

01-178-CD  
HARRIS SAVINGS BANK et al -vs- MARK ALLEN LOWMASTER et al

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

HARRIS SAVINGS BANK, assignee  
of ASHLAND HOMES/SHIPPENSVILLE,

Plaintiff,

NO. 01-178-CO

v.

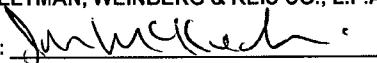
MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants

TO: DEFENDANT:

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

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

By: 

ATTORNEYS FOR PLAINTIFF

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

AND THE DEFENDANT ARE:

McGees Mills Road  
P.O. Box 71  
Troutville, PA 15866

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

By: 

ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE AFFECTED BY THIS LIEN IS:  
McGees Mills Road  
P.O. Box 71  
Troutville, PA 15866  
Twp. of Brady

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

By: 

ATTORNEYS FOR PLAINTIFF

ISSUE NO.:

**FILED**

CODE:

FEB 06 2001

TYPE OF PLEADING:

William A. Shaw  
Prothonotary

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWR#02001013

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

HARRIS SAVINGS BANK, assignee  
of ASHLAND HOMES/SHIPPENSVILLE,

Plaintiff, NO:

v.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,  
Defendants

**NOTICE TO DEFEND**

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

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

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

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

HARRIS SAVINGS BANK, assignee  
of ASHLAND HOMES/SHIPPENSVILLE,

Plaintiff, NO:

v.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

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

1. The Plaintiff is Harris Savings Bank, assignee of Ashland Homes/Shippensburg, lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").

2. The Defendants are Mark Allen Lowmaster a/k/a Mark A. Lowmaster and Amy Ilene Lowmaster a/k/a Amy I. Lowmaster, adult individuals whose last known address is McGees Mills Road, P.O. Box 71, Troutville, PA 15866.

3. On or about May 24, 1996, the Defendants executed a Note ("Note") in the original principal amount of \$43,275.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about May 24, 1996, as security for payment of the aforesaid Note, the Defendants made, executed and delivered to Ashland Homes/Shippensburg, a Mortgage in the original principal amount of \$43,275.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June 6, 1996 in Mortgage Book Volume 1763, Page 349. A true and correct copy of said Mortgage containing a

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

5. Ashland Homes/Shippensburg, assigned all of its right, title and interest in and to the Mortgage to Plaintiff, pursuant to an Assignment of Mortgage. Said assignment being recorded on June 6, 1996, in Mortgage Book Volume 1763, Page 355.

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

7. The Defendants are in default under the terms of the aforesaid Note and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about August 28, 2000, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. A true and correct copy of said Notices is attached hereto as Exhibit "C".

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

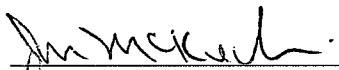
Principal	\$ 40,286.88
Interest thru 11/21/00	\$ 1,144.64
Late Charge	\$ 72.54
Attorneys' Fees	\$ 800.00
Other Charges	<u>\$ 50.00</u>
 TOTAL	 \$ 42,354.06

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

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$42,354.06, with interest thereon at the rate of \$10.46 per diem from November 21, 2000, plus costs, in addition to late charges and for fcreclosure and sale of mortgaged premises.

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

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

  
\_\_\_\_\_  
Jon A. McKechnie, Esquire  
Pa. I.D. #36268  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
RENTAL  
TRANSFER OCT. 7-86  
TAX  
OCT. 7-86  
P.B.11552

119.00

DUBOIS AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 119.00  
PAID 11-2-86 MICHAEL R. LYTHE  
Date Agent

## NOTICE

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

Witness:

R. Edward Fenn

Mark A. Lowmaster  
Mark A. Lowmaster  
Amy T. Lowmaster  
Amy T. Lowmaster

This 3 day of October, 1986

This document may not sell, convey, transfer, include or insure the title to the coal and the right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights of estates otherwise created, transferred, excepted or reserved by this instrument.

(This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

EXHIBIT A

AND, the said grantor s, do hereby covenant and agree to and with the said grantee s, that they, the grantor s, their heirs, executors and administrators, shall and will warrant -----SPECIALY----- and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantee s, their heirs and assigns, against the said grantor s, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax Act that the full, true and complete value of the premises conveyed is \$11,900.00.

IN WITNESS WHEREOF, said grantor s have hereunto set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

9/17/86

Janet H. Klass

JANET H. KLAAS, NOTARY PUBLIC  
IRWIN BORO, WESTMORELAND COUNTY  
MY COMMISSION EXPIRES SEPT. 18, 1989  
Member, Pennsylvania Association of Notaries

Harry James Taylor   
Harry James Taylor  
Homer D. Thompson   
Homer Delaney Thompson  
Daniel O. Greenawalt   
Daniel Otterbein Greenawalt  


CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address  
of the within named grantee is P. O. Box 71,  
TROUTVILLE, PA. 15866

October 3, 1986

R. Edward Ferraro

Attorney for Grantees

State of PENNSYLVANIA

County of

On this, the day of September 1986 before me, the  
undersigned officer, personally appeared HARRY JAMES TAYLOR, HOMER DELANEY  
THOMPSON and DANIEL OTTERBEIN GREENAWALT,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



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**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MAY 24, 1996. The mortgagor is LOXMASTER, MARK ALLEN and LOXMASTER, AMY JLENE. ("Borrower"). This Security Instrument is given to ASHLAND HOMES (SHIPENVILLE, PA.), which is organized and existing under the laws of PENNSYLVANIA, RT. 66 N. SHIPENVILLE, PA. 16254, and whose address is ("Lender"). Borrower owes Lender the principal sum of forty-three thousand two hundred and seventy-five and 00/100 plus interest at a rate of 9.5%, Dollars (U.S. \$.43246.90). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 9, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD, County, Pennsylvania:

SEE ATTACHMENT "A"

which has the address of MCGEES MILLS RD, TROYTOWN,   
 Pennsylvania, 15866, (Street) (City) (Zip Code) ("Property Address");

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Bankers Systems, Inc., St. Cloud, MN 56301-2341 Form MD-1-PA 8/11/01

Form 3039 2/30 (page 1 of 6)

6-6-96 Assignment 1763/355

EXHIBIT B

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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

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

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is not lied by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

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

Adjustable Rate Rider

Graduated Payment Rider

Balloon Rider

Other(s) (specify)

Condominium Rider

Planned Unit Development Rider

Rate Improvement Rider

1-4 Family Rider

Biweekly Payment Rider

Second Home Rider

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

Witnesses:

*Tim Murphy*

*Mark Allen* (Seal)  
LOWMASTER, MARK ALLEN  
-Borrower

*Tim Murphy*

*Amy Lene* (Seal)  
LOWMASTER, AMY LENE  
-Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLARION

On this, the 24th day of MAY, 1996, County ss:

before me, MARY H. OCHS, Notary Public, personally appeared MARK ALLEN & AMY ILENE,

LOWMASTER, the undersigned officer, personally appeared, known to me (or satisfactorily

proven) to be the person whose name is affixed, subscribed to the within instrument and

acknowledged that they are the mortgagors, executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires FEBRUARY 13, 1999

Notary Seal  
Mary H. Ochs, Notary Public  
Point Twp., Clarion County  
My Commission Expires Feb. 13, 1999

Montgomery Pennsylvania Association of Notaries

*Mary H. Ochs*  
MARY H. Ochs  
Notary

This is my  
Notary  
Seal

IT IS HEREBY CERTIFIED that the address of the mortgagor in the within mortgage is  
RT #8 N SHIPPENVILLE, PA 16254

By Heather Puckett

Mobile Consultants, Inc., PO Box 2060, Alliance, OH 44601

Bankers Systems, Inc., St. Cloud, MN 11-800-387-2341 Form MD-1-PA 0/1/93

Form 3039 9/90 (page 6 of 6)

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:44 pm 6-6-96  
BY Harris Savings Bk  
FEES 17.50  
Karen L. Starck, Recorder



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

*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

Entered of Record 6-6-96 1:44 pm Karen L. Starck, Recorder

# This Deed

MADE THE No 1 Day of September in the year  
of our Lord one thousand nine hundred eighty-six (1986)

BETWEEN HARRY JAMES TAYLOR, HOMER DELANEY THOMPSON, and  
DANIEL OTTERBEIN GREENAWALT, of Ardara, Pennsylvania,

*Grantors.*

and MARK A. LOWMASTER and AMY I. LOWMASTER, husband and  
wife, of Box 71, Troutville, PA, to be held by them as tenants  
by the entirety.

*Grantees:*

WITNESSETH, that in consideration of ONE and no/100ths (\$1.00)-----

Dollars.

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey  
to the said grantees, their heirs and assigns.

ALL that certain piece or parcel of land located in the Township of Brady,  
County of Clearfield and Commonwealth of Pennsylvania, bounded and described  
as follows:

BEGINNING at a point on line of land of Raymond V. Neidrick; thence north  
sixty-six (66) degrees fifty-four (54) minutes twenty (20) seconds east four hun-  
dred eighty and twenty-nine one hundredths (480.29) feet on the northwest corner  
of Parcel C; thence along Parcel C. south forty-two (42) degrees sixteen (16) min-  
utes ten (10) seconds east five hundred sixty-five and forty-six one hundredths  
(565.46) feet on the southeast corner of Parcel E; thence along Parcel E north  
seventy-nine (79) degrees twenty (20) minutes twenty (20) seconds west one hun-  
dred fifty-three and twenty-seven one hundredths (153.27) feet; thence continuing  
along Parcel E north seventy-four (74) degrees twenty-two (22) minutes fifty-two  
(52) seconds west three hundred twenty-eight and eighty one hundredths (328.80)  
feet to a point; thence continuing along Parcel E north seventy-two (72) degrees  
eighteen (18) minutes sixteen (16) seconds west three hundred seventy-two and  
fifty-one one hundredths (372.51) feet to a point and place of beginning. Contain-  
ing approximately 3.1 acres and being the premises set forth as Parcel B on the  
survey of General Engineers and Technicians dated September 20, 1973, copy of  
which is attached hereto.

BEING the same parcel granted and conveyed to Harry James Taylor, Homer  
Delaney Thompson and Daniel Otterbein Greenawalt by deed of Raymond V. Neidrick  
and Delores T. Neidrick, husband and wife, dated October 31, 1973, and recorded  
in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed  
Book 666, page 093.

Date: August 28, 2000

**ACT 91 NOTICE**

**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\***

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

The name, address, and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing call 717-780-1869.)

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**EXHIBIT**

*C*

HOMEOWNER'S NAME(S): Mark A. Lowmaster and Amy I. Lowmaster  
PROPERTY ADDRESS: P.O. Box 71, Troutville, PA 15866  
LOAN ACCT. NO.: 35522  
ORIGINAL LENDER: Mobile Consultants, Inc.  
CURRENTLENDER/SERVICER: Harris Savings Bank

### 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 later in this Notice. (See following pages for specific information about the  
nature of your default.) If you have tried and are unable to resolve this problem with the lender,  
you have the right to apply for financial assistance from the Homeowner's 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

P.O. Box 71  
Troutville, PA 15866

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:

Payments due for 04/08/00 to 08/08/00	
Payment amount	\$ 403.38
	\$ 2,016.90

**Other charges (explain/itemize):**

Late Charges	\$ 40.30
Legal Fee	\$ 50.00
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$ 2,469.90</b>

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,469.90, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Mobile Consultants, Inc.  
P.O. Box 2060  
Alliance, OH 44601

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**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 8 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be

sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Mobile Consultants, Inc.  
P.O. Box 2060  
Alliance, OH 44601  
(800) 424-8456  
Fax: (330) 821-8826

Contact Person: Troy A. James

**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        may not (CHECK ONE) 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:**

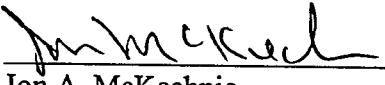
- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTION ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

Consumer credit Counseling Services  
of western Pennsylvania, Inc.  
500-02 3<sup>rd</sup> Avenue  
P.O. Box 278  
Duncansville, PA  
(814) 696-3546

Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX# (814) 539-1688

Indiana County Community Action  
Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX# (412) 465-5118

  
\_\_\_\_\_  
Jon A. McKechnie  
Attorney for Plaintiff  
Weltman, Weinberg & Reis, Co. L.P.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

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

## **FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE**

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

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

**EXHIBIT D**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Lisa A Marsh,

AVP Waypoint Bank formerly, plaintiff herein,  
(TITLE) (COMPANY) Harris Saving Bank

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Lisa Marsh  
(Signature)

02001013

**FILED**

FEB 16 2001  
13133  
William A. Shaw  
Prothonotary  
Pd \$80.00

2cc Sheriff

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

Sheriff Docket # 10673

HARRIS SAVINGS BANK assignee of ASHLAND HOMES

01-178-CD

VS.

LOWMASTER, MARK ALLEN a/k/a MARK A. LOWMASTER & AMY ILENE L

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW FEBRUARY 9, 2001 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON AMY ILENE LOWMASTER, a/k/a AMY I. LOWMASTER, DEFENDANT AT RESIDENCE, MCGEES MILLS ROAD, P.O. BOX 71, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY ILENE LOWMASTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

**NOW FEBRUARY 9, 2001 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARK ALLEN LOWMASTER a/k/a MARK A. LOWMASTER, DEFENDANT AT RESIDENCE, MCGEES MILLS ROAD, P.O. BOX 71, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY I. LOWMASTER, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
-------------	--------------------

**34.40 SHFF. HAWKINS PAID BY: ATTY.**

**20.00 SURCHARGE PAID BY: ATTY.**

**Sworn to Before Me This**

13<sup>th</sup> Day Of Feb 2001  


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

**FILED**

FEB 13 2001

William A. Shaw  
Prothonotary



**So Answers,**

  
Chester A. Hawkins  
Sheriff

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,  
vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants.

NO: 01-178 CD

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

**FILED**

MAY 25 2001

William A. Shaw  
Prothonotary

Weltman, Weinberg & Reis Co., L.P.A.  
2601 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02001013

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff, NO: 01-178 CD  
vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

## Defendants.

## **PRAECIPE FOR WRIT OF EXECUTION**

## TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County against Defendants, Mark Allen Lowmaster a/k/a Mark A. Lowmaster and Amy Ilene Lowmaster a/k/a Amy I. Lowmaster for the amount of:

1. Judgment Amount	\$ 43,893.03
Interest at the rate of \$ 10.49 per diem from 3/23/01	\$ 2,349.76
2. Late Charges from 3/23/01	\$ 56.49
<b>TOTAL</b>	<b>\$ 46,299.28</b>

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

Costs (to be added by Prothonotary) \$

Date: 3/14/01

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

**FILED**

MAY 25 2001  
6/3/01 Act  
William A. Shaw  
Prothonotary

Hong PC  
20.00

Levitsky Sherry  
LAW

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

Harris Savings Bank, Assignee of  
Ashland Homes/Shippensburg,

Vs.

NO.: 2001-00178-CD

COPY

Mark Allen Lowmaster , a/k/a Mark A.  
Lowmaster and Amy Ilene Lowmaster ,  
a/k/a Amy I. Lowmaster

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HARRIS SAVINGS BANK, ASHLAND HOMES/SHIPPENSBURG, Plaintiff(s) from MARK ALLEN LOWMASTER , AMY ILENE LOWMASTER , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$43,893.03

PAID: \$120.00

INTEREST: \$2,349.76 - (\$10.49 per diem from 3/23/01)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$56.49 - Late Charges

ATTY'S COMM: \$

DATE: 05/25/2001

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Kimberly Hong, Esquire  
2719 Koppers Building, 436 Seventh Avenue  
Pittsburgh, PA 15219

Sheriff

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,

NO: 01-178 CD

vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants.

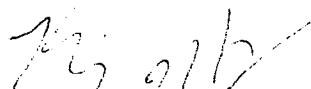
LONG FORM DESCRIPTION

ALL that certain piece or parcel of land located in the Township of Brady, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on line of land of Raymond V. Neidrick; thence north sixty-six (66) degrees fifty-four (54) minutes twenty (20) seconds east four hundred eighty and twenty-nine one hundredths (480.29) feet on the northwest corner of Parcel C; thence along Parcel C. south forty-two (42) degrees sixteen (16) minutes ten (10) seconds east five hundred sixty-five and forty-six one hundredths (565.46) feet on the southeast corner of Parcel E; thence along Parcel E north seventy-nine (79) degrees twenty (20) minutes twenty (20) seconds west one hundred fifty-three and twenty-seven one hundredths (153.27) feet; thence continuing along Parcel E north seventy-four (74) degrees twenty-two (22) minutes fifty-two (52) seconds west three hundred twenty-eight and eighty one hundredths (328.80) feet to a point; thence continuing along Parcel E north seventy-two (72) degrees eighteen (18) minutes sixteen (16) seconds west three hundred seventy-two and fifty-one hundredths (372.51) feet to a point and place of beginning. Containing approximately 3.1 acres and being the premises set forth as Parcel B on the survey of General Engineers and Technicians dated September 20, 1973, copy of which is attached hereto.

BEING the same premises which Harry James Taylor, Homer Delaney Thompson and Daniel Otterbein Greenawalt by Deed dated September 16, 1986 and recorded in Clearfield County on October 7, 1986 at Deed Book Volume 1113, Page 472 granted and conveyed to Mark A. Lowmaster and Amy I. Lowmaster.

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



Kimberly J. Hong, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Parcel No.: 107-B7-63

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,  
vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants.

TYPE OF PLEADING:

DEFENDANT AFFIDAVIT OF SERVICE

Filed on Behalf of:

PLAINTIFF

**FILED**

JUL 3 2001

William A. Shaw  
Prothonotary

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02001013

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,

NO: 01-178 CD

vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

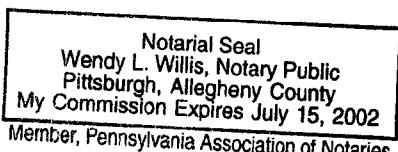
Defendants.

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on the Defendants, Mark Allen Lowmaster a/k/a Mark A. Lowmaster and Amy Ilene Lowmaster a/k/a Amy I. Lowmaster.

1. On or about June 11, 2001, Plaintiff mailed Defendants a copy of the Notice of Sheriff's Sale by certified mailed, return receipt requested. On or about June 15, 2001, the certified mailing receipt was signed and returned indicating service on the Defendants. A true and correct copy of the signed certified mail receipt is marked Exhibit 'A', attached hereto and made a part hereof.

I verify that these statements made are true and correct to the best of my knowledge and belief.



Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

Sworn to and subscribed before me

This 25 day of July, 2001.

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

MARK ALLEN LOWMASTER  
PO BOX 71  
ROUTTVILLE PA 15866

2. Article Number (Copy from service label)

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
Amy Lowmaster 6-15-01	
C. Signature	
<i>Amy Lowmaster</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If YES, enter delivery address below: <input type="checkbox"/> No	

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
OFFICIAL USE		
9700 9700 0004 0004 0000 0000 1550 1550	Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$  01/11/01	
	Postmark Here	
	Sent To: <i>MARK LOWMASTER</i> Street, Apt. No. <i>PO BOX 71</i> City, State, ZIP+4 <i>ROUTTVILLE PA 15866</i>	
	PS Form 3800, May 2000 <span style="float: right;">See Reverse for Instructions</span>	

*EXHIBIT A*

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Amy Allene Downmaster  
400 BOX 71  
SRONTRVILLE PA 15866

**COMPLETE THIS SECTION ON DELIVERY**

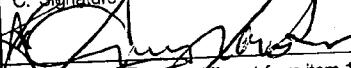
A. Received by (Please Print Clearly)

Amy Downmaster

B. Date of Delivery

6-15-01

C. Signature

 Agent Addressee Yes No

D. Is delivery address different from item 1?

If YES, enter delivery address below:

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label)

70001530004970010723

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
6723	
9700	Postage \$
0004	Certified Fee
0004	Return Receipt Fee (Endorsement Required)
0004	Restricted Delivery Fee (Endorsement Required)
1530	Total Postage & Fees \$
7000	06/15/01
1530	Postmark Here
7000	Sent To Amy Downmaster
1530	Street, Apt. No., or P.O. Box No.
7000	City, State, ZIP
1530	PS Form 3800, May 2000
7000	See Reverse for Instructions

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,  
vs.  
NO: 01-178 CD

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants.

TYPE OF PLEADING:

**LIENHOLDER AFFIDAVIT OF SERVICE**

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong  
PA I.D. #74950

**FILED**

JUL 3 2001

William A. Shaw  
Prothonotary

Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02001013

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,

NO: 01-178 CD

VS.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

### Defendants.

LIENHOLDER AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on June 25, 2001. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

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

Mid 18

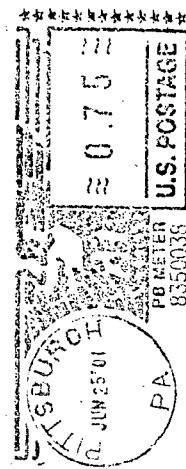
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me

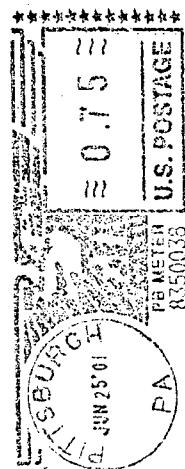
This 25 day of August, 2001.

Reed T. Willis  
Notary Public

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
<b>WELTMAN, WEINBERG &amp; REIS CO., L.P.A.</b> <u>2601 Koppers Building</u> <u>436 Seventh Avenue</u> <u>PITTSBURGH, PA 15219-9502</u>			
<u>One piece of ordinary mail addressed to:</u> <u>Domestic Relations</u> <u>230 E. Market St.</u> <u>Clearfield, PA 16830</u>			

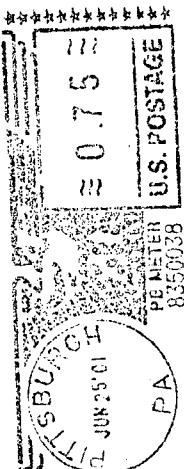


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<u>One piece of ordinary mail addressed to:</u> <u>Domestic Relations</u> <u>230 E. Market St.</u> <u>Clearfield, PA 16830</u>			



IPB Form 3817, Mar. 1989 *LOWMASTER*

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
<b>WELTMAN, WEINBERG &amp; REIS CO., L.P.A.</b> <u>2601 Koppers Building</u> <u>436 Seventh Avenue</u> <u>PITTSBURGH, PA 15219-9502</u>			
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IPB Form 3817, Mar. 1989 *LOWMASTER*

**EXHIBIT**

**A**

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

Harris Savings Bank, Assignee of  
Ashland Homes/Shippensburg,

Vs.

NO.: 2001-00178-CD

Mark Allen Lowmaster , a/k/a Mark A.  
Lowmaster and Amy Ilene Lowmaster ,  
a/k/a Amy I. Lowmaster

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due HARRIS SAVINGS BANK, ASHLAND HOMES/SHIPPENSVILLE, Plaintiff(s) from MARK ALLEN LOWMASTER , AMY ILENE LOWMASTER , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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AMOUNT DUE: \$43,893.03

PAID: \$120.00

INTEREST: \$2,349.76 - (\$10.49 per diem from 3/23/01)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$56.49 - Late Charges

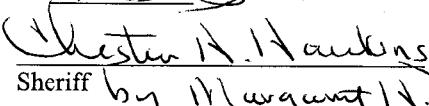
ATTY'S COMM: \$

DATE: 05/25/2001

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day  
of May A.D. 2001  
At 11:30 A.M./P.M.

Requesting Party: Kimberly Hong, Esquire  
2719 Koppers Building, 436 Seventh Avenue  
Pittsburgh, PA 15219

  
\_\_\_\_\_  
Sheriff by Margaret N. Pitt

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,

NO: 01-178 CD

vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants.

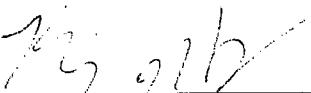
LONG FORM DESCRIPTION

ALL that certain piece or parcel of land located in the Township of Brady, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point on line of land of Raymond V. Neidrick; thence north sixty-six (66) degrees fifty-four (54) minutes twenty (20) seconds east four hundred eighty and twenty-nine one hundredths (480.29) feet on the northwest corner of Parcel C; thence along Parcel C. south forty-two (42) degrees sixteen (16) minutes ten (10) seconds east five hundred sixty-five and forty-six one hundredths (565.46) feet on the southeast corner of Parcel E; thence along Parcel E north seventy-nine (79) degrees twenty (20) minutes twenty (20) seconds west one hundred fifty-three and twenty-seven one hundredths (153.27) feet; thence continuing along Parcel E north seventy-four (74) degrees twenty-two (22) minutes fifty-two (52) seconds west three hundred twenty-eight and eighty one hundredths (328.80) feet to a point; thence continuing along Parcel E north seventy-two (72) degrees eighteen (18) minutes sixteen (16) seconds west three hundred seventy-two and fifty-one hundredths (372.51) feet to a point and place of beginning. Containing approximately 3.1 acres and being the premises set forth as Parcel B on the survey of General Engineers and Technicians dated September 20, 1973, copy of which is attached hereto.

BEING the same premises which Harry James Taylor, Homer Delaney Thompson and Daniel Otterbein Greenawalt by Deed dated September 16, 1986 and recorded in Clearfield County on October 7, 1986 at Deed Book Volume 1113, Page 472 granted and conveyed to Mark A. Lowmaster and Amy I. Lowmaster.

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



Kimberly J. Hong, Esquire  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

Parcel No.: 107-B7-63

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

**Sheriff Docket # 11068**

**HARRIS SAVINGS BANK, ET AL**

**01-178-CD**

**VS.**

**LOWMASTER, MARK A.**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JUNE 11, 2001, AT 10:15 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00 O'CLOCK**

**NOW, JUNE 11, 2001, AT 10:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON AMY LOWMASTER, WIFE OF MARK ALLEN LOWMASTER, A/K/A MARK A. LOWMASTER, DEFENDANT, AT HER PLACE OF RESIDENCE, MCGEES MILLS ROAD, PO BOX 71, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 15866, BY HANDING TO AMY LOWMASTER, WIFE OF MARK ALLEN LOWMASTER, A/K/A MARK A. LOWMASTER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JUNE 11, 2001, AT 10:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON AMY ILENE LOWMASTER, A/K/A AMY I. LOWMASTER, DEFENDANT, AT HER PLACE OF RESIDENCE, MCGEES MILLS ROAD, PO BOX 71, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 15866, BY HANDING TO AMY ILENE LOWMASTER, A/K/A AMY I. LOWMASTER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, AUGUST 3, 2001, RECEIVED A FAX THAT SALE IS TO BE STAYED, DEFENDANTS HAVE PAID SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS TO REINSTATE THEIR LOAN.**

**NOW, AUGUST 7, 2001, BILLED ATTORNEY FOR COSTS.**

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

HARRIS SAVINGS BANK, ET AL

Sheriff Docket # 11068

01-178-CD

VS.

LOWMASTER, MARK A.

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

**NOW, AUGUST 23, 2001, RECEIVED CHECK #748992814 IN THE AMOUNT OF  
FOUR HUNDRED SEVENTY-ONE DOLLARS AND FORTY-EIGHT CENTS  
(\$471.48) FOR COSTS DUE ON WRIT.**

**NOW, AUGUST 24, 2001, RETURN WRIT AS NO SALE HELD AS SALE BEING  
STAYED, DEFENDANTS PAID SEVEN THOUSAND FIVE HUNDRED (\$7,500.00)  
DOLLARS TO REINSTATE THEIR LOAN. PAID COSTS FROM ADVANCE WITH  
ATTORNEY PAYING REMAINING COSTS.**

**SHERIFF HAWKINS \$334.88**

**SURCHARGE      \$ 40.00**

**PAID BY ATTORNEY**

**FILED**

**AUG 24 2001**

**013511pm**

**William A. Shaw**

**Prothonotary**

**So Answers,**

*William A. Shaw*  
by Murgan H. Pitt  
Chester A. Hawkins  
Sheriff

**Sworn to Before Me This**

24 Day of August, 2001

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

# WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW  
2601 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

(412) 434-7955

CLEVELAND • COLUMBUS • CINCINNATI • PITTSBURGH

May 30, 2001

VIA FAX (814) 765-5915  
Sheriff of Clearfield County  
ATTN: Real Estate Dept.

**RE: Harris Savings Bank, et. al. vs. Lowmaster  
No: 01-178 CD  
8/3/01 Sheriff's Sale**

Dear Madam or Sir:

Please stay the Sheriff's Sale that is scheduled for August 3, 2001. Defendants have paid the sum of \$7,500.00 to reinstate their loan.

If you should have any questions, please feel free to contact me at the number listed above.

Very Truly Yours,

  
Heidi J. Cook  
Paralegal

**COPY**

TOTAL P.01

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, \_\_\_\_\_, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the \_\_\_\_\_ 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	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	150.00
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	15.00
COPIES	10.00
BILLING - PHONE - FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 334.88</b>

**DEED COSTS:**

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

**TOTAL DEED COSTS** \$

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 43,893.03
INTEREST \$10.49 PER DIEM FROM 3-23-01	2,349.76
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 46,242.79</b>

**COSTS:**

ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	777.60
LATE CHARGES & FEES	56.40
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS	
MORTGAGE SEARCH	\$ 140.00
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 334.88
LEGAL JOURNAL AD	\$ 99.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

**TOTAL COSTS** \$ 1,471.48

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

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL WHITE INK.

HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE.

## OFFICIAL CHECK

748992814

10-88  
220



PO BOX 1711 • HARRISBURG, PENNSYLVANIA 17105-1711  
235 N. SECOND STREET • HARRISBURG, PENNSYLVANIA 17101  
717/236-4041  
[www.waypointbank.com](http://www.waypointbank.com)

DATE

08-16-01

PAY ➤

PAY WAYPOINT BANK \$471 dls 48cts

TO THE ORDER OF Sheriff of Clearfield County

Drawer: Waypoint Bank

A handwritten signature of James H. Ross, followed by the title 'EVP/CFO'.

Issued By Integrated Payment Systems Inc., Englewood, Colorado  
To Citibank (New York State), Buffalo, N.Y.

10220008681681400713 748992814

Ex-11068

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE.

COPY

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,

No. 01-178 CD

vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER

PRAECIPE FOR DEFAULT JUDGMENT

Defendants.

**FILED**

APR 03 2001

1/9/01 WMS  
William A. Shaw P.D.  
Prothonotary 20-  
EAD

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.  
2601 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

Kimberly J. Hong  
PA I.D. NO. 74950

NOTICE TO DEFENDANT

AND THE DEFENDANTS IS:  
P.O. Box 71  
Troutville, PA 15866

Weltman, Weinberg & Reis Co., L.P.A.  
2601 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WELTMAN, WEINBERG & REIS CO., L.P.A.  
BY:   
ATTORNEYS FOR PLAINTIFF

WWR# 02001013

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

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,

No. 01-178 CD

vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER

Defendants.

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, Mark Allen Lowmaster a/k/a Mark A. Lowmaster and Amy Ilene Lowmaster a/k/a Amy I. Lowmaster above named, in the default of an Answer, in the amount of \$ 43,893.03 computed as follows:

Principal	\$ 40,286.88
Interest thru 03/23/01	
at the legal interest rate of \$ 10.49 per diem	\$ 2,659.43
Late Charges through 03/23/01	\$ 96.72
Attorney's Fees	\$ 800.00
Other Charges	\$ <u>50.00</u>
<b>TOTAL</b>	<b>\$ 43,893.03</b>

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

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

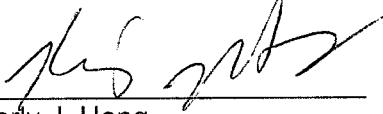
By: \_\_\_\_\_

  
Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2601 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

VERIFICATION

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

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

By: 

Kimberly J. Hong  
Weltman, Weinberg & Reis Co., L.P.A.  
2601 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff

vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Civil Action No. 01-178 CD

Defendants

**IMPORTANT NOTICE**

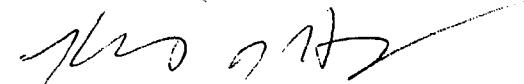
TO: Amy Ilene Lowmaster a/k/a Amy I. Lowmaster  
McGees Mills Road  
P.O. Box 71  
Troutville, PA 15866

Date of Notice: March 12, 2001

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

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

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

By:   
Kimberly J. Hong  
Weltman, Weinberg & Reis co. L.P.A.  
2601 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff

vs.

Civil Action No. 01-178 CD

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER,

Defendants

**IMPORTANT NOTICE**

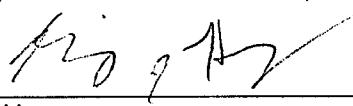
TO: Mark Allen Lowmaster a/k/a Mark A. Lowmaster  
McGees Mills Road  
P.O. Box 71  
Troutville, PA 15866

Date of Notice: March 12, 2001

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

Harris Savings Bank  
Ashland Homes/Shippensburg  
Plaintiff(s)

No.: 2001-00178-CD

Real Debt: \$43,893.03

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mark Allen Lowmaster  
Amy Ilene Lowmaster  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 3, 2001

Expires: April 3, 2006

Certified from the record this April 3, 2001

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff, No. 01-178 CD  
vs.

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER

Defendants.

NOTICE OF JUDGMENT OR ORDER

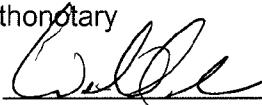
TO: Mark Allen Lowmaster a/k/a  
Mark A. Lowmaster  
P.O. Box 71  
Troutville, PA 15866

( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on April 3, 2001

( ) Assumpsit Judgment in the amount of \$\_\_\_\_\_ plus costs.  
(XX) Mortgage Foreclosure in the amount of \$ 43,893.03 plus costs.  
( ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's  
license and/or registration will be suspended by the Department of  
Transportation, Bureau of Traffic Safety, Harrisburg, PA.  
(xx) Entry of Judgment of  
( ) Court Order  
( ) Non-Pros  
( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

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

HARRIS SAVINGS BANK, assignee of  
ASHLAND HOME/SHIPPENSVILLE,

Plaintiff,  
vs.  
No. 01-178 CD

MARK ALLEN LOWMASTER a/k/a  
MARK A. LOWMASTER and  
AMY ILENE LOWMASTER a/k/a  
AMY I. LOWMASTER

Defendants.

NOTICE OF JUDGMENT OR ORDER

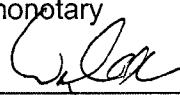
TO: Amy Ilene Lowmaster a/k/a  
Amy I. Lowmaster  
P.O. Box 71  
Troutville, PA 15866

( ) Plaintiff  
(xx) Defendant  
( ) Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on April 3, 2001

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( ) Confession  
(xx) Default  
( ) Verdict  
( ) Arbitration Award

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

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