

01-75-CD
CLEARFIELD BANK & TRUST COMPANY -vs- WILLIAM S. ALBERT

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-75-CD
Plaintiff	:	Type of Pleading: Complaint
v.	:	Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT	:	
Defendant	:	Counsel of Record for Party: 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 16 2001

William A. Shaw
Prothonotary

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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 Defendant is William S. Albert, with a property address of RR1, Box 219CC, West Decatur, Pennsylvania 16878.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated June 11, 1999, in the principal amount of \$40,461.93, 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 Instrument No. 199909930 on June 16, 1999.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Boggs, County of Clearfield, 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 \$40,461.93 as set forth in an Installment Loan Contract dated June 11, 1999. A true and correct copy of the said Contract 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 August 16, 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 November 16, 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.

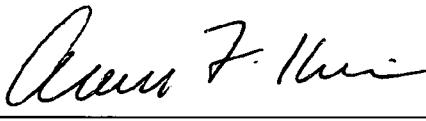
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 37,634.72
(b)	Interest per diem of 10.31088 from 7/16/00 to 1/04/01	\$ 1,925.56
(c)	Late Charges	\$ 12.50
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 3,763.47</u>
FINAL TOTAL		\$43,351.75

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$43,351.75 plus interest at 10 %, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated: 1/05/00



Alan F. Kirk
Attorney for Plaintiff

EXHIBIT

tabbed

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER

199909930

RECORDED ON

Jun 16, 1999

11:38:55 AM

RECORDING FEES -
CNY IMPROVEMENT \$15.00
UND \$0.00
RECORDER \$0.00
IMPROVEMENT FUND \$0.00
STATE WRIT TAX \$0.00
TOTAL \$15.00
C.R.C.

Space Above This Line For Recording Data

Commonwealth of Pennsylvania

MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 06/11/99 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: WILLIAM S ALBERT
RR 1 BOX 219CC
WEST DECATUR PA 16878-9732

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

LENDER: CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST, P O BOX 171
CLEARFIELD, PA 16830

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

The property is located in CLFD CO/BOGGS TWP at
(County)

RR #1 BOX 219CC WEST DECATUR Pennsylvania 16878
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 40,461.93 This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.

8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.

ALL THAT CERTAIN tract of land located in the Township of Boggs, County of Clearfield, Commonwealth of Pennsylvania, designated as Lot No. 2 on the Daniel K. Stoltzus and Amos K. Stoltzus Plan of Subdivision prepared by Lex W. Curry, P.L.S., dated February 21, 1991 and recorded in Book 27, Page 1, revised February 1, 1992, bounded and described as follows:

BEGINNING at a 1 inch pin (found) at the common corner of lands of Billy J. Lumadue, William Butler and lands of the Wendell Bailey Trustees, said pin being the southeast corner of land of the Grantor, as described in Deed Book 1375, Page 483, said place of beginning being the southeast corner of the parcel herein conveyed and running:

1. Thence along the northern line of lands of Wendell Bailey Trustees and along the northern line of Lot Number 3 North 82 degrees 10 minutes 36 seconds West, a distance of 4,051.78 feet to a $\frac{1}{4}$ inch rebar (set) on the eastern right-of-way line of Pennsylvania State Route SR-0153;
2. Thence along the eastern right-of-way line of Pennsylvania State Route SR 0153, the following courses and distances:

Along an arc or a circle 976.81 feet in radius curving to the right an arc distance of 240.94 feet, the chord of said arc running North 53 degrees 19 minutes 55 seconds East, a distance of 240.33 feet to a point;

North 60 degrees 23 minutes 54 seconds East a distance of 93.64 feet to a $\frac{1}{2}$ inch rebar (found);

North 29 degrees 04 minutes 07 seconds West a distance of 50.00 feet to a $\frac{1}{2}$ inch rebar (found);

North 60 degrees 23 minutes 54 seconds East a distance of 632.99 feet to a point;

Along an arc or a circle 1,267.12 feet in radius curving to the left an arc distance of 73.95 feet, the chord of said arc running North 58 degrees 43 minutes 35 seconds East a distance of 73.91 feet to a $\frac{1}{4}$ inch rebar found;

North 32 degrees 56 minutes 44 seconds West a distance of 30.00 feet to a $\frac{1}{2}$ inch rebar (found);

Along an arc or a circle 1,237.12 feet in radius curving to the left an arc distance of 525.43 feet, the chord of said arc running North 44 degrees 53 minutes 13 seconds East, a distance of 521.49 feet to a $\frac{1}{2}$ inch rebar set, said rebar being the southwest corner of the Lot Number 1;

3. Thence through lands of the Grantor for a new subdivision line and along the southern line of Lot Number 1 South 74 degrees 06 minutes 17 seconds East, a distance of 2,521.39 feet to a $\frac{1}{4}$ inch rebar (set) said rebar being on the western line of lands of the aforementioned Billy J.

Lumadue;

4. Thence along the western line of lands of Billy J. Lumadue South 23 degrees 59 minutes 33 seconds East a distance of 919.61 feet to a 1 inch pin (found) and place of beginning.

CONTAINING 72.122 acres including an area of questionable title as shown on map prepared by Lex W. Curry dated February 21, 1991 and revised on February 1, 1992. Bearing based on the northern line of lands of the Pennsylvania State Game Lands as described in Deed Book 1375, Page 483, which in turn is based on survey map prepared for the Burton Merritt Heirs by Lex W. Curry, dated October 26, 1976.

THIS description also includes an area located at the southeast corner of the above-described lands that is being claimed by Billy J. Lumadue by title obtained at a Clearfield County Tax Sale, in which Clearfield County sold lands that were shown on the tax assessment map as UNKNOWNS.

BEING A PORTION OF THE SAME PREMISES conveyed unto the Grantors herein, by deed recorded in the Clearfield County Recorder of Deeds Office in Record Book 1375, Page 483.

FOR that portion of the premises of questionable title formerly of Billy J. Lumadue, Seller shall provide no guaranty or warranty of title, nor is there any guaranty or warranty regarding the location on the premises of that portion thereof formerly of Billy J. Lumadue.

And the said Grantors do hereby warrant specially the premises herein conveyed.

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

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EARFIELD, BANK & TRUST COMPANY
N. SECOND ST, P O BOX 171
EARFIELD, PA 16830

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

TERMS FOLLOWING A APPLY ONLY IF CHECKED

ATE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: forty thousand four hundred sixty one & 93/100 Dollars \$ 40,461.93

is interest from June 16, 1999 at the rate of 10.0000 % per year until June 16, 2009

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of , and it will be paid in cash. paid pro rata over the loan term. withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

VARIABLE RATE - The rate above may change so as always to be the following index rate:

The interest rate may not change more than % each . The annual interest rate in effect on this note will not at any time be more than % or less than %. The interest rate in effect on this note may change (as often as) (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in the amount of each scheduled payment. the amount due at maturity. the number of payments.

YMENT - I will pay this note as follows:

(a) Interest due:

Principal due:

(b) This note has 120 payments. The first payment will be in the amount of \$ 535.68 and will be due 07/16/99. A payment of \$ 535.68 will be due on the 16th day of each Month

thereafter. The final payment of the entire unpaid balance of principal and interest will be due June 16, 2009

TEREST - Interest accrues on a Actual/365 basis.

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of if I pay this loan off before you have earned that much in

ANCE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount or \$ 2.50, whichever is Less.

THE PURPOSE OF THIS LOAN IS - CONSOLIDATION

ECURITY - You have certain rights that may affect my property as explained on page 3. This loan is is not further secured.

(a) This loan is secured by MORTGAGE, dated 06/11/99.

(b) Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 3 of this agreement.

1988 COUNTRY MANOR MH - AP8895

1998 KUBOTA 155 TRACTOR - FRONT END LOADER & BUCKET

SN626039 & L2500B5158

This Property will be used for Personal purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>10.0100</u> e %	FINANCE CHARGE The dollar amount the credit will cost me. <u>\$ 23,819.49</u> e	AMOUNT FINANCED The amount of credit provided to me or on my behalf. <u>\$ 40,461.93</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. <u>\$ 64,281.42</u> e	I have the right to receive at this time an itemization of the Amount Financed. <input checked="" type="checkbox"/> YES - I want <input type="checkbox"/> an itemization. <input type="checkbox"/> NO - I do not want an itemization.
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		"e" means an estimate.
119	\$ <u>535.68</u>	Monthly Beginning - <u>July 16, 1999</u>	e	
1	\$ <u>535.50</u>	<u>June 16, 2009</u>		\$ <u> </u> Filing Fees
	\$ <u> </u>			\$ <u> </u> Nonfiling Insurance
	\$ <u> </u>			

This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Variable Rate My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
(Check one) The annual percentage rate may increase during the term of this transaction if

Any increase will take the form of .
If the rate increases by % in , the . The rate may not increase more often than once , and may not increase more than % each . The rate will not go above %.

Security - I am giving a security interest in: (brief description of other property)
RES W DECATUR/KUBOTA TR & LOADER, BUCKET/1988 CNTRY

the goods or property being purchased.
 collateral securing other loans with you may also secure this loan.

my deposit accounts and other rights to the payment of money from you.

Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 5.000 % of the unpaid amount.
or \$ 2.50, whichever is Less.

Prepayment - If I pay off this note early, may will not have to pay a minimum finance charge.

If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.
I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CONSUMER LOAN - NOT FOR OPEN-END CREDIT

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance below.

Type	Premium	Term
Credit Life	1,744.55	120 Months
Credit Disability		
Joint Credit Life		
Joint Disability		
Name of Insurer	AMERICAN GENERAL ASSURANCE COMPANY	
<input checked="" type="checkbox"/> do <input type="checkbox"/> do not want credit life insurance.		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit disability insurance.		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want joint credit life insurance.		
<input type="checkbox"/> do <input checked="" type="checkbox"/> do not want Joint Disability insurance.		
X <i>Richie Koen S. Schubert</i>	DOB 3/18/42	
X	DOB	

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ _____
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ _____
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ 1,744.55
to Public Officials	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
(less) PREPAID FINANCE CHARGE(S)	\$ _____
Amount Financed	\$ 40,461.93

(Add all items financed and subtract prepaid finance charges.)

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 and page 2 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record. If any payment due under this loan does not equal or exceed the amount of interest due, you may, at your option, increase the amount of the payment due and all future payments to an amount that will pay off this loan in equal payments over the remaining term of this loan.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

INDEX - If you and I have agreed that the interest rate on this note will be variable and will be related to an index, then the index you select will function only as a tool for settling the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will have a particular relationship to the interest rate you charge on any other loans or any type or class of loans with your other customers.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs at the earliest of the following:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal;
- On the date you accelerate the due date of this loan (demand immediate payment); or
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

ADVANCE PROCEDURE AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;
- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
- Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- The Property is damaged, destroyed or stolen;
- I fail to provide any additional security that you may require;
- Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
- Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my behalf;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish this information on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NOTICE OF PROPOSED INSURANCE - I take notice that group credit life insurance and/or group credit accident and health insurance coverage will be applicable to this contract if so marked above and each type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to me a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure either such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (i) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (ii) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____
X _____

NOTICE TO COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

DISBURSEMENT

AMOUNT GIVEN TO CUSTOMER

AMOUNT PAID ON MY ACCOUNT

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

CB&T--#1079806	11,235.19
CB&T--30411799	22,152.19
CB&T--#30412372	5,330.00

(Optional)	
Signed	TERRY W. FEATHERS
Title	LOAN OFFICER

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ABOVE BEFORE SIGNING.

Signature William S. Albert
WILLIAM S ALBERT

Signature _____

Signature _____

Signature _____

HOMEOWNER'S NAME(S):

William S. Albert

MAILING ADDRESS:

R.R. 1, Box 219CC

LOAN ACCT. NO.:

West Decatur, PA 16878-9732

ORIGINAL LENDER:

625515

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

Clearfield Bank & Trust CompanyNovember 16, 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: RR 1, Box 219CC West Decatur

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:

September, October & November @ \$335.68 = \$2,142.72

Other charges (explain/itemize): Late Charges of \$10.00

TOTAL AMOUNT PAST DUE: \$2,152.72



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:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

SENDER: <ul style="list-style-type: none"> ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered. 		I also wish to receive the following services (for an extra fee): <ul style="list-style-type: none"> 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery <p>Consult postmaster for fee.</p>
3. Article Addressed to: <p>William S Albert RR 1 Box 219cc West Decatur, Ga 10878-9730</p>		4a. Article Number 7000 0000 0023 6400 0101 4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD 7. Date of Delivery 11/18/02
5. Received By: (Print Name) William S Albert 6. Signature: (Addressee or Agent) X William S Albert		8. Addressee's Address (Only if requested and fee is paid) LAK

PS Form 3811, December 1994

102395-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
Article Sent To:		
7000 0000 0101	Postage	\$
	Certified Fee	
	Return Receipt Fee (Endorsement Required)	
	Restricted Delivery Fee (Endorsement Required)	
	Total Postage & Fees	\$
Postmark Here		
LAK		
Name (Please Print Clearly) (to be completed by mailer) William S Albert Street, Apt. No., or PO Box No. RR 1 Box 219cc City, State, ZIP+4 West Decatur, Ga 10878-9730		
PS Form 3800, July 1996		
See Reverse for Instructions		

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

CLEARFIELD BANK & TRUST COMPANY : No.
Plaintiff :
:
v.
:
WILLIAM S. ALBERT :
Defendant :
:

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

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

DATE: 1/09/01

FILED

RECEIVED
JAN 16 2001
M 11341 COTY TKT
William A. Shaw
Prothonotary
PD \$80.00

DeShayes

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10601

CLEARFIELD BANK & TRUST COMPANY

01-75-CD

VS.
ALBERT, WILLIAM S.

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 1, 2001 AT 10:25 AM EST SERVED THE WITHIN COMPLAINT
ON WILLIAM S. ALBERT, DEFENDANT AT RESIDENCE, RR 1, BOX 219CC,
WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
WILLIAM ALBERT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING

Return Costs

Cost	Description
29.78	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

FEB 08 2001
01045 Am
William A. Shaw
Prothonotary
[Signature]

Sworn to Before Me This
8th Day Of February 2001
Chester A. Hawkins

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

COPY

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

CLEARFIELD BANK & TRUST COMPANY : No. 01-75-CO
Plaintiff : Type of Pleading: Complaint
v. : Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT :
Defendant : Counsel of Record for Party:
: 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

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

JAN 16 2001

Attest.

William S. Albert
Prothonotary

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

CLEARFIELD BANK & TRUST COMPANY	:	No.
Plaintiff	:	Type of Pleading: Complaint
v.	:	Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT	:	
Defendant	:	Counsel of Record for Party: ALAN F. KIRK, ESQUIRE 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 Defendant is William S. Albert, with a property address of RR1, Box 219CC, West Decatur, Pennsylvania 16878.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated June 11, 1999, in the principal amount of \$40,461.93, 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 Instrument No. 199909930 on June 16, 1999.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Boggs, County of Clearfield, 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 \$40,461.93 as set forth in an Installment Loan Contract dated June 11, 1999. A true and correct copy of the said Contract 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 August 16, 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 November 16, 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.

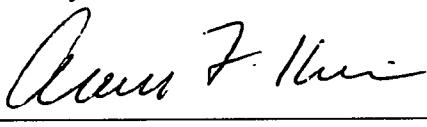
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 37,634.72
(b)	Interest per diem of 10.31088 from 7/16/00 to 1/04/01	\$ 1,925.56
(c)	Late Charges	\$ 12.50
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 3,763.47</u>
FINAL TOTAL		\$43,351.75

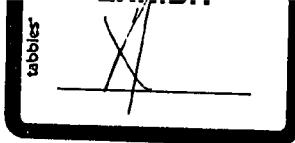
WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$43,351.75 plus interest at 10 %, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated: 1/05/00



Alan F. Kirk
Attorney for Plaintiff



KAREN L. STARCH
GISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199909930
RECORDED ON
JUN 16 1999
11:38:55 AM
Recording Data
Space Above This Line For Recording Data
MORTGAGE

Commonwealth of Pennsylvania

MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 06/11/99 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: WILLIAM S ALBERT
RR 1 BOX 219CC
WEST DECATUR PA 16878-9732

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

LENDER: CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST, P O BOX 171
CLEARFIELD, PA 16830

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

CLFD CO/199907870

The property is located in CLEFD CO/BOOGES TWP at
(County)

RR #1 BOX 219CC , WEST DECATUR , Pennsylvania 16878
(Address) (City) (ZIP Code)

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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 40,461.93 This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.

8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.

ALL THAT CERTAIN tract of land located in the Township of Boggs, County of Clearfield, Commonwealth of Pennsylvania, designated as Lot No. 2 on the Daniel K. Stoltzfus and Amos K. Stoltzfus Plan of Subdivision prepared by Lex W. Curry, P.L.S., dated February 21, 1991 and recorded in Book 27, Page 1, revised February 1, 1992, bounded and described as follows:

BEGINNING at a 1 inch pin (found) at the common corner of lands of Billy J. Lumadue, William Butler and lands of the Wendell Bailey Trustees, said pin being the southeast corner of land of the Grantor as described in Deed Book 1375, Page 483, said place of beginning being the southeast corner of the parcel herein conveyed and running:

1. Thence along the northern line of lands of Wendell Bailey Trustees and along the northern line of Lot Number 3 North 82 degrees 10 minutes 36 seconds West, a distance of 4,051.78 feet to a $\frac{3}{4}$ inch rebar (set) on the eastern right-of-way line of Pennsylvania State Route SR-0153;
2. Thence along the eastern right-of-way line of Pennsylvania State Route SR 0153, the following courses and distances:

Along an arc or a circle 976.81 feet in radius curving to the right an arc distance of 240.94 feet, the chord of said arc running North 53 degrees 19 minutes 55 seconds East, a distance of 240.33 feet to a point;

North 60 degrees 23 minutes 54 seconds East a distance of 93.64 feet to a $\frac{1}{2}$ inch rebar (found);

North 29 degrees 04 minutes 07 seconds West a distance of 50.00 feet to a $\frac{1}{2}$ inch rebar (found);

North 60 degrees 23 minutes 54 seconds East a distance of 632.99 feet to a point;

Along an arc or a circle 1,267.12 feet in radius curving to the left an arc distance of 73.95 feet, the chord of said arc running North 58 degrees 43 minutes 35 seconds East a distance of 73.91 feet to a $\frac{1}{4}$ inch rebar found;

North 32 degrees 56 minutes 44 seconds West a distance of 30.00 feet to a $\frac{1}{2}$ inch rebar (found);

Along an arc or a circle 1,237.12 feet in radius curving to the left an arc distance of 525.43 feet, the chord of said arc running North 44 degrees 53 minutes 13 seconds East, a distance of 521.49 feet to a $\frac{1}{2}$ inch rebar set, said rebar being the southwest corner of the Lot Number 1;

3. Thence through lands of the Grantor for a new subdivision line and along the southern line of Lot Number 1 South 74 degrees 06 minutes 17 seconds East, a distance of 2,521.39 feet to a $\frac{1}{4}$ inch rebar (set) said rebar being on the western line of lands of the aforementioned Billy J.

Lumadue;

4. Thence along the western line of lands of Billy J. Lumadue South 23 degrees 59 minutes 33 seconds East a distance of 919.61 feet to a 1 inch pin (found) and place of beginning.

CONTAINING 72.122 acres including an area of questionable title as shown on map prepared by Lex W. Curry dated February 21, 1991 and revised on February 1, 1992. Bearing based on the northern line of lands of the Pennsylvania State Game Lands as described in Deed Book 1375, Page 483, which in turn is based on survey map prepared for the Burton Merritt Heirs by Lex W. Curry, dated October 26, 1976.

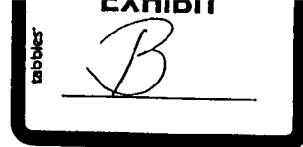
THIS description also includes an area located at the southeast corner of the above-described lands that is being claimed by Billy J. Lumadue by title obtained at a Clearfield County Tax Sale, in which Clearfield County sold lands that were shown on the tax assessment map as UNKNOWNS.

BEING A PORTION OF THE SAME PREMISES conveyed unto the Grantors herein, by deed recorded in the Clearfield County Recorder of Deeds Office in Record Book 1375, Page 483.

FOR that portion of the premises of questionable title formerly of Billy J. Lumadue, Seller shall provide no guaranty or warranty of title, nor is there any guaranty or warranty regarding the location on the premises of that portion thereto formerly of Billy J. Lumadue.

And the said Grantors do hereby warrant specially the premises herein conveyed.

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.



ALL THAT CERTAIN tract of land located in the Township of Boggs, County of Clearfield, Commonwealth of Pennsylvania, designated as Lot No. 2 on the Daniel K. Stoltzfus and Amos K. Stoltzfus Plan of Subdivision prepared by Lex W. Curry, P.L.S., dated February 21, 1991 and recorded in Book 27, Page 1, revised February 1, 1992, bounded and described as follows:

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FOR that portion of the premises of questionable title formerly of Billy J. Lumadue, Seller shall provide no guaranty or warranty of title, nor is there any guaranty or warranty regarding the location on the premises of that portion theretofore of Billy J. Lumadue.

AUDITIONAL TERMS OF THE SECURITY AGREEMENT

ECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes, or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rates in effect from time to time, on this note until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1, I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults on my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____

X _____

NOTICE TO COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

DISBURSEMENT

AMOUNT GIVEN TO CUSTOMER

AMOUNT PAID ON MY ACCOUNT

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

CB&T--#1079806	11,235.19
CB&T--30411799	22,152.19
CB&T--#30412372	5,330.00

(Optional)	
Signed	<u>TERRY W. FEATHERS</u>
For Lender	
Title	<u>LOAN OFFICER</u>

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGES 1, 2 AND 3 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ABOVE BEFORE SIGNING.

Signature William S. Albert
WILLIAM S. ALBERT

Signature _____

Signature _____

Signature _____

HOMEOWNER'S NAME(S): William S. Albert

MAILING ADDRESS: R.R. 1, Box 219CC

LOAN ACCT. NO.: West Decatur, PA 16878-9732

ORIGINAL LENDER: 625515

CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company

DATE: Clearfield Bank & Trust Company

November 16, 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: RR 1, Box 219CC West Decatur

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:

September, October & November @ \$335.68 = \$2,142.72

Other charges (explain/itemize): Late Charges of \$10.00

TOTAL AMOUNT PAST DUE: \$2,152.72



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:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

SENDER: ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.	I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
	3. Article Addressed to: <div style="border: 1px solid black; padding: 5px; width: 300px; margin-bottom: 10px;"> William S Albert RR 1 Box 219cc West Decatur, Pa 16878-9730 </div> 4a. Article Number <div style="border: 1px solid black; padding: 2px; width: 300px; margin-bottom: 5px;"> 7000 0600 0101 </div> 4b. Service Type <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD </div> 7. Date of Delivery <div style="border: 1px solid black; padding: 2px; width: 100px; margin-bottom: 10px;"> 11/18/02 </div> 8. Addressee's Address (Only if requested and fee is paid) <div style="border: 1px solid black; padding: 2px; width: 300px; margin-bottom: 10px;"> LAK </div>	
5. Received By: (Print Name) <div style="border: 1px solid black; padding: 2px; width: 300px; margin-bottom: 5px;"> William S Albert </div> 6. Signature: (Addressee or Agent) <div style="border: 1px solid black; padding: 2px; width: 300px; margin-bottom: 10px;"> X William S Albert </div>		

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>												
Article Sent To:												
<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div>												
7000 0600 0101 0023 6400 0101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px; padding: 5px;">Postage</td> <td style="width: 50px; padding: 5px;">\$</td> <td rowspan="4" style="width: 150px; vertical-align: middle; text-align: center; padding: 10px;">Postmark Here</td> </tr> <tr> <td style="padding: 5px;">Certified Fee</td> <td style="padding: 5px;">\$</td> </tr> <tr> <td style="padding: 5px;">Return Receipt Fee (Endorsement Required)</td> <td style="padding: 5px;">\$</td> </tr> <tr> <td style="padding: 5px;">Restricted Delivery Fee (Endorsement Required)</td> <td style="padding: 5px;">\$</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">Total Postage & Fees</td> </tr> </table>	Postage	\$	Postmark Here	Certified Fee	\$	Return Receipt Fee (Endorsement Required)	\$	Restricted Delivery Fee (Endorsement Required)	\$	Total Postage & Fees	
Postage	\$	Postmark Here										
Certified Fee	\$											
Return Receipt Fee (Endorsement Required)	\$											
Restricted Delivery Fee (Endorsement Required)	\$											
Total Postage & Fees												
Name (Please Print Clearly) (to be completed by mailer) <div style="border: 1px solid black; padding: 2px; width: 100%; margin-bottom: 5px;"> William S Albert </div> Street, Apt. No., or P.O. Box No. <div style="border: 1px solid black; padding: 2px; width: 100%; margin-bottom: 5px;"> RR 1 Box 219cc </div> City, State, ZIP+4 <div style="border: 1px solid black; padding: 2px; width: 100%; margin-bottom: 10px;"> West Decatur, Pa 16878-9730 </div>												
PS Form 3800, July 1999 See Reverse for Instructions												

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

CLEARFIELD BANK & TRUST COMPANY : No.
Plaintiff :
:
v.
:
WILLIAM S. ALBERT
Defendant :
:

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

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

DATE: 1/09/01

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

CLEARFIELD BANK & TRUST COMPANY : No. 01-75-CD
Plaintiff :
: Type of Pleading: Praecipe for
: Entry of Default Judgment
v. :
: Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT :
Defendant : 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 PROTHONOTARY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed
Certificate of Judgment of Clearfield County Docket No.01-75-CD in the principal amount of
\$43,351.75 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

FILED

MAR 08 2001

William A. Shaw
Prothonotary

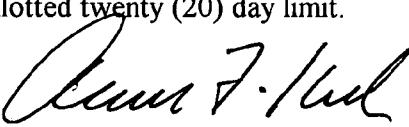
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-75-CD
Plaintiff	:	
	:	Type of Pleading: Praecipe for
	:	Entry of Default Judgment
V.	:	
	:	Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT	:	
Defendant	:	Counsel of Record for Party:
	:	ALAN F. KIRK, ESQUIRE
	:	I.D. #36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814)234.2048

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

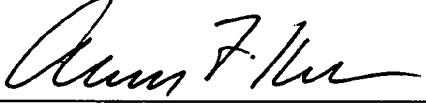
TO PROTHONOTARY:

Please enter Default Judgment in the amount of **FORTY-THREE THOUSAND
THREE HUNDRED FIFTY-ONE AND 75/100 (\$43,351.75) 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 Defendant
on February 21, 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

COPY

CLEARFIELD BANK & TRUST COMPANY : No. 01-75-CD
Plaintiff :
: Type of Pleading: Praecipe for
: Entry of Default Judgment
v. :
: Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT :
Defendant : 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: WILLIAM S. ALBERT

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 43,351.75 on March 8, 2001

, Prothonotary



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

COPY

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2001-00075-CD

Real Debt: \$43,351.75

Atty's Comm:

Vs.

Costs: \$

Int. From:

William S. Albert
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 8, 2001

Expires: March 8, 2006

Certified from the record this 8th of March, 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

FILED

Mar 08 2001
SAC MARY KURTZ & CO. A
William A. Shaw
Prothonotary

Not to D.O.
Statement to atty.

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

CLEARFIELD BANK & TRUST COMPANY,	:	No. 01-75-CD
Plaintiff	:	
v.	:	Type of Pleading: Writ of Execution
	:	Filed on Behalf of: Plaintiff
WILLIAM S. ALBERT,	:	Counsel of Record for Party:
Defendant	:	ALAN F. KIRK, ESQUIRE
	:	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: **\$43,351.75**

Plus continuing interest of 10% on the principal balance from **July 16, 2000**, plus costs.

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

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

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



Alan F. Kirk, Esquire
Attorney for Plaintiff

1
FILED
MAY 12 2001 10:14 AM
MAR 19 2001 10:00 AM
FEB
Atty pd.
20.00
William A. Shaw
Prothonotary

COPY

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

Clearfield Bank & Trust Company

Vs.

NO.: 2001-00075-CD

William S. Albert

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from WILLIAM S. ALBERT, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: see attached property description "Exhibit A"
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$43,351.75

PAID: \$120.00

INTEREST: \$interest of 10% on the principal balance from

SHERIFF: \$

July 16, 2000

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/09/2001

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, Esq.
1375 Martin Street
State College, PA 16803

Sheriff

EXHIBIT "A":

COPY

ALL THAT CERTAIN tract of land located in the Township of Boggs, County of Clearfield, Commonwealth of Pennsylvania, designated as Lot No. 2 on the Daniel K. Stoltzfus and Amos K. Stoltzfus Plan of Subdivision prepared by Lex W. Curry, P.L.S., dated February 21, 1991 and recorded in Book 27, Page 1, revised February 1, 1992, bounded and described as follows:

BEGINNING at a 1 inch pin (found) at the common corner of lands of Billy J. Lumadue, William Butler and lands of the Wendell Bailey Trustees, said pin being the southeast corner of land of the Grantor as described in Deed Book 1375, Page 483, said place of beginning being the southeast corner of the parcel herein conveyed and running:

1. Thence along the northern line of lands of Wendell Bailey Trustees and along the northern line of Lot Number 3 North 82 degrees 10 minutes 36 seconds West, a distance of 4,051.78 feet to a $\frac{1}{4}$ inch rebar (set) on the eastern right-of-way line of Pennsylvania State Route SR-0153;
2. Thence along the eastern right-of-way line of Pennsylvania State Route SR 0153, the following courses and distances:

Along an arc or a circle 976.81 feet in radius curving to the right an arc distance of 240.94 feet, the chord of said arc running North 53 degrees 19 minutes 55 seconds East, a distance of 240.73 feet to a point;

North 60 degrees 23 minutes 54 seconds East a distance of 93.64 feet to a $\frac{1}{4}$ inch rebar (found);

North 29 degrees 04 minutes 07 seconds West a distance of 50.00 feet to a $\frac{1}{4}$ inch rebar (found);

North 60 degrees 23 minutes 54 seconds East a distance of 632.99 feet to a point;

Along an arc or a circle 1,267.12 feet in radius curving to the left an arc distance of 73.95 feet, the chord of said arc running North 58 degrees 43 minutes 35 seconds East a distance of 73.91 feet to a $\frac{1}{4}$ inch rebar found;

North 32 degrees 56 minutes 44 seconds West a distance of 30.00 feet to a $\frac{1}{4}$ inch rebar (found);

Along an arc or a circle 1,237.12 feet in radius curving to the left an arc distance of 525.43 feet, the chord of said arc running North 44 degrees 53 minutes 13 seconds East, a distance of 521.49 feet to a $\frac{1}{4}$ inch rebar set, said rebar being the southwest corner of the Lot Number 1;

3. Thence through lands of the Grantor for a new subdivision line and along the southern line of Lot Number 1 South 74 degrees 06 minutes 17 seconds East, a distance of 2,521.39 feet to a $\frac{1}{4}$ inch rebar (set) said rebar being on the western line of lands of the aforementioned Billy J. Lumadue;
4. Thence along the western line of lands of Billy J. Lumadue South 23 degrees 59 minutes 33 seconds East a distance of 919.61 feet to a 1 inch pin (found) and place of beginning.

CONTAINING 72.122 acres including an area of questionable title as shown on map prepared by Lex W. Curry dated February 21, 1991 and revised on February 1, 1992. Bearing based on the northern line of lands of the Pennsylvania State Game Lands as described in Deed Book 1375, Page 483, which in turn is based on survey map prepared for the Burton Merritt Heirs by Lex W. Curry, dated October 26, 1976.

THIS description also includes an area located at the southeast corner of the above-described lands that is being claimed by Billy J. Lumadue by title obtained at a Clearfield County Tax Sale, in which Clearfield County sold lands that were shown on the tax assessment map as UNKNOWNs.

BEING A PORTION OF THE SAME PREMISES conveyed unto the Grantors herein, by deed recorded in the Clearfield County Recorder of Deeds Office in Record Book 1375, Page 483.

FOR that portion of the premises of questionable title formerly of Billy J. Lumadue, Seller shall provide no guaranty or warranty of title, nor is there any guaranty or warranty regarding the location on the premises of that portion thereto formerly of Billy J. Lumadue.

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

Clearfield Bank & Trust Company

Vs.

NO.: 2001-00075-CD

William S. Albert

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST COMPANY, Plaintiff(s) from WILLIAM S. ALBERT, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: see attached property description "Exhibit A"
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Garnishee(s) as follows:

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AMOUNT DUE: \$43,351.75

PAID: \$120.00

INTEREST: \$Interest of 10% on the principal balance from

SHERIFF: \$

July 16, 2000

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

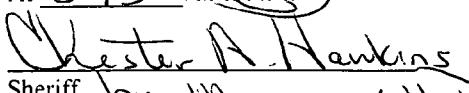
DATE: 03/09/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 9th day
of March A.D. 2001

At 3:15 A.M./P.M.



Chester A. Hawkins
Sheriff by Margaret H. Putt

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

EXHIBIT "A":

ALL THAT CERTAIN tract of land located in the Township of Boggs, County of Clearfield, Commonwealth of Pennsylvania, designated as Lot No. 2 on the Daniel K. Stoltzfus and Amos K. Stoltzfus Plan of Subdivision prepared by Lex W. Curry, P.L.S., dated February 21, 1991 and recorded in Book 27, Page 1, revised February 1, 1992, bounded and described as follows:

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FOR that portion of the premises of questionable title formerly of Billy J. Lumadue, Seller shall provide no guaranty or warranty of title, nor is there any guaranty or warranty regarding the location on the premises of that portion therof formerly of Billy J. Lumadue.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10808

CLEARFIELD BANK & TRUST COMPANY

01-75-CD

VS.

ALBERT, WILLIAM S. 01-75-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 2, 2001, AT 9:25 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. 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 9:25 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON WILLIAM S. ALBERT, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #1, BOX 219CC, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, 16878, BY HANDING TO WILLIAM S. ALBERT, 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, MAY 30, 2001, RECEIVED A FAX FROM ALAN KIRK, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE CANCELLED.

NOW, MAY 31, 2001, RECEIVED LETTER FROM ALAN KIRK, ATTORNEY FOR THE PLAINTIFF THAT SALE IS TO BE CANCELLED.

NOW, JANUARY 23, 2001, CALLED LORI KURTZ, AT CLEARFIELD BANK AND TRUST, AND WAS TOLD THAT THE DEFENDANT PAID ONE THOUSAND SEVENTY-ONE DOLLARS AND THIRTY-SIX CENTS (\$1,071.36) TO BRING MORTGAGE CURRENT.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10808

CLEARFIELD BANK & TRUST COMPANY

01-75-CD

VS.

ALBERT, WILLIAM S. 01-75-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

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

SHERIFF HAWKINS \$176.94
SURCHARGE \$ 20.00
PAID BY ATTORNEY

FILED

JAN 24 2002
011371 no cc
William A. Shaw EC
Prothonotary

Sworn to Before Me This

24th Day Of January 2002

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

So Answers,

Chester Hawkins
by Murray and H. Pitt
Chester A. Hawkins
Sheriff

ALAN F. KIRK
Attorney-At-Law
1375 Martin Street, Suite 204
State College, PA 16803

(814) 234-2048
Fax (814) 234-4166

May 30, 2001

VIA FAX #765.5915
& FIRST CLASS U.S. MAIL

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

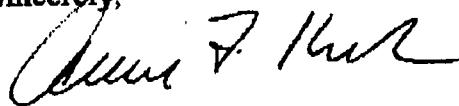
Re: Clearfield Bank & Trust Company v. William S. Albert

Dear Mr. Hawkins:

Would you please cancel the Sheriff Sale scheduled for Friday, June 1, 2001 at 10:00 a.m. in the above-referenced matter.

Thank you for your cooperation in this matter.

Sincerely,



Alan F. Kirk

COPY
AFK/mms

xc: Lori Kurtz, Clearfield Bank & Trust Co.

ALAN F. KIRK
Attorney-At-Law
1375 Martin Street, Suite 204
State College, PA 16803

(814) 234-2048
Fax (814) 234-4166

May 30, 2001

VIA FAX #765.5915
& FIRST CLASS U.S. MAIL
Chester A. Hawkins, Sheriff
230 E. Market Street
Clearfield County Courthouse
Clearfield, PA 16830

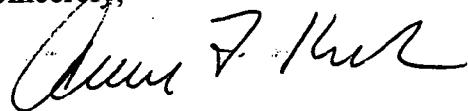
Re: Clearfield Bank & Trust Company v. William S. Albert

Dear Mr. Hawkins:

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Thank you for your cooperation in this matter.

Sincerely,



Alan F. Kirk

AFK/mms

xc: Lori Kurtz, Clearfield Bank & Trust Co.

copy

5/30/01

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

REAL ESTATE SALE

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

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

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	5.72
LEVY	15.00
MILEAGE	5.72
POSTING	15.00
CSDS	10.00
COMMISSION 2%	21.42
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	15.00
COPIES	40.00
BILLING	
TOTAL SHERIFF COSTS	\$ 176.94

DEED COSTS:

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

TOTAL DEED COSTS

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 43,351.75
INTEREST OF 10% ON THE PRINCIPAL BALANCE FROM	
JULY 16, 2000	TO BE ADDED
TOTAL DEBT & INTEREST	\$ 43,351.75

COSTS:

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

140.00

176.94

139.50

\$ 120.00

\$ 932.78

COPY
TOTAL COSTS

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

Chester A. Hawkins, Sheriff