 9:51A 5-20-96

BY [Signature]

FEES 13.50

Karen L. Starck, Recorder

Sheila M. Clutter (SEAL)  
Sheila M. Clutter

[Signature] (SEAL)

[Signature] (SEAL)

I certify the precise residence of the Mortgagee to be 1683 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602.

Melody J. Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Blair

ss:

On this 11th day of May, 1996, before me Melody J. Endress, the undersigned officer, personally appeared William H. Clutter and Sheila M. Clutter, Husband and Wife, known to me (or satisfactorily proven) to be the person or persons whose name or names subscribed to the within instrument and acknowledged that they, as Mortgagor, have executed the same for the purposes herein contained.

In Witness Whereof, I hereunto set my hand and official seal. My commission expires:

Notarial Seal  
Melody J. Endress, Notary Public  
Logan Twp., Blair County  
My Commission Expires April 6, 1998

Melody J. Endress  
Title of Officer

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF  
RECORDED on this day of May, A.D. 1996, in the Recorder's Office of said County, in Mortgage Book, Vol. , Page .  
Given under my hand and seal of the said office, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO

FAMILY MOBILE  
HOMES, INC.

MAIL TO

FAMILY MOBILE  
HOMES, INC.

Entered of Record May 20 1996 9:51A

Exhibit "A"

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ALL that certain piece, parcel, or lot of land located in Jordan Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

3 LOTS #70, 71, 72

(Identified as Clearfield County Assessment Map #120-C14-462-10)

BEING the same premises conveyed to William H. Clutter, an individual, by Deed dated December 13, 1993, and recorded in Clearfield County Deed Book Volume 1578, at Page 582.

This transfer is between husband and wife, and is therefore exempt from Realty Transfer Tax pursuant to 72 P.S. §8102-C.3(6).

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

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Wyle Sellers*

*William H. Clutter*

*Sheila M. Clutter*

William H. Clutter  
Sheila M. Clutter

This 11<sup>th</sup> day of May, 1996

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

For Second Buyer	For Both Buyers
Premium: \$ _____	
Insurance Company Name and Home Office Address: _____	
I Want the Credit Insurance Specified Above: _____	

<input type="checkbox"/> Fire-Theft and Combined Add'l. Coverage	\$ _____
<input type="checkbox"/> \$ _____ Deductible Comprehensive Cov.	\$ _____
<input type="checkbox"/> \$ _____ Deductible Collision Coverage	\$ _____
<input type="checkbox"/> _____	\$ _____
<input type="checkbox"/> _____	\$ _____
<input type="checkbox"/> A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:	
Coverage: _____	for Term: _____

MODERN CREDIT PROTECTION POLICY:



www.harrissavingsbank.com

235 North Second Street  
P.O. Box 1711  
Harrisburg, Pennsylvania 17105-1711  
717/236-4041

May 10, 1999

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

Sheila M. Clutter  
R.D. 1, Box 80-C  
Irvona PA 16656

Dear Mortgagor:

The MORTGAGE held by the Harris Savings Bank (hereinafter we, us, or ours) on your property located at RD 1, Box 80-C, Irvona PA 16656 IS IN SERIOUS DEFAULT because you have not made a partial regular payment of \$599.09 for March 1999 and a regular payment of \$611.39 for April 1999. Late charges and other charges have also accrued to this date in the amount of \$148.40. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1,358.88.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$1,358.88 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any of our offices or by mail to Harris Savings Bank, Attention: Roger Cadenhead, 234 N Second Street, Harrisburg, PA 17101.

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 instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage 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 day period, you will not be required to pay attorney's fees.

FORBET B



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

*If you have not cured the default within the thirty day period and foreclosure proceedings have begun, 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 amount of the unpaid monthly payments plus any late or 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 such a Sheriff's sale could be held would be approximately August 6, 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: 909-6294 or 1-800-554-4572 ext. 6294. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.*

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

*You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. [YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND 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 yours,*

*Roger Cadenhead  
Loan Services*

*CC: Mobile Consultants, Inc*



www.harrissavingsbank.com

235 North Second Street  
P.O. Box 1711  
Harrisburg, Pennsylvania 17105-1711  
717/236-4041

35854  
Joachim

May 10, 1999

William H. Clutter  
1012 Walton Street  
Philipsburg PA 16866

Re: HARRIS SAVINGS BANK  
NOTICE OF INTENT TO REPOSSESS AND/OR  
TAKE LEGAL ACTION ("NOTICE")

Dear Loan Customer:

The Mobile Home Installment Sale Contract ("Contract") executed by you on June 17, 1996 in favor of Harris Savings Bank (Harris) for the purchase of the 1997 Skyline Mobile Home serial number 2N11-01094 ("Mobile Home"), is in serious default because a partial payment of \$599.09 for March 1999, and a regular payment of \$611.39 for April 1999, have not been paid. In addition, late charges have also accrued to this date in the amount of \$148.40. You will have another regular payment of \$611.39 due 5/20/99. The amount now required to cure this default, or in other words, get caught-up in the payments as of the date of this letter, is \$1,970.27, which includes the 5/20/99 payment.

You may cure this default within thirty (30) days of the date of this notice by paying Harris Savings the above amount of \$1,970.27 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashiers check, money order or certified check, and made at the office of Harris Savings Bank. If you cure the default within the thirty (30) day period, you will not be required to pay attorneys' fees.

If the default is not cured within thirty (30) days, Harris Savings Bank intends to exercise its right to accelerate the Contract payments. This means that whatever is owing on the original loan amount borrowed will be considered due immediately and you may lose the chance to payoff the original contract in monthly installments. Harris Savings Bank may repossess the Mobile Home or institute legal action to regain possession of the Mobile Home. If the Mobile Home is repossessed, Harris Savings Bank will sell the Mobile Home at public or private sale on or after June 9, 1999 to pay off the Contract obligation. If the Mobile Home is sold at public sale, a notice of the date of sale will be sent to you before the sale. You should realize that a public or private sale of the Mobile Home will end your ownership interest in the Mobile Home.

Harris Savings Bank may also sue you personally for the unpaid principal balance and all other sums due under the Contract following the sale of the Mobile Home.

If you do not cure the default within thirty (30) days of the date of this notice, you may still avoid acceleration of the indebtedness under the Contract and prevent sale of the Mobile Home at any time before legal title to the Mobile Home is actually transferred by tendering \$1,970.27 plus the following additional charges:

- 1: All monthly payments of \$611.39 due after May 10, 1999, up to the date of cure; and
- 2: All late charges accruing after May 10, 1999, up to the date of cure; and
- 3: Attorneys' fees of up to \$50.00 or, if legal action has been commenced, all reasonable attorneys' fees actually incurred by Harris Savings Bank; and
- 4: All costs actually incurred by Harris Savings Bank in commencing legal action; and
- 5: All reasonable costs actually incurred by Harris Savings Bank in storing and repairing the Mobile Home; and

- 6: All actual, necessary and reasonable costs incurred by Harris Savings Bank in storing and repairing the Mobile Home; and
- 7: Any other amounts due under the Contract.

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 Mobile Consultants, Inc at 1-800-533-9052. The payment must be made in cash, cashiers check, money order or certified check and made payable to Harris Savings Bank at 2nd & Pine Streets, Harrisburg, PA 17101 or PO Box 1711, Harrisburg, PA 17105.

If you cure the default, the Contract 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 (3) times in any calendar year. Give this matter your immediate attention.

Very truly yours,

*Roger Cadenhead*

Roger Cadenhead  
Loan Services

cc: Mobile Consultants, Inc



www.harrissavingsbank.com

235 North Second Street  
P.O. Box 1711  
Harrisburg, Pennsylvania 17105-1711  
717/236-4041

May 10, 1999

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

William H. Clutter  
R.D. 1, Box 80-C  
Irvona PA 16656

Dear Mortgagor:

The MORTGAGE held by the Harris Savings Bank (hereinafter we, us, or ours) on your property located at RD 1, Box 80-C, Irvona PA 16656 IS IN SERIOUS DEFAULT because you have not made a partial regular payment of \$599.09 for March 1999 and a regular payment of \$611.39 for April 1999. Late charges and other charges have also accrued to this date in the amount of \$148.40. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1,358.88.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$1,358.88 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at any of our offices or by mail to Harris Savings Bank, Attention: Roger Cadenhead, 234 N Second Street, Harrisburg, PA 17101.

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 instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage 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 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.*

*If you have not cured the default within the thirty 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 amount of the unpaid monthly payments plus any late or 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 such a Sheriff's sale could be held would be approximately August 6, 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: 909-6294 or 1-800-554-4572 ext. 6294. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.*

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

*You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. [YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND 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 yours,*

*Roger Cadenhead  
Loan Services*

*CC: Mobile Consultants, Inc*



235 North Second Street  
P.O. Box 1711  
Harrisburg, Pennsylvania 17105-1711  
717/236-4041

# 35854

Joe Mitchell

May 10, 1999

Sheila M. Clutter  
1012 Walton Street  
Philipsburg PA 16866

Re: HARRIS SAVINGS BANK  
NOTICE OF INTENT TO REPOSSESS AND/OR  
TAKE LEGAL ACTION ("NOTICE")

Dear Loan Customer:

The Mobile Home Installment Sale Contract ("Contract") executed by you on June 17, 1996 in favor of Harris Savings Bank (Harris) for the purchase of the 1997 Skyline Mobile Home serial number 2N11-01094 ("Mobile Home"), is in serious default because a partial payment of \$599.09 for March 1999, and a regular payment of \$611.39 for April 1999, have not been paid. In addition, late charges have also accrued to this date in the amount of \$148.40. You will have another regular payment of \$611.39 due 5/20/99. The amount now required to cure this default, or in other words, get caught-up in the payments as of the date of this letter, is \$1,970.27, which includes the 5/20/99 payment.

You may cure this default within thirty (30) days of the date of this notice by paying Harris Savings the above amount of \$1,970.27 plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashiers check, money order or certified check, and made at the office of Harris Savings Bank. If you cure the default within the thirty (30) day period, you will not be required to pay attorneys' fees.

If the default is not cured within thirty (30) days, Harris Savings Bank intends to exercise its right to accelerate the Contract payments. This means that whatever is owing on the original loan amount borrowed will be considered due immediately and you may lose the chance to payoff the original contract in monthly installments. Harris Savings Bank may repossess the Mobile Home or institute legal action to regain possession of the Mobile Home. If the Mobile Home is repossessed, Harris Savings Bank will sell the Mobile Home at public or private sale on or after June 9, 1999 to pay off the Contract obligation. If the Mobile Home is sold at public sale, a notice of the date of sale will be sent to you before the sale. You should realize that a public or private sale of the Mobile Home will end your ownership interest in the Mobile Home.

Harris Savings Bank may also sue you personally for the unpaid principal balance and all other sums due under the Contract following the sale of the Mobile Home.

If you do not cure the default within thirty (30) days of the date of this notice, you may still avoid acceleration of the indebtedness under the Contract and prevent sale of the Mobile Home at any time before legal title to the Mobile Home is actually transferred by tendering \$1,970.27 plus the following additional charges:

- 1: All monthly payments of \$611.39 due after May 10, 1999, up to the date of cure; and
- 2: All late charges accruing after May 10, 1999, up to the date of cure; and
- 3: Attorneys' fees of up to \$50.00 or, if legal action has been commenced, all reasonable attorneys' fees actually incurred by Harris Savings Bank; and
- 4: All costs actually incurred by Harris Savings Bank in commencing legal action; and
- 5: All reasonable costs actually incurred by Harris Savings Bank in storing and repairing the Mobile Home; and



- 6: All actual, necessary and reasonable costs incurred by Harris Savings Bank in storing and repairing the Mobile Home; and
- 7: Any other amounts due under the Contract.

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 Mobile Consultants, Inc at 1-800-533-9052. The payment must be made in cash, cashiers check, money order or certified check and made payable to Harris Savings Bank at 2nd & Pine Streets, Harrisburg, PA 17101 or PO Box 1711, Harrisburg, PA 17105.

If you cure the default, the Contract 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 (3) times in any calendar year. Give this matter your immediate attention.

Very truly yours,

*Roger Cadenhead*

Roger Cadenhead  
Loan Services

cc: Mobile Consultants, Inc

## FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

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

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

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

FILED

JUL 24 2000  
William A. Shaw  
Prothonotary

att'y mckechnie pc

\$88.00

Dec Shwigg

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff

No. 00-853-CD

vs.

8/ SHEILA M. CLUTTER and THE ESTATE  
of WILLIAM H. CLUTTER, 10/

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

AND THE DEFENDANTS ARE:  
1012 Walton Street  
Phillipsburg, PA 16866

JON A. McKECHNIE  
PA I.D. NO. 36268  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#01952007

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

BY: 

ATTORNEYS FOR PLAINTIFF

FILED

SEP 25 2000

William A. Shaw  
Prothonotary

THIS LAW FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THIS DEBT FOR  
OUR CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff

No. 00-853-CD

vs.

SHEILA M. CLUTTER and THE ESTATE  
of WILLIAM H. CLUTTER,

Defendants

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, Sheila M. Clutter and The Estate of William H. Clutter, above named, in the default of an Answer, in the amount of \$64,414.25 computed as follows:

Principal	\$59,295.62
Interest thru 9/4/00	
at the legal interest rate of \$15.80 per diem	\$ 4,170.87
Late Charges through 9/4/00	\$ 97.76
Attorneys fees	\$ 800.00
Title Search	\$ 50.00
TOTAL	\$64,414.25

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

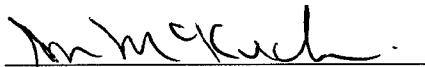
WELTMAN, WEINBERG & REIS CO., L.P.A.

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

### VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

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

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

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

HARRIS SAVINGS BANK, assignee  
of FAMILY MOBILE HOME, INC.,

Plaintiff

vs.

Civil Action No. 00-853-CD

SHEILA M. CLUTTER and THE ESTATE  
of WILLIAM H. CLUTTER,

Defendants

**IMPORTANT NOTICE**

TO: The Estate of William H. Clutter  
1012 Walton Street  
Philipsburg, PA 16866

Date of Notice: August 23, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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:

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

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

By: 

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

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

HARRIS SAVINGS BANK, assignee  
of FAMILY MOBILE HOME, INC.,

Plaintiff

vs.

Civil Action No. 00-853-CD

SHEILA M. CLUTTER and THE ESTATE  
of WILLIAM H. CLUTTER,

Defendants

**IMPORTANT NOTICE**

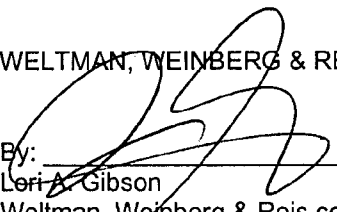
TO: Sheila M. Clutter  
1012 Walton Street  
Philipsburg, PA 16866

Date of Notice: August 23, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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:

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

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

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

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



FILED

SFP 25 2000  
m/3.10/ath  
William A. Shaw  
Prothonotary

m/kechnu

pd \$20.00

Notice to D. S. Clutter

not. to State W. Clutter

Statement to aty m/kechnu

~~for~~

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff

No. 00-853-CD

COPY

vs.

SHEILA M. CLUTTER and THE  
ESTATE of WILLIAM H. CLUTTER,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: THE ESTATE OF WILLIAM H. CLUTTER

- ( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on September 25, 2000.

- ( ) Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.  
(XX) Mortgage Foreclosure in the amount of \$64,414.25 plus costs.  
( ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment of

- ( ) Court Order  
( ) Non-Pros  
( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

By: William H. Clutter  
PROTHONOTARY (OR DEPUTY)

**THIS LAW FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THIS DEBT FOR  
OUR CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

COPY

Plaintiff

No. 00-853-CD

vs.

SHEILA M. CLUTTER and THE  
ESTATE of WILLIAM H. CLUTTER,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: SHEILA M. CLUTTER

- ( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on September 25, 2000

- ( ) Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.  
(XX) Mortgage Foreclosure in the amount of \$64,414.25 plus costs.  
( ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment of

- ( ) Court Order  
( ) Non-Pros  
( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

By: William H. Clutter  
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THIS DEBT FOR  
OUR CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff(s)

vs.

SHEILA M. CLUTTER and THE ESTATE  
OF WILLIAM H. CLUTTER

Defendant(s)

No. 00-853-CD

Real Debt \$64,414.25

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

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

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

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

Entry \$20.00

Instrument Default Judgment

Date of Entry September 25, 2000

Expires September 25, 2005

Certified from the record this 25th day of September, 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

FILED  
MAR 05 2001  
William A. Sharkey  
Prothonotary

no cc  
RPJ

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

Received From: **WERNBERG & REIS CO., L.P.A.**  
2001 Koppers Building  
433 Seventh Avenue  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
**PA Sales & Use Tax Claim Bureau**  
**Office of Chief Counsel**  
**10th Floor, Strawberry Square**  
**Harrisburg, PA 17133-1641**

**PITTSBURGH, PA**  
**FEB-20-1990**  
**U.S. POSTAGE**  
**0.75**  
**PD METER**  
**8350038**

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

Received From: **WERNBERG & REIS CO., L.P.A.**  
2001 Koppers Building  
433 Seventh Avenue  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
**CSIB BANK**  
**434 State Street**  
**Conwensville, PA 16833**

**PITTSBURGH, PA**  
**FEB-20-1990**  
**U.S. POSTAGE**  
**0.75**  
**PD METER**  
**8350038**

PS Form 3817, Mar. 1989 *Nutter*

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

Received From: **WERNBERG & REIS CO., L.P.A.**  
2001 Koppers Building  
433 Seventh Avenue  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
**PA Sales & Use Tax Claim Bureau**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**

**PITTSBURGH, PA**  
**FEB-20-1990**  
**U.S. POSTAGE**  
**0.75**  
**PD METER**  
**8350038**

PS Form 3817, Mar. 1989 *Nutter*

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

Received From: **WERNBERG & REIS CO., L.P.A.**  
2001 Koppers Building  
433 Seventh Avenue  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
**Inheritance Tax Bureau**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**

**PITTSBURGH, PA**  
**FEB-20-1990**  
**U.S. POSTAGE**  
**0.75**  
**PD METER**  
**8350038**

PS Form 3817, Mar. 1989 *Nutter*

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

Received From: **WERNBERG & REIS CO., L.P.A.**  
2001 Koppers Building  
433 Seventh Avenue  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
**Domestic Relations**  
**Clearfield County Courthouse**  
**Clearfield, PA 16830**

**PITTSBURGH, PA**  
**FEB-20-1990**  
**U.S. POSTAGE**  
**0.75**  
**PD METER**  
**8350038**

PS Form 3817, Mar. 1989

*Nutter*

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

HARRIS SAVINGS BANK, assignee of  
FAMILY MOBILE HOME, INC.,

Plaintiff,

NO: 00-853-CD

vs.

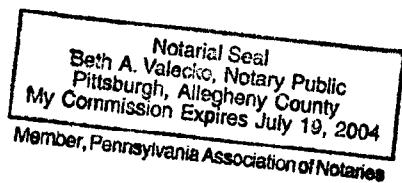
SHEILA M. CLUTTER, and THE ESTATE  
OF WILLIAM H. CLUTTER,

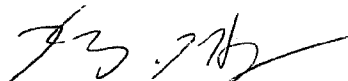
Defendants

**LIENHOLDER AFFIDAVIT OF SERVICE**

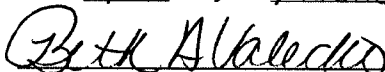
BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on February 2, 2001. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

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



  
\_\_\_\_\_  
Kimberly J. Hong  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me  
This 1 day of March, 2001.

  
\_\_\_\_\_  
Notary Public

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NO: 00-853-CD

vs.

SHEILA M. CLUTTER and THE ESTATE  
OF WILLIAM H. CLUTTER,

Defendants

TYPE OF PLEADING:

**LIENHOLDER AFFIDAVIT OF SERVICE**

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #01952007

**FILED**

MAR 05 2001

**William A. Shaw**  
**Prothonotary**