

00-1062-CD  
S&T Bank vs C. Volosky et al

00

00-1062-CD  
S & T BANK -vs- CHARLOTTE VOIOSKY now known as CHARLOTTE L. SHAW

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

S&T BANK, Plaintiff,  
vs.

CHARLOTTE VOLOSKY, now known as  
CHARLOTTE L. SHAW, Defendant.

No. 00 - \_\_\_\_\_ Action of Mortgage  
C.D. Foreclosure

C O M P L A I N T

To The Within Defendant:

YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN COMPLAINT WITHIN  
TWENTY (20) DAYS FROM THE DATE OF  
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Shawn Welch*  
Attorneys for Plaintiff

LAW OFFICES  
**GLEASON, CHERRY & CHERRY, L.L.P.**  
P. O. Box 505  
DU BOIS, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET

FILED

AUG 28 2000

*Prothonotary*  
*William A. Shaw*  
*per \$80.00*

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

<sup>11/13</sup> S&T BANK,

Plaintiff,

vs.

<sup>21</sup> CHARLOTTE VOLOSKY,<sup>21</sup>

now known as

<sup>21</sup> CHARLOTTE L. SHAW,<sup>21</sup>

Defendant.

: No. 00 - 1062 - C.D.

: Type of Case: MORTGAGE FORECLOSURE

: Type of Pleading: COMPLAINT

: Filed on Behalf of: S&T BANK, Plaintiff

: Counsel of Record for this Party:

: PAULA M. CHERRY, ESQ.

: Supreme Court No.: 36023

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: One North Franklin Street

: P.O. Box 505

: DuBois, PA 15801-0505

: (814) 371-5800

**FILED**

AUG 28 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,	:	
	:	
Plaintiff,	:	No. 00 - _____ C.D.
	:	
vs.	:	
	:	ACTION OF MORTGAGE
CHARLOTTE VOLOSKY,	:	FORECLOSURE
	:	
now known as	:	
CHARLOTTE L. SHAW,	:	
	:	
Defendant.	:	

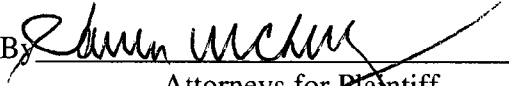
NOTICE

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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,	:	
	:	
Plaintiff,	:	No. 00 - _____ C.D.
	:	
vs.	:	
	:	ACTION OF MORTGAGE
CHARLOTTE VOLOSKY,	:	FORECLOSURE
	:	
now known as	:	
CHARLOTTE L. SHAW,	:	
	:	
Defendant.	:	

**COMPLAINT**

NOW, comes S&T BANK, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S&T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, Brockway, Jefferson County, Pennsylvania.

2. The Defendant, CHARLOTTE VOLOSKY, now known as CHARLOTTE L. SHAW, is an individual whose mailing address is R.R. #2, Box 76, DuBois, Pennsylvania 15801-9710.

3. The Defendant is the real owner of the premises herein described.

4. On February 25, 1997, the Defendant, CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW made, executed and delivered a Mortgage upon premises hereinafter

described to S&T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1823, Page 340. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in Sandy Township, Clearfield County, Pennsylvania.

7. That said Mortgage is in default because:

(a) The principal thereof became due and payable on February 2, 2000, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from January 2, 2000, to July 12, 2000, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

8. The following amounts are due on the Mortgage:

(a) Principal	\$2,146.42
(b) Interest from January 2, 2000, to July 12, 2000	124.90
(c) Late charges	120.00
(d) Attorney's collection fee	<u>750.00</u>
Total	\$3,141.32

9. That in accordance with Act VI and Act 91, Defendant was served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated

March 8, 2000. Said Combined Notice was sent to Defendant, CHARLOTTE VOLOSKY, now known as CHARLOTTE L. SHAW, by certified mail, return receipt requested to her last known address, which is also the property address, of R.R. #2, Box 76, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

10. That the Promissory Note provides for a late charge in an amount of Ten Percent (10.000%) of any such overdue payment or Twenty Dollars (\$20.00), whichever amount is greater. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

11. That Defendant, CHAROLETTE L. SHAW, formerly CHARLOTTE VOLOSKY, d/b/a CL SHAW TRUCKING, INC. d/b/a PAINTINGS BY CHAR, had filed for Chapter 7 Relief under the United States Bankruptcy Code, Bankruptcy No. 00-21659BM and S&T BANK filed a Motion for Relief from Automatic Stay as it affected the interest of S&T BANK in the real property of the Debtor, which is more particularly described in the Mortgage attached hereto and made a part hereof as Exhibit "A". Upon consideration of said Motion, the United States Bankruptcy Court for the Western District of Pennsylvania, ordered that the Motion of S&T BANK be granted and that the automatic stay be terminated as it affected the interest of S&T BANK in the real property of the Debtor as requested in the Motion and thus, S&T BANK is authorized to proceed with its Mortgage Foreclosure Action. Attached hereto and made a part hereof as Exhibit "E" is a copy of the Order of Court terminating the automatic stay.

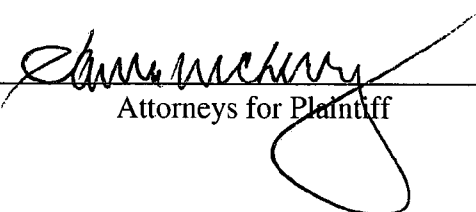
WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of



THREE THOUSAND ONE HUNDRED FORTY-ONE DOLLARS and THIRTY-TWO  
CENTS (\$3,141.32), together with interest from July 12, 2000 at the daily rate of FIFTY-ONE  
CENTS (\$0.51) and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF ~~CLEARFIELD~~ <sup>JEFFERSON</sup> : SS.  
:

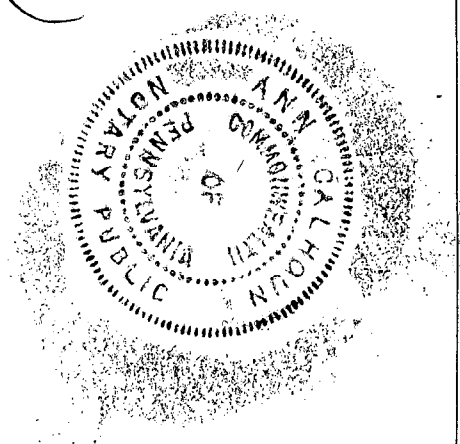
On this, the 18 day of August, 2000, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S&T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist Jr

Sworn to and subscribed before me this 18th day of August, 2000.

Notarial Seal  
Ann Calhoun, Notary Public  
Brockway Boro, Jefferson County  
My Commission Expires May 22, 2004  
Member, Pennsylvania Association of Notaries

Ann Calhoun



## RECORDATION REQUESTED BY:

S&T BANK  
614 LIBERTY BLVD  
DuBOIS, PA 15801

## WHEN RECORDED MAIL TO:

S&T BANK  
ATTN: *Don Servino*  
PO BOX 190  
INDIANA, PA 15701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 25, 1997, between CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW, whose address is RR 2 BOX 76 KILMER RD, DuBOIS, PA 15801 (referred to below as "Grantor"); and S&T BANK, whose address is 614 LIBERTY BLVD, DuBOIS, PA 15801 (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"):

REFERENCE DEED BOOK VOLUME 759, PAGE 418

ASSESSMENT NUMBER 128-E03-000-89

TOWNSHIP OF SANDY

The Real Property or its address is commonly known as RR 2 BOX 76 KILMER RD, DuBOIS, PA 15801.

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.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation CHARLOTTE L. SHAW.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**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.

**Note.** The word "Note" means the promissory note or credit agreement dated February 25, 1997, in the original principal amount of \$6,093.50 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**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.

EXHIBIT "A"

**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:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree 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, except for the Existing Indebtedness referred to below, 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 on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any 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 fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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 for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**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, including any obligation to maintain Existing Indebtedness in good standing as required below, 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 provided for in 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. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**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 the Existing Indebtedness section below 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.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such Indebtedness, or should a default occur under the instrument securing such Indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**FULL PERFORMANCE.** If Borrower 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 Borrower to make any payment when due on the Indebtedness.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower. However, the death of any Grantor or Borrower will not be an Event of Default if as a result of the death of Grantor or Borrower the Indebtedness is fully covered by credit life insurance.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**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 Borrower 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.

**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 and Borrower 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.

THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

X *Charlotte L. Shaw* now known as *Charlotte L. Shaw*  
(SEAL)  
CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW

Signed, acknowledged and delivered in the presence of:

X *David L. Allen*  
Witness

X \_\_\_\_\_  
Witness

## CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, S&T BANK, herein is as follows:  
 614 LIBERTY BLVD, DuBOIS, PA 15801

*James E. Allen*  
 Attorney or Agent for Mortgagee

## INDIVIDUAL ACKNOWLEDGMENT

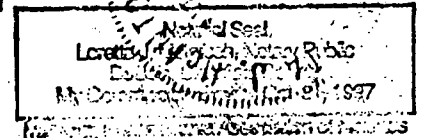
STATE OF Pennsylvania )  
 ) SS  
 COUNTY OF Clearfield

On this, the 25<sup>th</sup> day of February, 1997, before me Loretta J. McIntosh, the undersigned Notary Public, personally appeared CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Loretta J. McIntosh*  
 Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-G03 SHAWCL LN G3.OVL]



CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 1:27 pm 3-3-97  
 BY S&T BK  
 FEES 13.00  
 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 Mar 3 1997, 1:27 pm

ALL that certain piece, parcel or tract of land situate in the township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake in the center line of Township Road T-406 at the southwest corner of lands of the Grantors herein at the northerly line of lands of G. M. Brown; thence along the said center line of Township Road T-406 in a Northerly direction 240 feet to a stake; thence in an Easterly direction through lands of the Grantors 240 feet to a stake; thence in a Southerly direction through lands of the Grantors 240 feet to a stake in the Northerly line of lands of G. M. Brown; thence along the lands of G. M. Brown in a Westerly direction 240 feet to a stake and the center line of Township Road T-406, the place of beginning.

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

may be able to help save your home.  
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397  
Persons with impaired hearing can call 717-780-1869

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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.





RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

March 8, 2000

CHARLOTTE VOLOSKY  
N/K/A CHARLOTTE L SHAW  
RR 2 BOX 76  
DUBOIS PA 15801

RE: Installment Loan #368-01000226413 Note number 00001

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

### **HOW TO CURE YOUR MORTGAGE DEFAULT**

The MORTGAGE held by S & T Bank on your property located in Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payments for the months of January, February and March, 2000 for a total of \$352.70). Late charges (and other charges) have also accrued to date in the amount of \$40.00. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$392.70**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD**. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT. This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to FORECLOSE UPON YOUR MORTGAGED PROPERTY.

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T Bank 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 (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

Charlotte Volosky  
n/k/a Charlotte L. Shaw

March 8, 2000

Page 4 of 4

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

You may also have the right TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.) TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS. TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg  
Enclosure

## CLEARFIELD COUNTY

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

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

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

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



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral ID	Account	Officer	Initials
\$6,093.50	02-25-1997	03-02-2001	00001			01000226413	715	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** CHARLOTTE L. SHAW  
RR 2 BOX 76 KILMER RD  
DuBOIS, PA 15801

**Lender:** S&T BANK  
DuBOIS REGIONAL OFFICE  
614 LIBERTY BLVD  
DuBOIS, PA 15801

**Principal Amount:** \$6,093.50

**Interest Rate:** 8.740%

**Date of Note:** February 25, 1997

**Maturity Date:** March 2, 2001

**PROMISE TO PAY.** I promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Thousand Nine Hundred & 50/100 Dollars (\$6,093.50), together with interest at the rate of 8.740% per annum on the unpaid principal balance from March 3, 1997, until paid in full.

**PAYMENT.** I will pay this loan in 48 payments of \$150.90 each payment. My first payment is due April 2, 1997, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 2, 2001, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. I 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.

**PREPAYMENT.** I may pay without penalty 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 me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments. If I prepay this loan in full, I will receive a rebate of any unearned insurance premiums.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 10.000% of the regularly scheduled payment or \$20.00, whichever is greater.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I 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, I 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 existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of CLEARFIELD County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated February 25, 1997, to Lender on real property located in CLEARFIELD County Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**CREDIT INSURANCE.** I have chosen to purchase Single Life Insurance for this loan. Information concerning the premiums and the term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the

modification is made.

EXHIBIT "D"

PROMISSORY NOTE  
(Continued)

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

X Charlotte L. Shaw (REAL)  
CHARLOTTE L. SHAW

Signed, acknowledged and delivered in the presence of:

X [Signature]  
Witness

X [Signature]  
Witness

Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-D20 SHAWCL LN G3.OVL]

JUN -2 2000.

7/4  
4/17

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

CHAROLETTE L. SHAW, formerly  
CHARLOTTE VOLOSKY, d/b/a  
CL SHAW TRUCKING, INC. d/b/a  
PAINTINGS BY CHAR,

Debtor,

) Bankruptcy No.: 00-21659 *BM*

) Chapter No. 7

) Motion No. 00-1817 *M*

-----  
S&T BANK,

Movant,

v.

CHAROLETTE L. SHAW, formerly  
CHARLOTTE VOLOSKY, d/b/a  
CL SHAW TRUCKING, INC. d/b/a  
PAINTINGS BY CHAR, and ROBERT  
H. SLONE, ESQUIRE, TRUSTEE,

Respondents.

ORDER OF COURT

AND NOW, to-wit, this 31<sup>st</sup> day of May, 2000,

upon consideration of the Motion for Relief from the Automatic Stay  
filed by S&T Bank, it is hereby ORDERED, ADJUDGED and DECREED that  
the Motion is granted and that the automatic stay be and hereby is  
terminated as it affects the interest of S&T Bank in real property  
of the Debtors known and numbered as RR 2, Box 76, Kilmer Road,  
DuBois, Pennsylvania 15801 as described in a Mortgage of record in  
the office of the Recorder of Deeds of Clearfield County,  
Pennsylvania in Mortgage Book Volume 1532, Page 590 and Mortgage  
Book Volume 1823, Page 340.

**FILED**

MAY 31 2000

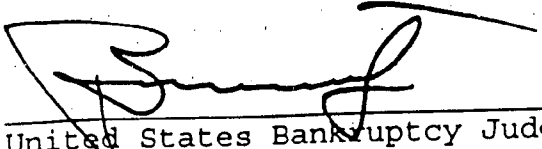
  
United States Bankruptcy Judge J.

EXHIBIT "E"



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

S&T BANK, Plaintiff,

vs.

CHARLOTTE VOLOSKY, now known as  
CHARLOTTE L. SHAW, Defendant.

Action of Mortgage  
No. 00 - C.D. Foreclosure

C O M P L A I N T

To the Within Defendant:

YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN COMPLAINT WITHIN  
TWENTY (20) DAYS FROM THE DATE OF  
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By  Attorneys for Plaintiff

LAW OFFICES  
**GLEASON, CHERRY & CHERRY, L.L.P.**  
P. O. Box 505  
DU BOIS, PENNSYLVANIA 15801-0505  
ONE NORTH FRANKLIN STREET

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10129

S&T BANK

00-1062-CD

VS.

VOLOSKY, CHARLOTTE, N/K/A

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 1, 2000 ROBERT L. CLARK, SHERIFF OF LAWRENCE COUNTY  
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO  
SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHARLOTTE  
VOLOSKY N/K/A CHARLOTTE L. SHAW, DEFENDANT.

FILED

OCT 13 2000  
m/3,20  
William A. Shaw  
Prothonotary

NOW SEPTEMBER 11, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO CHARLOTTE VOLOSKY A/K/A  
CHARLOTTE L. SHAW, DEFENDANT.

Return Costs

Cost	Description
29.04	SHFF. HAWKINS PAID BY: ATTY.
20.50	SHFF. CLARK PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

Day of October 2000

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

So Answers,

Chester A. Hawkins  
by Maulya Hamr  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LAWRENCE

S & T Bank Plaintiff

vs

Charlotte Volosky, now known as Defendant

Charlotte L. Shaw

RETURN "NOT FOUND"

Gil Navarra, Deputy Sheriff of Robert L. Clark,  
Sheriff of LAWRENCE County, aforesaid, states that he was unable to find

Charlotte Volosky, now known as Charlotte L. Shaw,  
the defendant therein named, after having made inquiry at P.O. Box 439, Hillsville,  
PA

the last known residence and whereabouts of the defendant.

Reason: Per the Hillsville PA Post Office, the defendant lives in Poland, Ohio.

Gil Navarra  
Gil Navarra Deputy Sheriff

Robert L. Clark, Sheriff of Lawrence County, returns the within Complaint/Summons,  
"NOT FOUND" as appears by the foregoing Return of Service.

DATE: Sept. 11, 2000

Robert L. Clark  
Sheriff

SWORN AND SUBSCRIBED BEFORE ME

THIS 12<sup>th</sup> DAY OF September 2000

Helen I. Morgan  
PROTHONOTARY

HELEN I. MORGAN  
Prothonotary & Clerk of Courts  
New Castle, Lawrence County, PA  
My Commission Expires First Monday of January 2004



# Sheriff's Office Clearfield County

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS  
SHERIFF

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK

NO. 00-1062@CD

VS

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

CHARLOTTE VOLOSKY n/k/a  
CHARLOTTE L. SHAW

SERVE BY: 9/27/00

or

HEARING DATE:

\*\*\*\*\*

SERVE: CHARLOTTE VOLOSKY n/k/a CHARLOTTE L. SHAW

ADDRESS: PO Box 439, Hillsville, Pa. 16132

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of LAWRENCE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 1st day of SEPTEMBER 2000.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: GLEASON, CHERRY & CHERRY, Attys.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff,

vs.

CHARLOTTE VOLOSKY,

now known as

CHARLOTTE L. SHAW,

Defendant.

: No. 00 - 1062 - C.D.

: Type of Case: MORTGAGE FORECLOSURE

: Type of Pleading: COMPLAINT

: Filed on Behalf of: S&T BANK, Plaintiff

: Counsel of Record for this Party:

: PAULA M. CHERRY, ESQ.

: Supreme Court No.: 36023

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: One North Franklin Street

: P.O. Box 505

: DuBois, PA 15801-0505

: (814) 371-5800

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

AUG 28 2000

Attest

*William L. Cherry*  
Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff,

No. 00 - \_\_\_\_\_ C.D.

vs.

ACTION OF MORTGAGE  
FORECLOSURE

CHARLOTTE VOLOSKY,

now known as

CHARLOTTE L. SHAW,

Defendant.

NOTICE

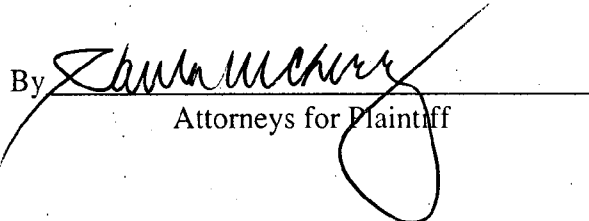
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff,

No. 00 - \_\_\_\_\_ C.D.

vs.

ACTION OF MORTGAGE  
FORECLOSURE

CHARLOTTE VOLOSKY,

now known as

CHARLOTTE L. SHAW,

Defendant.

COMPLAINT

NOW, comes S&T BANK, Plaintiff, by its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S&T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, Brockway, Jefferson County, Pennsylvania.

2. The Defendant, CHARLOTTE VOLOSKY, now known as CHARLOTTE L. SHAW, is an individual whose mailing address is R.R. #2, Box 76, DuBois, Pennsylvania 15801-9710.

3. The Defendant is the real owner of the premises herein described.

4. On February 25, 1997, the Defendant, CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW made, executed and delivered a Mortgage upon premises hereinafter

described to S&T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1823, Page 340. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in Sandy Township, Clearfield County, Pennsylvania.

7. That said Mortgage is in default because:

(a) The principal thereof became due and payable on February 2, 2000, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from January 2, 2000, to July 12, 2000, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.

8. The following amounts are due on the Mortgage:

(a) Principal	\$2,146.42
(b) Interest from January 2, 2000, to July 12, 2000	124.90
(c) Late charges	120.00
(d) Attorney's collection fee	<u>750.00</u>
Total	\$3,141.32

9. That in accordance with Act VI and Act 91, Defendant was served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated



March 8, 2000. Said Combined Notice was sent to Defendant, CHARLOTTE VOLOSKY, now known as CHARLOTTE L. SHAW, by certified mail, return receipt requested to her last known address, which is also the property address, of R.R. #2, Box 76, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

10. That the Promissory Note provides for a late charge in an amount of Ten Percent (10.000%) of any such overdue payment or Twenty Dollars (\$20.00), whichever amount is greater. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

11. That Defendant, CHAROLETTE L. SHAW, formerly CHARLOTTE VOLOSKY, d/b/a CL SHAW TRUCKING, INC. d/b/a PAINTINGS BY CHAR, had filed for Chapter 7 Relief under the United States Bankruptcy Code, Bankruptcy No. 00-21659BM and S&T BANK filed a Motion for Relief from Automatic Stay as it affected the interest of S&T BANK in the real property of the Debtor, which is more particularly described in the Mortgage attached hereto and made a part hereof as Exhibit "A". Upon consideration of said Motion, the United States Bankruptcy Court for the Western District of Pennsylvania, ordered that the Motion of S&T BANK be granted and that the automatic stay be terminated as it affected the interest of S&T BANK in the real property of the Debtor as requested in the Motion and thus, S&T BANK is authorized to proceed with its Mortgage Foreclosure Action. Attached hereto and made a part hereof as Exhibit "E" is a copy of the Order of Court terminating the automatic stay.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of

THREE THOUSAND ONE HUNDRED FORTY-ONE DOLLARS and THIRTY-TWO  
CENTS (\$3,141.32), together with interest from July 12, 2000 at the daily rate of FIFTY-ONE  
CENTS (\$0.51) and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~CLEARFIELD~~ <sup>JEFFERSON</sup>

:  
: SS.  
:

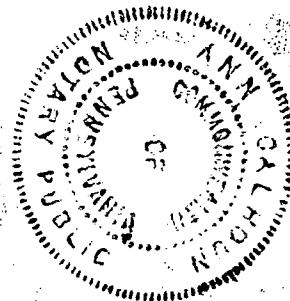
On this, the 16 day of August, 2000, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who acknowledged himself to be the Vice President of S&T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist Jr

Sworn to and subscribed before me this 18th day of August, 2000.

Notarial Seal  
Ann Calhoun, Notary Public  
Brockway Boro, Jefferson County  
My Commission Expires May 22, 2004  
Member, Pennsylvania Association of Notaries

Ann Calhoun



## RECORDATION REQUESTED BY:

S&T BANK  
614 LIBERTY BLVD  
DuBOIS, PA 15801

## WHEN RECORDED MAIL TO:

S&T BANK  
ATTN: *Dea Servicing*  
PO BOX 190  
INDIANA, PA 15701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 25, 1997, between CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW, whose address is RR 2 BOX 76 KILMER RD, DuBOIS, PA 15801 (referred to below as "Grantor"); and S&T BANK, whose address is 614 LIBERTY BLVD, DuBOIS, PA 15801 (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 otherwise 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"):

REFERENCE DEED BOOK VOLUME 759, PAGE 418

ASSESSMENT NUMBER 128-E03-000-89

TOWNSHIP OF SANDY

The Real Property or its address is commonly known as RR 2 BOX 76 KILMER RD, DuBOIS, PA 15801.

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.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation CHARLOTTE L. SHAW.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**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.

**Note.** The word "Note" means the promissory note or credit agreement dated February 25, 1997, in the original principal amount of \$6,093.50 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**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.

EXHIBIT "A"

**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:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree 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 tenable 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, except for the Existing Indebtedness referred to below, 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 on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any 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 fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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 for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**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, including any obligation to maintain Existing Indebtedness in good standing as required below, 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 provided for in 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. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**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 the Existing Indebtedness section below 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.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the Instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such Indebtedness, or should a default occur under the instrument securing such Indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**FULL PERFORMANCE.** If Borrower 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 Borrower to make any payment when due on the Indebtedness.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

**Death or Insolvency.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower. However, the death of any Grantor or Borrower will not be an Event of Default if as a result of the death of Grantor or Borrower the Indebtedness is fully covered by credit life insurance.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**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 Borrower 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.

**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 and Borrower 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.**

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**GRANTOR:**

X *Charlotte L. Shaw* *now known as Charlotte L. Shaw*  
(SEAL)  
CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW

Signed, acknowledged and delivered in the presence of:

X *James Z. Allen*  
Witness

X \_\_\_\_\_  
Witness

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the mortgagee, S&T BANK, herein is as follows:  
614 LIBERTY BLVD, DuBOIS, PA 15801

*James E. Allen*  
Attorney or Agent for Mortgagee

## INDIVIDUAL ACKNOWLEDGMENT

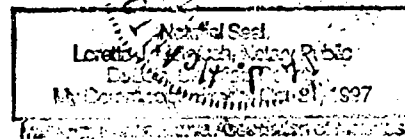
STATE OF Pennsylvania )  
COUNTY OF Clearfield ) ss

On this, the 25<sup>th</sup> day of February, 1997, before me Loretta J. McIntosh, the undersigned Notary Public, personally appeared CHARLOTTE VOLOSKY now known as CHARLOTTE L. SHAW, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Loretta J. McIntosh*  
Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. [PA-G03 SHAWCL LN G3.OVL]



CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:27 pm 3-3-97  
BY S&T BK  
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 Mar 3 1997 1:27 pm S&T BK Recorder

ALL that certain piece, parcel or tract of land situate in the township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake in the center line of Township Road T-406 at the southwest corner of lands of the Grantors herein at the northerly line of lands of G. M. Brown; thence along the said center line of Township Road T-406 in a Northerly direction 240 feet to a stake; thence in an Easterly direction through lands of the Grantors 240 feet to a stake; thence in a Southerly direction through lands of the Grantors 240 feet to a stake in the Northerly line of lands of G. M. Brown; thence along the lands of G. M. Brown in a Westerly direction 240 feet to a stake and the center line of Township Road T-406, the place of beginning.



# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

may be able to help save your home.  
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING  
AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.

Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your  
County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397

Persons with impaired hearing can call 717-780-1869

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

March 8, 2000

CHARLOTTE VOLOSKY  
N/K/A CHARLOTTE L SHAW  
RR 2 BOX 76  
DUBOIS PA 15801

RE: Installment Loan #368-01000226413 Note number 00001

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

### **HOW TO CURE YOUR MORTGAGE DEFAULT**

The MORTGAGE held by S & T Bank on your property located in Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payments for the months of January, February and March, 2000 for a total of \$352.70). Late charges (and other charges) have also accrued to date in the amount of \$40.00. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$392.70**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD**. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T Bank 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 (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

Charlotte Volosky  
n/k/a Charlotte L. Shaw

March 8, 2000

Page 4 of 4

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

You may also have the right TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.) TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS. TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amg  
Enclosure

## CLEARFIELD COUNTY

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

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

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

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



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral ID	Account	Officer	Initials
\$6,093.50	02-25-1997	03-02-2001	00001			01000226413	715	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** CHARLOTTE L. SHAW  
RR 2 BOX 76 KILMER RD  
DuBOIS, PA 15801

**Lender:** S&T BANK  
DuBOIS REGIONAL OFFICE  
614 LIBERTY BLVD  
DuBOIS, PA 15801

**Principal Amount:** \$6,093.50

**Interest Rate:** 8.740%

**Date of Note:** February 25, 1997

**Maturity Date:** March 2, 2001

**PROMISE TO PAY.** I promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Thousand Ninety Three & 50/100 Dollars (\$6,093.50), together with interest at the rate of 8.740% per annum on the unpaid principal balance from March 3, 1997, until paid in full.

**PAYMENT.** I will pay this loan in 48 payments of \$150.90 each payment. My first payment is due April 2, 1997, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 2, 2001, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. I 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.

**PREPAYMENT.** I may pay without penalty 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 me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments. If I prepay this loan in full, I will receive a rebate of any unearned insurance premiums.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 10.000% of the regularly scheduled payment or \$20.00, whichever is greater.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I 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, I 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 existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of CLEARFIELD County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated February 25, 1997, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**CREDIT INSURANCE.** I have chosen to purchase Single Life Insurance for this loan. Information concerning the premiums and the term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

EXHIBIT "D"

PROMISSORY NOTE  
(Continued)

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

X Charlotte L. Shaw (REAL)  
CHARLOTTE L. SHAW

Signed, acknowledged and delivered in the presence of:

X Jane Allen  
Witness

X \_\_\_\_\_  
Witness

Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23 (c) 1997 CF1 ProServices, Inc. All rights reserved. [PA-D20 SHAWCL LN G3.OVL]



JUN - 2 2000

UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

CHAROLETTE L. SHAW, formerly  
CHARLOTTE VOLOSKY, d/b/a  
CL SHAW TRUCKING, INC. d/b/a  
PAINTINGS BY CHAR,

Debtor,

Bankruptcy No.: 00-21659 BM

Chapter No. 7

Motion No. 00-1817M

S&T BANK,

Movant,

v.

CHAROLETTE L. SHAW, formerly  
CHARLOTTE VOLOSKY, d/b/a  
CL SHAW TRUCKING, INC. d/b/a  
PAINTINGS BY CHAR, and ROBERT  
H. SLONE, ESQUIRE, TRUSTEE,

Respondents.

ORDER OF COURT

AND NOW, to-wit, this 31<sup>st</sup> day of May, 2000,  
upon consideration of the Motion for Relief from the Automatic Stay  
filed by S&T Bank, it is hereby ORDERED, ADJUDGED and DECREED that  
the Motion is granted and that the automatic stay be and hereby is  
terminated as it affects the interest of S&T Bank in real property  
of the Debtors known and numbered as RR 2, Box 76, Kilmer Road,  
DuBois, Pennsylvania 15801 as described in a Mortgage of record in  
the office of the Recorder of Deeds of Clearfield County,  
Pennsylvania in Mortgage Book Volume 1532, Page 590 and Mortgage  
Book Volume 1823, Page 340.

**FILED**

MAY 31 2000


  
United States Bankruptcy Judge

EXHIBIT "E"



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

COPY

**Notice of Proposed Termination of Court Case**

November 10, 2005

FILED

NOV 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

RE: 00-1062-CD

S & T Bank

Vs.

Charlotte Volosky (n/k/a Charlotte L. Shaw)

Dear Plaintiff/Defendant:

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

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

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

By the Court,

David S. Meholic  
Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1062-CD

S & T Bank

Vs.

Charlotte Volosky (n/k/a Charlotte L. Shaw)

Dear Plaintiff/Defendant:

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator

DO-1062-CD

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

*Amc*

Charlotte Volosky  
R. R. 2 Box 76  
DuBois, Pa

☐ A ☒ INSUFFICIENT ADDRESS  
☐ C ☒ ATTEMPTED NOT KNOWN  
☐ S ☒ NO SUCH NUMBER/ STREET  
- UNABLE TO FORWARD

☐ OTHER

**RTS**  
RETURN TO SENDER

CLEARFIELD  
NOV 10 05  
PA

NOV 10 05  
6706748

U.S. POSTAGE  
0.37



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
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PHONE: (814) 765-2641  
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MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1062-CD

S & T Bank

Vs.

Charlotte Volosky (n/k/a Charlotte L. Shaw)

Dear Plaintiff/Defendant:

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

By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick  
Court Administrator

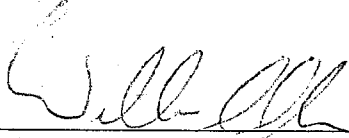
In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

  
William A. Shaw, Prothonotary

**FILED**  
MAY 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

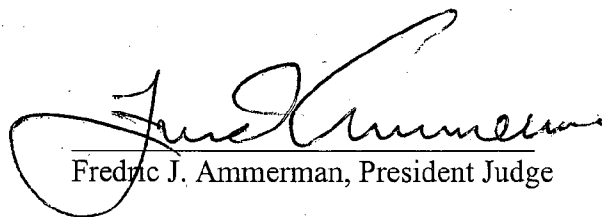
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3<sup>RD</sup> day of May, 2006, the Court hereby directs the  
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:

  
Fredric J. Ammerman, President Judge

FILED  
MAY 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
iec CIA  
iec MDJ  
Ford, Ireland, Rudella