

01-67-CD
CLEARFIELD BANK & TRUST COMPANY -vs- CHARLES TODD HOWELL et al

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-67-2
Plaintiff	:	
	:	Type of Pleading: Complaint
v.	:	
	:	Filed on Behalf of: Plaintiff
CHARLES TODD HOWELL and CINDY M.	:	
HOWELL, husband and wife,	:	Counsel of Record for Party:
Defendants	:	ALAN F. KIRK, ESQUIRE
	:	I.D. #36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

NOTICE TO DEFEND

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

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

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

FILED

JAN 12 2001

William A. Shaw
Prothonotary

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OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK & TRUST COMPANY	:	No.
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	:	I.D. #36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, Clearfield County, Pennsylvania 16830.
2. The Defendants are Charles Todd Howell and Cindy M. Howell, with a property address of R.R.1, Box 56, Route 970, Woodland, Pennsylvania 16881.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated July 2, 1996, in the principal amount of

\$56,700.00, a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Record Book 1770, Page 374.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$56,700.00 as set forth in Promissory Note dated July 2, 1996. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due September 2, 2000, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated September 29, 2000, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

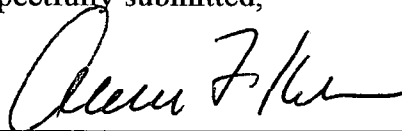
9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

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

(a)	Principal Balance	\$53,451.15
(b)	Interest per diem of 12.46258 from 8/03/00 until 1/03/01	\$ 1,932.34
(c)	Late Charges	\$ 79.91
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 5,345.12</u>
	FINAL TOTAL	\$60,824.02

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$60,824.02 plus interest at 8.75%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,



Alan F. Kirk
Attorney for Plaintiff

Dated: 1/05/00

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

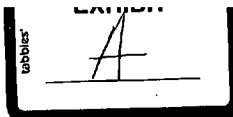


Karen L. Starck
Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

VOL 1770 PAGE 374

CLEARFIELD COUNTY
CLERK OF RECORD
TIME 1:36pm 7-2-96
BY Mark Weaver
FEES 17.50
Karen L. Starck, Recorder



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 2, 1996. The mortgagor is Charles Todd Howell and Cindy M. Howell ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of Pennsylvania, and whose address is Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Fifty-six Thousand Seven Hundred and no/100 Dollars U.S. \$ 56,700.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 2, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

SEE ATTACHED DESCRIPTION

which has the address of R.R. 1, Box 56, Woodland, Pennsylvania 16881 ("Property Address");
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)

HOWELL MORTGAGE DESCRIPTION

ALL that parcel of land, including improvements, located in Bradford Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post in the paving of Pennsylvania State Highway Route No. 970; thence South twelve degrees forty-three minutes East (S 12° 43' E) one hundred fifty-seven and five-tenths (157.5) feet to a point in the paving of Pennsylvania State Highway Route No. 970; thence South eight degrees no minutes East (S 08° 00' E) one hundred forty and seven-tenths (140.7) feet to a point in paving of Pennsylvania State Highway Route No. 970; thence North eighty-seven degrees eight minutes West (N 87° 08' W), passing through an iron pin twenty (20) feet from a point in paving, three hundred one and five-tenths (301.5) feet along line of land now or formerly of Clayton D. Maines and Kimberly J. Maines, husband and wife, to an iron pin on line of land now or formerly of Annie M. Shirey and Wade Shirey; thence North seven degrees no minutes East (N 07° 00' E) three hundred six (306.0) feet along line of said land now or formerly of Annie M. Shirey and Wade Shirey to an old iron pin; thence South eighty-three degrees no minutes East (S 83° 00' E) two hundred twelve (212.0) feet to point in paving on Pennsylvania State Highway Route No. 970, passing through an iron pin thirty-two and one-tenth (32.1) feet from said point in paving, being the place of beginning. Said parcel consists of 1.77 acres and the above description is based on a survey by Lex Curry, Registered Surveyor, dated September 30, 1985.

BEING the same premises conveyed to Charles Todd Howell and Cindy M. Howell by deed dated July 2, 1996 recorded in Clearfield County Record Volume 1770 Page 371 on July 2, 1996.

Environmental Hazards.

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform it's due diligence.
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal or hazardous or toxic substances or the discharge or release of the same in, on under or from the Property or requiring the clean-up or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon, or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Other(s) [specify] Residential Mortgage Addendum | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


Charles Todd Howell

(Seal)
—Borrower


Cindy M. Howell

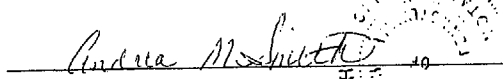
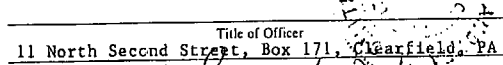
(Seal)
—Borrower

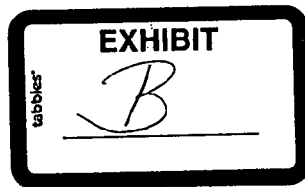
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 2nd day of July, 19 96, before me, Andrea M. Smith,
the undersigned officer, personally appeared Charles Todd & Cindy M. Howell, known to me (or satisfactorily proven) to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires:

Notarial Seal
Andrea M. Smith, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 28, 1999

I hereby certify that the precise address of the within Mortgagee (Lender) is


Title of Officer
11 North Second Street, Box 171, Clearfield, PA

Title of Officer



ALL that parcel of land, including improvements, located in Bradford Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a point in the paving of Pennsylvania State Highway Route No. 970; thence South twelve degrees forty-three minutes East ($S 12^{\circ} 43' E$) one hundred fifty-seven and five-tenths (157.5) feet to a point in the paving of Pennsylvania State Highway Route No. 970; thence South eight degrees no minutes East ($S 08^{\circ} 00' E$) one hundred forty and seven-tenths (140.7) feet to a point in paving of Pennsylvania State Highway Route No. 970; thence North eighty-seven degrees eight minutes West ($N 87^{\circ} 08' W$), passing through an iron pin twenty (20) feet from a point in paving, three hundred one and five-tenths (301.5) feet along line of land now or formerly of Clayton D. Maines and Kimberly J. Maines, husband and wife, to an iron pin on line of land now or formerly of Annie M. Shirey and Wade Shirey; thence North seven degrees no minutes East ($N 07^{\circ} 00' E$) three hundred six (306.0) feet along line of said land now or formerly of Annie M. Shirey and Wade Shirey to an old iron pin; thence South eighty-three degrees no minutes East ($S 83^{\circ} 00' E$) two hundred twelve (212.0) feet to point in paving on Pennsylvania State Highway Route No. 970, passing through an iron pin thirty-two and one-tenth (32.1) feet from said point in paving, being the place of BEGINNING. Said parcel consists of 1.77 acres and the above description is based on survey by Lex W. Curry, Registered Surveyor, dated September 30, 1985. A copy of said survey is attached.

NOTE

tabbies
C

075010

US\$ 56,700.00 July 2, 1996 Clearfield, Pennsylvania
City

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830, or order, the principal sum of

Fifty-six Thousand Seven Hundred and no/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 8.75 percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in
consecutive monthly installments of interest only for first four (4) months and
then Five Hundred One and 06/100----- Dollars (US \$

\$501.06) on the 2nd day of each month beginning

August 2, Interest 4 months then full payment 12-2-96, 1996. Such monthly installments shall continue until the entire indebtedness evidenced
by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

November 2, 2016

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to
Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the
option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder
may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to
collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to,
reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received
by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial
prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly
installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount
outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such
installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorser hereof. This
Note shall be the joint and several obligation of all makers, sureties, guarantors and endorser, and shall be binding upon them
and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower
at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any
notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the
address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated July 2, 1996,
and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Charles Todd Howell
Charles Todd Howell

Cindy M. Howell
Cindy M. Howell

R.D. 1, Box 56

Woodland, PA 16881
Property Address

(Execute Original Only)

HOMEOWNER'S NAME(S):

Charles Todd Howell

Cindy M. Howell

MAILING ADDRESS:

R.R. 1, Box 56

Woodland, PA 16881-9706

LOAN ACCT. NO.:

1078924

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

September 29, 2000

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

APPLICATION FOR MORTGAGE ASSISTANCE --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at: R.R. 1, Box 56, Woodland, PA 16881

IS SERIOUSLY IN DEFAULT because:

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

July, August, & September @ \$221.80 = \$670.40

Other charges (explain/itemize): Late Charges of \$5.00

TOTAL AMOUNT PAST DUE: \$670.40

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

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

EFFECT OF SHERIFF'S SALE --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

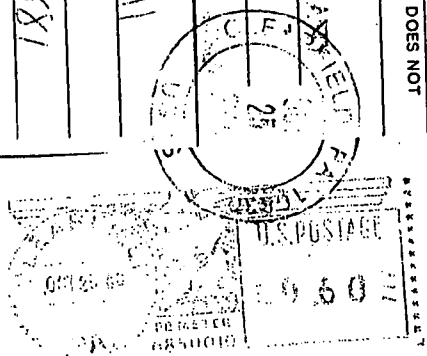
PS Form 3817, Mar. 1989

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

Received From:
 CLEARED BANK & TRUST COMPANY
 SECOND STREET
 CLEARFIELD PA 16801

One piece of ordinary mail addressed to:
 Charles T. Howell
 RR 1 Box 56
 Woodland Pa 16881

5450 0049 E200 0090 0002



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

Article Sent To:
 Charles T. Howell

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Name (Please Print Clearly) (to be completed by mailer)
 Charles T. Howell
 Street, Apt. No., or PO Box No.
 RR 1 Box 56
 City, State, ZIP+4
 Woodland PA 16881-9706

PS Form 3800, July 1999

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

Article Sent To:
 Cindy M. Howell

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Name (Please Print Clearly) (to be completed by mailer)
 Cindy M. Howell
 Street, Apt. No., or PO Box No.
 RR 1 Box 56
 City, State, ZIP+4
 Woodland PA 16881

PS Form 3800, July 1999

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cindy M. Howell
 RR 1 Box 56
 Woodland PA 16881

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature
 [Signature]
☐ Agent
☐ Addressee
☐ Yes
☐ No

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

3. Service Type
☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
 7000 0600 0023 6400 0552

102595-99-M-1789

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

CLEARFIELD BANK & TRUST COMPANY : No.
Plaintiff :
v. :
CHARLES TODD HOWELL and CINDY M. :
HOWELL, husband and wife, :
Defendants :
:

VERIFICATION

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

DATE: 1/09/01

CLEARFIELD BANK & TRUST COMPANY

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

FILED

Att'y at. 80.00
2cc Sheng

313:43 430
JAN 12 2001

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10593

CLEARFIELD BANK & TRUST COMPANY

01-67-CD

VS.

HOWELL, CHARLES TODD & CINDY M.

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 16, 2001 AT 11:22 AM EST SERVED THE WITHIN COMPLAINT ON CHARLES TODD HOWELL, DEFENDANT AT RESIDENCE, RR# 1, BOX 56, Rt. 970, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CINDY MARSHALL, LIVE-IN GIRLFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

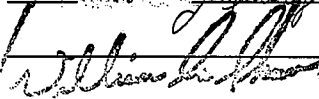
NOW JANUARY 16, 2001 AT 11:40 AM EST SERVED THE WITHIN COMPLAINT ON CINDY M. HOWELL, DEFENDANT AT RESIDENCE, 117 NICHOLS ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CINDY M. HOWELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs


Cost	Description
27.94	SHFF. HAWKINS PD. BY: ATTY.
20.00	SURCHARGE PD. BY: ATTY.

Sworn to Before Me This

23 Day Of January 2001


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

So Answers,


Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK & TRUST COMPANY : No. 01-67-CD
Plaintiff :
: Type of Pleading: PRAECIPE
: FOR DEFAULT JUDGMENT
v. :
: Filed on Behalf of: Plaintiff
CHARLES TODD HOWELL and CINDY M. :
HOWELL, husband and wife, :
Defendants : Counsel of Record for Party:
: ALAN F. KIRK, ESQUIRE
: I.D. #36893
: 1375 Martin Street, Suite 204
: State College, PA 16803
: (814)234.2048

FILED

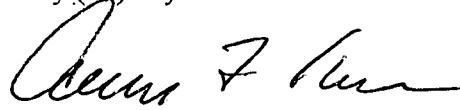
FEB 22 2001

William A. Shaw
Prothonotary

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

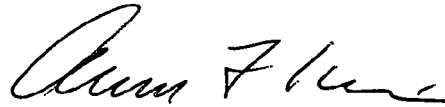
TO PROTHONOTARY:

Please enter Default Judgment in the amount of **SIXTY THOUSAND EIGHT HUNDRED TWENTY-FOUR AND 02/100 (\$60,824.02) DOLLARS** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to both Defendants on February 6, 2001 at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-67-CD
Plaintiff	:	
	:	Type of Pleading: PRAECIPE
	:	FOR DEFAULT JUDGMENT
v.	:	
	:	Filed on Behalf of: Plaintiff
CHARLES TODD HOWELL and CINDY M.	:	
HOWELL, husband and wife,	:	Counsel of Record for Party:
Defendants	:	ALAN F. KIRK, ESQUIRE
	:	I.D. #36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

TO PROTHONOTARY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No. 01-67-CD in the principal amount of
\$60,824.02 together with interest and costs of suit.

By:



Alan F. Kirk, Esquire
1375 Martin Street, Suite 204
State College, PA 16803
Telephone: 814.234.2048

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Ms. Cindy M. Howell
117 Nichols Street
Clearfield, PA 16830

2. Article Number (Copy from service label)

7099 3400 0013 3792 0702

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) TOURNA B. Date of Delivery 2001

C. Signature

Cindy M. Howell ☒ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-99-M-172

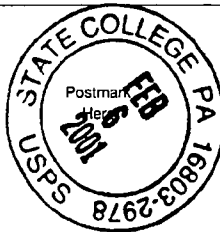
U.S. Postal Service CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Cindy M. Howell

Postage	\$ <u>.34</u>
Certified Fee	<u>1.90</u>
Return Receipt Fee (Endorsement Required)	<u>1.50</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>3.74</u>



Name (Please Print Clearly) (to be completed by mailer)

Cindy M. Howell
Street, Apt. No., or PO Box No. 117 Nichols Street
City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800, July 1999

See Reverse for Instructions

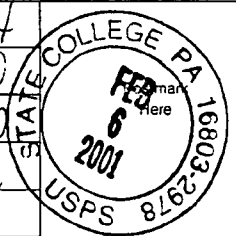
U.S. Postal Service CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Charles Todd Howell

Postage	\$ <u>.34</u>
Certified Fee	<u>1.90</u>
Return Receipt Fee (Endorsement Required)	<u>1.50</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>3.74</u>



Name (Please Print Clearly) (to be completed by mailer)

Charles Todd Howell
Street, Apt. No., or PO Box No. RR1, Box 56, Rt 970
City, State, ZIP+4 Woodland, PA 16881

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Charles Todd Howell
RRI, Box 56, Rt. 970
Woodland, PA 16881

2. Article Number (Copy from service label)

7099 3400 0013 3792 0719

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1785

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Charles Howell

JUL 10 1999

C. Signature

x [Signature]

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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

CLEARFIELD BANK & TRUST COMPANY
Plaintiff

v.

CHARLES TODD HOWELL and CINDY M.
HOWELL, husband and wife,

Defendants

No. 01-67-CD

Type of Pleading: 10-Day Notice

Filed on Behalf of: Plaintiff

Counsel of Record for Party:
ALAN F. KIRK, ESQUIRE
I.D. #36893

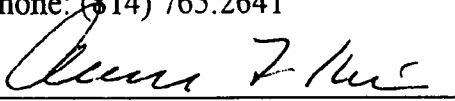
1375 Martin Street, Suite 204
State College, PA 16803
(814)234.2048

IMPORTANT NOTICE

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

Date: 1-04-01

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


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

Charles Todd Howell-Certified Mail #7099 3400 0013 3792 0719, RRR
Cindy M. Howell-Certified Mail #7099 3400 0013 3792 0702, RRR

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

CLEARFIELD BANK & TRUST COMPANY
Plaintiff

v.

CHARLES TODD HOWELL and CINDY M.
HOWELL, husband and wife,

Defendants

No. 01-67-CD

Type of Pleading: 10-Day Notice

Filed on Behalf of: Plaintiff

Counsel of Record for Party:
ALAN F. KIRK, ESQUIRE
I.D. #36893

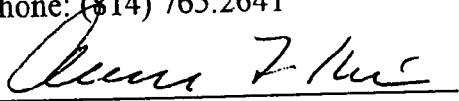
1375 Martin Street, Suite 204
State College, PA 16803
(814)234.2048

IMPORTANT NOTICE

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Date: 11-04-01

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


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

Charles Todd Howell-Certified Mail #7099 3400 0013 3792 0719, RRR
Cindy M. Howell-Certified Mail #7099 3400 0013 3792 0702, RRR

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

COPY

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2001-00067-CD

Real Debt: \$60,824.02

Atty's Comm:

Vs.

Costs: \$

Int. From:

Charles Todd Howell
Cindy M. Howell
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 22, 2001

Expires: February 22, 2006

Certified from the record this 22nd of February, 2001.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CLEARFIELD BANK & TRUST COMPANY :
Plaintiff :

v. :

CHARLES TODD HOWELL and CINDY M. :
HOWELL, husband and wife, :
Defendants :

No. 01-67-CD

Type of Pleading: PRAECIPE
FOR DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

Counsel of Record for Party:
ALAN F. KIRK, ESQUIRE
I.D. #36893

1375 Martin Street, Suite 204
State College, PA 16803
(814)234.2048

TO: CHARLES TODD HOWELL

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 60,824.02 on February 22, 2001.

, Prothonotary

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

COPY

CLEARFIELD BANK & TRUST COMPANY :
Plaintiff :

No. 01-67-CD

Type of Pleading: PRAECIPE
FOR DEFAULT JUDGMENT

v. :

Filed on Behalf of: Plaintiff

CHARLES TODD HOWELL and CINDY M. :
HOWELL, husband and wife, :
Defendants :

Counsel of Record for Party:
ALAN F. KIRK, ESQUIRE
I.D. #36893

1375 Martin Street, Suite 204
State College, PA 16803
(814)234.2048

TO: CINDY M. HOWELL

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 60,824.02 on February 22, 2001.

, Prothonotary

Date: 02/23/2001

Clearfield County Court of Common Pleas

User: DGREGG

Time: 09:46 AM

ROA Report

Page 1 of 1

Case: 2001-00067-CD

Current judge: No Judge

Date		Judge
<hr/>		
Clearfield Bank & Trust Companyvs.Charles Todd Howell, Cindy M. Howell		
01/12/2001	Filing: Complaint in Mortgage Foreclosure Paid by: Kirk, Alan F. (attorney for Clearfield Bank & Trust) Receipt number: 1816654 Dated: 01/12/2001 Amount: \$80.00 (Check) (Property is located in Bradford Township, Clearfield County, Pennsylvania) Two Certified Copies to Sheriff	No Judge
01/23/2001	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Costs; \$47.94	No Judge
02/22/2001	Filing: Agreement or Writ of Revival Paid by: Kirk, Alan F. (attorney for Clearfield Bank & Trust Company) Receipt number: 1818772 Dated: 02/22/2001 Amount: \$20.00 (Check)	No Judge

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-67-CD
Plaintiff	:	
	:	Type of Pleading: Writ of Execution
v.	:	
	:	Filed on Behalf of: Plaintiff
CHARLES TODD HOWELL and CINDY M.	:	
HOWELL, husband and wife,	:	Counsel of Record for Party:
Defendants	:	ALAN F. KIRK, ESQUIRE
	:	I.D. #36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

MAR 05 2001

WRIT OF EXECUTION
NOTICE

William A. Shaw
Prothonotary

TO: CHARLES TODD HOWELL and CINDY M. HOWELL

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

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

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

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

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

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-67-CD
Plaintiff	:	
	:	Type of Pleading: Writ of Execution
v.	:	
	:	Filed on Behalf of: Plaintiff
CHARLES TODD HOWELL and CINDY M.	:	
HOWELL, husband and wife,	:	Counsel of Record for Party:
Defendants	:	ALAN F. KIRK, ESQUIRE
	:	I.D. #36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above named defendants, **CHARLES TODD HOWELL** and **CINDY M. HOWELL**, claim exemption of property from levy or attachment:

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

_____;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:

- (a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property): _____

- (b) Social Security benefits on deposit in the amount of \$ _____;
- (c) Other (specify amount and basis of exemption): _____

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

(telephone number)

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

Date:

Charles Todd Howell

Date:

Cindy M. Howell

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:
CLEARFIELD COUNTY COURTHOUSE
(814)765.2641

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-67-CD
Plaintiff	:	
	:	Type of Pleading: Praeipe
v.	:	
	:	Filed on Behalf of: Plaintiff
CHARLES TODD HOWELL and CINDY M.	:	
HOWELL, husband and wife,	:	Counsel of Record for Party:
	:	ALAN F. KIRK, ESQUIRE
Defendants	:	I.D. #36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

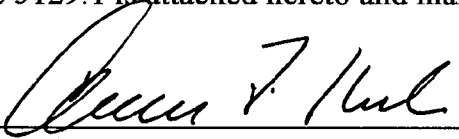
Amount due: **\$60,824.02**

Plus continuing interest of 8.75% on the principal balance from **September 2, 2000**, plus costs.

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

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

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



Alan F. Kirk, Esquire
Attorney for Plaintiff

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

Charles Todd Howell
RR1 Box 56, Route 970
Woodland, PA 16881

Cindy M. Howell
117 Nichols Street
Clearfield, PA 16870

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

Charles Todd Howell
RR1 Box 56, Route 970
Woodland, PA 16881

Cindy M. Howell
117 Nichols Street
Clearfield, PA 16870

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

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

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

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

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

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

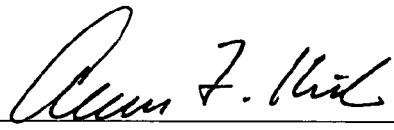
Clearfield County Tax Claim Bureau
Clearfield, PA 16830

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

None

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

Date: 3-2-1



Alan F. Kirk, Esq.
Attorney for Plaintiff

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-67-CD
Plaintiff	:	
	:	
	:	
CHARLES TODD HOWELL and CINDY M.	:	
HOWELL, husband and wife,	:	
Defendants	:	
	:	

SHERIFF'S SALE OF VALUABLE REAL ESTATE

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

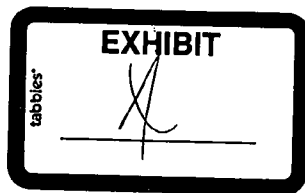
TERMS OF SALE

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

NOTICE

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

CHESTER A. HAWKINS, SHERIFF



ALL that parcel of land, including improvements, located in Bradford Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a point in the paving of Pennsylvania State Highway Route No. 970; thence South twelve degrees forty-three minutes East ($S 12^{\circ} 43' E$) one hundred fifty-seven and five-tenths (157.5) feet to a point in the paving of Pennsylvania State Highway Route No. 970; thence South eight degrees no minutes East ($S 08^{\circ} 00' E$) one hundred forty and seven-tenths (140.7) feet to a point in paving of Pennsylvania State Highway Route No. 970; thence North eighty-seven degrees eight minutes West ($N 87^{\circ} 08' W$), passing through an iron pin twenty (20) feet from a point in paving, three hundred one and five-tenths (301.5) feet along line of land now or formerly of Clayton D. Maines and Kimberly J. Maines, husband and wife, to an iron pin on line of land now or formerly of Annie M. Shirey and Wade Shirey; thence North seven degrees no minutes East ($N 07^{\circ} 00' E$) three hundred six (306.0) feet along line of said land now or formerly of Annie M. Shirey and Wade Shirey to an old iron pin; thence South eighty-three degrees no minutes East ($S 83^{\circ} 00' E$) two hundred twelve (212.0) feet to point in paving on Pennsylvania State Highway Route No. 970, passing through an iron pin thirty-two and one-tenth (32.1) feet from said point in paving, being the place of BEGINNING. Said parcel consists of 1.77 acres and the above description is based on survey by Lex W. Curry, Registered Surveyor, dated September 30, 1985. A copy of said survey is attached.

FILED

MAR 05 2001
07:33 PM
William A. Shaw
Prothonotary

W. A. Shaw

W. A. Shaw

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

COPY

Clearfield Bank & Trust Company,

Vs.

NO.: 2001-00067-CD

Charles Todd Howell ,
Cindy M. Howell ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, , Plaintiff(s) from
CHARLES TODD HOWELL , CINDY M. HOWELL , Defendant(s):

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

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

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying
any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise
disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other
than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined
as above stated.

AMOUNT DUE: \$60,824.02
INTEREST: \$8.75% on the principal balance from
September 2, 2000.
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/05/2001

PAID: \$120.00

SHERIFF: \$

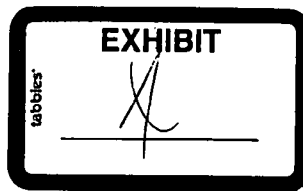
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Alan F. Kirk, Esquire
1375 Martin Street
State College, PA 16803

Sheriff



ALL that parcel of land, including improvements, located in Bradford Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a point in the paving of Pennsylvania State Highway Route No. 970; thence South twelve degrees forty-three minutes East ($S 12^{\circ} 43' E$) one hundred fifty-seven and five-tenths (157.5) feet to a point in the paving of Pennsylvania State Highway Route No. 970; thence South eight degrees no minutes East ($S 08^{\circ} 00' E$) one hundred forty and seven-tenths (140.7) feet to a point in paving of Pennsylvania State Highway Route No. 970; thence North eighty-seven degrees eight minutes West ($N 87^{\circ} 08' W$), passing through an iron pin twenty (20) feet from a point in paving, three hundred one and five-tenths (301.5) feet along line of land now or formerly of Clayton D. Maines and Kimberly J. Maines, husband and wife, to an iron pin on line of land now or formerly of Annie M. Shirey and Wade Shirey; thence North seven degrees no minutes East ($N 07^{\circ} 00' E$) three hundred six (306.0) feet along line of said land now or formerly of Annie M. Shirey and Wade Shirey to an old iron pin; thence South eighty-three degrees no minutes East ($S 83^{\circ} 00' E$) two hundred twelve (212.0) feet to point in paving on Pennsylvania State Highway Route No. 970, passing through an iron pin thirty-two and one-tenth (32.1) feet from said point in paving, being the place of BEGINNING. Said parcel consists of 1.77 acres and the above description is based on survey by Lex W. Curry, Registered Surveyor, dated September 30, 1985. A copy of said survey is attached.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10805

CLEARFIELD BANK & TRUST COMPANY

01-67-CD

VS.

HOWELL, CHARLES TODD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, APRIL 2, 2001, AT 11:30 AM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

A SALE IS SET FOR FRIDAY, JUNE 1, 2001, AT 10:00 AM O'CLOCK.

**NOW, APRIL 2, 2001, AT 1:45 PM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON CHARLES TODD HOWELL,
DEFENDANT, AT HIS PLACE OF EMPLOYMENT, COMET MARKET, 1323 WALTON
STREET, CHESTER HILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING
TO CHARLES TODD HOWELL, DEFENDANT, A TRUE AND ATTESTED COPY OF
THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, APRIL 2, 2001, AT 2:30 PM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON CINDY M. HOWELL, DEFENDANT,
AT HER PLACE OF RESIDENCE, 117 NICHOLS STREET, CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA, 16830 BY HANDING TO CINDY M.
HOWELL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL
WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN
TO HER THE CONTENTS THEREOF.**

**NOW, JUNE 1, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.
PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR TWENTY-FIVE THOUSAND
DOLLARS (\$25,000.00) PLUS COSTS.**

**NOW, JUNE 18, 2001, RECEIVED PLAINTIFFS CHECK #128171 IN THE AMOUNT OF
ONE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND EIGHTY-SIX CENTS
(\$1,635.86) FOR COSTS DUE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10805

CLEARFIELD BANK & TRUST COMPANY

01-67-CD

VS.

HOWELL, CHARLES TODD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 19, 2001, CALLED LORI KURTZ AT CLEARFIELD BANK AND TRUST COMPANY AND ASKED HER TO SEND A CHECK FOR FOURTEEN DOLLARS AND FIFTY CENTS (\$14.50) FOR FIRE HYDRANT ASSESSMENT DUE BRADFORD TOWNSHIP.

NOW, JUNE 20, 2001, PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS, FILED DEED THIS DATE.

NOW, JULY 6, 2001, RECEIVED PLAINTIFF CHECK #128740 IN THE AMOUNT OF FOURTEEN DOLLARS AND FIFTY CENTS (\$14.50) FOR FIRE HYDRANT ASSESSMENT DUE BRADFORD TOWNSHIP. GAVE DEED TO LORI KURTZ THIS DATE.

NOW, JULY 10, 2001, RETURN WRIT AS SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR TWENTY FIVE THOUSAND (\$25,000.00) PLUS COSTS, COSTS HAVE BEEN PAID AND DEED FILED.

SHERIFF HAWKINS \$690.28

SURCHARGE 40.00

PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10805

CLEARFIELD BANK & TRUST COMPANY

01-67-CD

VS.

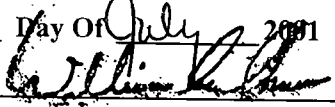
HOWELL, CHARLES TODD

WRIT OF EXECUTION REAL ESTATE

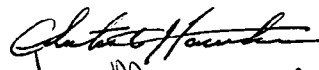
SHERIFF RETURNS

Sworn to Before Me This

11th Day Of July 2001


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

So Answers,


by Margaret W. Pratt
Chester A. Hawkins
Sheriff

FILED

JUL 11 2001
019:101
William A. Shaw
Prothonotary

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JUNE 4, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 1st day of JUNE 2001, I exposed the within described real estate of CHARLES TODD HOWELL AND CINDY M. HOWELL

to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$ 25,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		2.60
LEVY		15.00
MILEAGE		2.60
POSTING		15.00
CSDS		10.00
COMMISSION 2%		500.00
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		1.00
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES		10.00
BILLING		
TOTAL SHERIFF COSTS	\$	690.28

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
TOTAL DEED COSTS		\$20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 60,824.02
INTEREST OF 8.75% ON THE PRINCIPAL BALANCE FROM SEPTEMBER 2, 2000	TO BE ADDED

TOTAL DEBT & INTEREST	\$ 60,824.02
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COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	268.26
ADVERTISING	
LATE CHARGES & FEES	
TAXES-Collector	290.00
TAXES-Tax Claim	1,038.57
COSTS OF SUIT-To Be Added	
LIST OF LIENS	
MORTGAGE SEARCH	135.00
ACKNOWLEDGEMENT	
DEED COSTS	20.50
ATTORNEY COMMISSION	690.28
SHERIFF COSTS	87.75
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

TOTAL COSTS	\$ 2,650.36
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

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