

01-212-CD  
IASALIE NATIONAL BANK -vs- DANIEL K. READ et al

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

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LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 01-212-CD

VS.

COMPLAINT IN  
MORTGAGE FORECLOSURE

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

COMPLAINT - CIVIL ACTION

NOTICE

**FILED**

FEB 12 2001

**William A. Shaw**  
Prothonotary

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 defense 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 NOTICE 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.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891

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DUBOIS, PA 15801

DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. LaSalle National Bank, As Trustee under the Pooling & Servicing Agreement dated 6/1/98 Series 1998-2, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Daniel K. Read and Laura D. Read, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by Assignment. Said Mortgage was dated March 30, 1998 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1920, page 560. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
2. The Mortgage is secured by Defendant(s) Note dated March 30, 1998 in the amount of \$33,160.00 payable to Plaintiff in monthly installments with an interest rate of 10.150%.

3. The land subject to the mortgage is:  
466 Treasure Lake, Dubois, PA 15801.
4. The defendant(s), Daniel K. Read and Laura D. Read is/are the real owner(s) of the land subject to the mortgage and the Defendants' address is : 466 Treasure Lake, Dubois, PA 15801.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

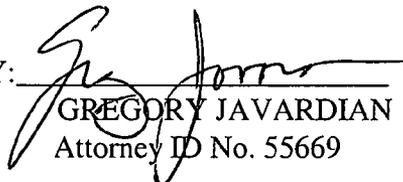
Principal Balance	\$32,515.88
Interest to 1/8/2001	2,078.56
Accumulated Late Charges	355.74
Securing & Winterizing	100.00
Inspections and Interest on Disbursements	100.11
Attorney Fees/Costs	3,700.00
TOTAL	\$38,850.29

plus interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants October 19, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$38,850.29 together with the interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:   
GREGORY JAVARDIAN  
Attorney ID No. 55669

**NOTE**

PENNSYLVANIA

US \$ 33,160.00

MARCH 30, 1998  
Date466 TREASURE LAKE, DUBOIS, PA 15801  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,160.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding Company, Division of Superior Bank FSB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.150%. Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B).

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on MAY 03, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 9) will be assessed separately. If, on APRIL 03, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 135 CHESTNUT RIDGE ROAD  
MONTVALE NJ 07645, or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 323.30.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in Section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000% of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(C) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorser"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

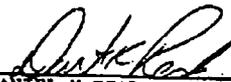
If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

Federal law and Illinois law will govern the interest rate charged on this loan. Otherwise, this Note shall be governed by the laws of the Commonwealth of Pennsylvania and any applicable federal law. In the event of a conflict between any provision of this Note and any applicable statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
DANIEL K READ  
Borrower

  
\_\_\_\_\_  
(Seal)  
LAURA D READ  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998, and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

MORTGAGE FROM: DANIEL K. READ &  
LAURA D. READ  
TO: ALLIANCE FUNDING COMPANY  
A DIVISION OF SUPERIOR BANK FSB  
VOL 1920 PAGE 560

[Space Above This Line For Recording Data]

Prepared by *AKO*

Account #: 0800713059 - *L-236*

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1998.  
The mortgagor is DANIEL K READ AND LAURA D READ

whose address is 466 TREASURE LAKE, DUBOIS, PA 15801 ("Borrower"). This Security Instrument is given to Alliance Funding Company, Division of Superior Bank FSB, which is organized and existing under the laws of the United States, and whose address is 135 CHESTNUT RIDGE ROAD MONTVALE, NJ 07645 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 33,160.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on APRIL 03, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate as provided by the terms of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of 466 TREASURE LAKE (Street)  
DUBOIS, Pennsylvania 15801 ("Property Address");  
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all AIZA

EXHIBIT "A"

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Legal Description

ALL THAT CERTAIN tract of designated as Lot No. 205, section no. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the recorder of deeds office in Miscellaneous Docket Map File #24

PARCEL #128-C02-12-205-21

DBV 1738/318

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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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 15 calendar days after the date it is due), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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 and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it.

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

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

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

10. **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 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. **Governing Law; Severability.** If this Security Instrument is a second priority mortgage and the original principal amount of the Note is \$50,000 or less, federal law and Illinois law will govern the interest rate charged on the Note. Otherwise, federal law, Pennsylvania law and any local law that applies in the place in which the Property is located will govern this Security Instrument (federal law and Pennsylvania law will also govern the interest rate charged on the Note if either the original principal amount of the Note exceeds \$50,000 or this Security Instrument is a first priority mortgage). 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.

14. **Borrower's Copy.** Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

15. **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 12 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.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, 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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. **Lender's Rights if Borrower Fails to Keep Promises and Agreements.** If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the

original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

**18. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. 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 stated in the Note.

22. 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.

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[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other(s) [(specify) \_\_\_\_\_]
- Balloon Rider
- Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Dolores P. Joste  
Dolores P. Joste

Dante K. Read  
 DANTEL K READ Borrower  
Laura D. Read  
 LAURA D READ Borrower

\_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower



**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

*Daniel K Read* (Seal)  
DANIEL K READ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

*Laura D Read* (Seal)  
LAURA D READ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:30 4-1-98  
BY K. Starck  
FEES 29.50  
Karen L. Starck, Recorder

PREPAYMENT RIDER TO NOTE/SEC. INST.  
(ARM RIDER (7/21/97))

PAGE 2 OF 2

LOAN ID: 0800713059  
CD236MA.USM

ALGC

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 19, 9:30, Karen L. Starck, Recorder

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

October 19, 2000

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15802

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 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 can call (717) 780-1869).

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

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

**STATEMENTS OF POLICY**

**HOMEOWNER'S NAME(S):** DANIEL K. READ & LAURA D. READ  
**PROPERTY ADDRESS:** 466 TREASURE LAKE, DUBOIS, PA 15801  
**LOAN ACCT. NO.:** 0800713059  
**ORIGINAL LENDER** ALLIANCE FUNDING COMPANY, A DIVISION OF  
SUPERIOR BANK, FSB  
**CURRENT LENDER/SERVICER:** LA SALLE NATIONAL BANK  
C/O SUPERIOR BANK, FSB

**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 Emergency Mortgage Assistance Program. To do so, you must fill out sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 466 TREASURE LAKE, DUBOIS, PA 15801 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: 5/3/00 thru 10/3/00 at \$323.30 per month.

Monthly Payments Plus Late Charges Accrued:	\$2,247.03
Attorney fee:	\$50.00
NSF:	\$15.00
Property Inspection:	\$117.00
Insurance:	\$0.00
Other:	\$0.00
(Suspense)	(\$.47)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$2,428.56</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$2,428.56 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: SUPERIOR BANK, FSB, ONE RAMLAND ROAD, ORANGEBURG, NY 10962, ATTN: VALERIE BARNES.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

SUPERIOR BANK, FSB  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962  
(800) 451-1093

CONTACT PERSON: VALERIE BARNES EXT. 2476

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

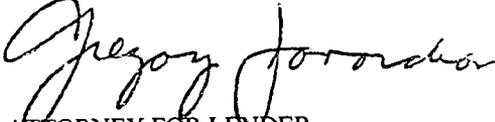
ASSUMPTION OF MORTGAGE- You     may or   XX   may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale that the other requirements of the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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
814-944-8100  
FAX 814-44-5747

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX 724-465-5118

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

VERIFICATION

RECEIVED  
You are hereby notified of your right to be heard  
at a hearing.

The undersigned hereby states that the statements made in the foregoing pleading  
are true and correct to the best of his/her information, knowledge and belief and  
understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A.  
Section 4904, relating to unsworn falsification to authorities.

Alister Yoshida

April 5 2001 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

[Signature]  
Deputy Prothonotary

5-14-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

[Signature]  
Deputy Prothonotary

*Sec'd*  
**FILED**  
FEB 12 2001  
11:00 AM  
William A. Shaw  
Prothonotary  
Att'y pd.  
8000  
1 CC Att'y  
& cc Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10689

LASALLE NATIONAL BANK

01-212-CD

VS.

READ, DANIEL K. and LAURA D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 13, 2001 RETURN THE WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO DANIEL K. READ AND LAURA D. READ, DEFENDANTS. NEVER RECEIVED SURCHARGE FROM ATTORNEY.

Return Costs

Cost Description
19.34 SHFF. HAWKINS PAID BY: ATTY.
20.00 SURCHARGE PAID BY: Atty.

FILED

MAR 15 2001
02:41 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

Day Of 2001
[Signature]

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

So Answers,

[Signature]
Chester A. Hawkins
Sheriff

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

---

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603

PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 01-212-CD

VS.

COMPLAINT IN  
MORTGAGE FORECLOSURE

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

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

FEB 12 2001

COMPLAINT - CIVIL ACTION

Witness: *William L. Shaw*  
Prothonotary

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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 NOTICE 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.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891

LAW OFFICES OF GREGORY JAVARDIAN  
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VS.

COMPLAINT IN  
MORTGAGE FORECLOSURE

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. LaSalle National Bank, As Trustee under the Pooling & Servicing Agreement dated 6/1/98 Series 1998-2, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Daniel K. Read and Laura D. Read, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by Assignment. Said Mortgage was dated March 30, 1998 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1920, page 560. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
2. The Mortgage is secured by Defendant(s) Note dated March 30, 1998 in the amount of \$33,160.00 payable to Plaintiff in monthly installments with an interest rate of 10.150%.

3. The land subject to the mortgage is:  
466 Treasure Lake, Dubois, PA 15801.
4. The defendant(s), Daniel K. Read and Laura D. Read is/are the real owner(s) of the land subject to the mortgage and the Defendants' address is : 466 Treasure Lake, Dubois, PA 15801.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

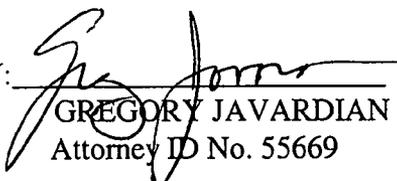
Principal Balance	\$32,515.88
Interest to 1/8/2001	2,078.56
Accumulated Late Charges	355.74
Securing & Winterizing	100.00
Inspections and Interest on Disbursements	100.11
Attorney Fees/Costs	3,700.00
TOTAL	\$38,850.29

plus interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants October 19, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$38,850.29 together with the interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:   
GREGORY JAVARDIAN  
Attorney ID No. 55669

## NOTE

PENNSYLVANIA

US \$ 33,160.00

MARCH 30, 1998  
Date466 TREASURE LAKE, DUBOIS, PA 15801  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,160.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding Company, Division of Superior Bank FSB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.150%. Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B).

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on MAY 03, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 9) will be assessed separately. If, on APRIL 03, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 135 CHESTNUT RIDGE ROAD  
MONTVALE NJ 07645, or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 323.30.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in Section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000% of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(C) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorsers"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

Federal law and Illinois law will govern the interest rate charged on this loan. Otherwise, this Note shall be governed by the laws of the Commonwealth of Pennsylvania and any applicable federal law. In the event of a conflict between any provision of this Note and any applicable statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
DANIEL K READ Borrower

  
\_\_\_\_\_  
(Seal)  
LAURA D READ Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998, and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

Mortgagor From: DANIEL K. READ &  
LAURA D. READ

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To: ALLIANCE FUNDING COMPANY  
A DIVISION OF SUPERIOR BANK FSB

[Space Above This Line For Recording Data]

Prepared by *AK*

Account #: 0800713059 - *1236*

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1998.  
The mortgagor is DANIEL K READ AND LAURA D READ

whose address is 466 TREASURE LAKE, DUBOIS, PA 15801 ("Borrower"). This Security Instrument is given to Alliance Funding Company, Division of Superior Bank FSB, which is organized and existing under the laws of the United States, and whose address is 135 CHESTNUT RIDGE ROAD MONTVALE, NJ 07645 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 33,160.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on APRIL 03, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate as provided by the terms of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of 466 TREASURE LAKE (Street)  
DUBOIS, Pennsylvania 15801 ("Property Address"):  
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all ATZA

EXHIBIT "A"

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Legal Description

ALL THAT CERTAIN tract of designated as Lot No. 205, section no. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the recorder of deeds office in Miscellaneous Docket Map File #24

PARCEL #128-C02-12-205-21

DBV 1738/318

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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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 15 calendar days after the date it is due), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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1920  
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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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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 and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it.

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

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

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

10. **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 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. **Governing Law; Severability.** If this Security Instrument is a second priority mortgage and the original principal amount of the Note is \$50,000 or less, federal law and Illinois law will govern the interest rate charged on the Note. Otherwise, federal law, Pennsylvania law and any local law that applies in the place in which the Property is located will govern this Security Instrument (federal law and Pennsylvania law will also govern the interest rate charged on the Note if either the original principal amount of the Note exceeds \$50,000 or this Security Instrument is a first priority mortgage). 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.

14. **Borrower's Copy.** Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

15. **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 12 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.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, 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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. **Lender's Rights if Borrower Fails to Keep Promises and Agreements.** If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the

LOAN ID: 0800713059

original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

**18. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. 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 stated in the Note.

22. 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.

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[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other(s) [(specify) \_\_\_\_\_]
- Balloon Rider
- Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

*Dolores J. Gyski*  
*Dolores J. Gyski*

*Daniel K. Read* DANIEL K. READ Borrower  
*Laura D. Read* LAURA D. READ Borrower  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower



**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

*Dante K Read* (Seal)  
DANTEL K READ Borrower

*Laura D Read* (Seal)  
LAURA D READ Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:30A 4-6-98  
BY [Signature]  
FEES 29.50  
Karen L. Starck, Recorder

PREPAYMENT RIDER TO NOTE/SEC. INST.  
TARM RIDER (7/21/97)

PAGE 2 OF 2

LOAN ID: 0800713059  
CD236MA.USM  
ALCC

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Entered of Record \_\_\_\_\_ 19\_\_\_\_, 9:30+ Karen L. Starck, Recorder

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

October 19, 2000

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15802

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 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 can call (717) 780-1869).

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

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

**STATEMENTS OF POLICY**

**HOMEOWNER'S NAME(S):** DANIEL K. READ & LAURA D. READ  
**PROPERTY ADDRESS:** 466 TREASURE LAKE, DUBOIS, PA 15801  
**LOAN ACCT. NO.:** 0800713059  
**ORIGINAL LENDER** ALLIANCE FUNDING COMPANY, A DIVISION OF  
SUPERIOR BANK, FSB  
**CURRENT LENDER/SERVICER:** LA SALLE NATIONAL BANK  
C/O SUPERIOR BANK, FSB

**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 you 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 Emergency Mortgage Assistance Program. To do so, you must fill out sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 466 TREASURE LAKE, DUBOIS, PA 15801 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: 5/3/00 thru 10/3/00 at \$323.30 per month.

Monthly Payments Plus Late Charges Accrued:	\$2,247.03
Attorney fee:	\$50.00
NSF:	\$15.00
Property Inspection:	\$117.00
Insurance:	\$0.00
Other:	\$0.00
(Suspense)	(\$.47)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$2,428.56</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$2,428.56 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: SUPERIOR BANK, FSB, ONE RAMLAND ROAD, ORANGEBURG, NY 10962, ATTN: VALERIE BARNES.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**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 attorney to start legal action to foreclosure upon your mortgage property.

**IF THE MORTGAGE IS FORECLOSED UPON-** The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER-**

SUPERIOR BANK, FSB  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962  
(800) 451-1093

CONTACT PERSON: VALERIE BARNES EXT. 2476

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

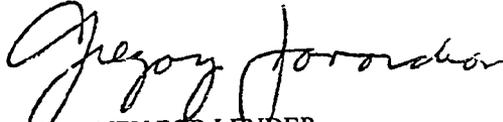
**ASSUMPTION OF MORTGAGE-** You     may or   XX   may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale that the other requirements of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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX 724-465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
814-944-8100  
FAX 814-44-5747

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

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her information, knowledge and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Peter Yoshida", written over a horizontal line.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

---

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603

PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 01-212-CD

VS.

COMPLAINT IN  
MORTGAGE FORECLOSURE

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

COMPLAINT - CIVIL ACTION

NOTICE

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

FEB 12 2001

Attest:

*William L. Shaw*  
Prothoniary

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 defense 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 NOTICE 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.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

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LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO.

VS.

COMPLAINT IN  
MORTGAGE FORECLOSURE

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. LaSalle National Bank, As Trustee under the Pooling & Servicing Agreement dated 6/1/98 Series 1998-2, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Daniel K. Read and Laura D. Read, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by Assignment. Said Mortgage was dated March 30, 1998 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1920, page 560. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
2. The Mortgage is secured by Defendant(s) Note dated March 30, 1998 in the amount of \$33,160.00 payable to Plaintiff in monthly installments with an interest rate of 10.150%.

3. The land subject to the mortgage is:  
466 Treasure Lake, Dubois, PA 15801.
4. The defendant(s), Daniel K. Read and Laura D. Read is/are the real owner(s) of the land subject to the mortgage and the Defendants' address is : 466 Treasure Lake, Dubois, PA 15801.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

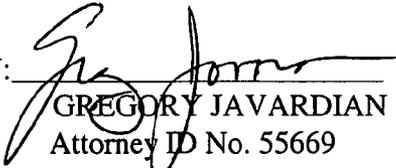
Principal Balance	\$32,515.88
Interest to 1/8/2001	2,078.56
Accumulated Late Charges	355.74
Securing & Winterizing	100.00
Inspections and Interest on Disbursements	100.11
Attorney Fees/Costs	3,700.00
TOTAL	\$38,850.29

plus interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants October 19, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$38,850.29 together with the interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:   
GREGORY JAVARDIAN  
Attorney ID No. 55669

## NOTE

PENNSYLVANIA

US \$ 33,160.00

MARCH 30, 1998  
Date466 TREASURE LAKE, DUBOIS, PA 15801  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,160.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding Company, Division of Superior Bank FSB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.150% . Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B).

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on MAY 03, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 9) will be assessed separately. If, on APRIL 03, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 135 CHESTNUT RIDGE ROAD  
MONTVALE NJ 07645, or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 323.30.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in Section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000% of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(C) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorsers"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

Federal law and Illinois law will govern the interest rate charged on this loan. Otherwise, this Note shall be governed by the laws of the Commonwealth of Pennsylvania and any applicable federal law. In the event of a conflict between any provision of this Note and any applicable statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

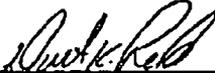
1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Mortgage From: DANIEL K. READ &  
LAURA D. READ  
To: ALLIANCE FUNDING COMPANY  
A DIVISION OF SUPERIOR BANK FSB  
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[Space Above This Line For Recording Data]

Prepared by: *AK*

Account #: 0800713059 - *1236*

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1998.  
The mortgagor is DANIEL K READ AND LAURA D READ

whose address is 466 TREASURE LAKE, DUBOIS, PA 15801 ("Borrower"). This Security Instrument is given to Alliance Funding Company, Division of Superior Bank FSB, which is organized and existing under the laws of the United States, and whose address is 135 CHESTNUT RIDGE ROAD MONTVALE, NJ 07645 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 33,160.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on APRIL 03, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate as provided by the terms of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of 466 TREASURE LAKE  
(Street)  
DUBOIS, Pennsylvania 15801 ("Property Address"):  
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all AIZA

EXHIBIT "A"

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Legal Description

ALL THAT CERTAIN tract of designated as Lot No. 205, section no. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the recorder of deeds office in Miscellaneous Docket Map File #24

PARCEL #128-C02-12-205-21

DBV 1738/318

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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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 15 calendar days after the date it is due), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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 and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it.

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

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

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

10. **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 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. **Governing Law; Severability.** If this Security Instrument is a second priority mortgage and the original principal amount of the Note is \$50,000 or less, federal law and Illinois law will govern the interest rate charged on the Note. Otherwise, federal law, Pennsylvania law and any local law that applies in the place in which the Property is located will govern this Security Instrument (federal law and Pennsylvania law will also govern the interest rate charged on the Note if either the original principal amount of the Note exceeds \$50,000 or this Security Instrument is a first priority mortgage). 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.

14. **Borrower's Copy.** Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

15. **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 12 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.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, 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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. **Lender's Rights if Borrower Fails to Keep Promises and Agreements.** If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the

original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. 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 stated in the Note.

22. 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
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other(s) [(specify) \_\_\_\_\_]
- Balloon Rider
- Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Dolores J. Jyke  
Dolores J. Jyke

Daniel K. Read  
 DANIEL K READ Borrower  
Laura D. Read  
 LAURA D READ Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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I hereby certify that the precise address of the Lender (Mortgagee) is:  
135 CHESTNUT RIDGE ROAD, MONTVALE, NJ 07645

On behalf of the Lender. By: [Signature] Title: ACCOUNT EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, County ss: Clearfield

On this, the 30th day of March, 1998 before me, Dolores F. Yoha the undersigned officer, personally appeared DANTEI K. READ AND LAURA D. READ known to me (or satisfactorily proven) to be the person(s) whose name(s) are they subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

[Signature]  
Title of Officer  
Notary Public



NOTARIAL SEAL  
Dolores F. Yoha, Notary Public  
City of DuBois, Clearfield County, PA.  
My Commission Expires March 7, 1999

**AFTER RECORDING RETURN TO:**

SUPERIOR BANK FSB  
135 CHESTNUT RIDGE ROAD  
MONTVALE NJ 07645  
ATTN: RECORDED DOCUMENTS DEPT.

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

*Daniel K Read* (Seal)  
DANIEL K READ Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

*Laura D Read* (Seal)  
LAURA D READ Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:30 4-98  
BY [Signature]  
FEES 29.50  
Karen L. Starck, Recorder

PREPAYMENT RIDER TO NOTE/SEC. INST.  
/ARM RIDER (7/21/97)

PAGE 2 OF 2

LOAN ID: 0800713059  
CD236MA.USM  
ALGC

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 \_\_\_\_\_ 19 \_\_\_\_\_, 9:30 Karen L. Starck, Recorder

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

October 19, 2000

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15802

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 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 can call (717) 780-1869).

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

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

**STATEMENTS OF POLICY**

**HOMEOWNER'S NAME(S):** DANIEL K. READ & LAURA D. READ  
**PROPERTY ADDRESS:** 466 TREASURE LAKE, DUBOIS, PA 15801  
**LOAN ACCT. NO.:** 0800713059  
**ORIGINAL LENDER** ALLIANCE FUNDING COMPANY, A DIVISION OF  
SUPERIOR BANK, FSB  
**CURRENT LENDER/SERVICER:** LA SALLE NATIONAL BANK  
C/O SUPERIOR BANK, FSB

**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 you 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 Emergency Mortgage Assistance Program. To do so, you must fill out sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 466 TREASURE LAKE, DUBOIS, PA 15801 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: 5/3/00 thru 10/3/00 at \$323.30 per month.

Monthly Payments Plus Late Charges Accrued:	\$2,247.03
Attorney fee:	\$50.00
NSF:	\$15.00
Property Inspection:	\$117.00
Insurance:	\$0.00
Other:	\$0.00
(Suspense)	(\$ .47)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<u><u>\$2,428.56</u></u>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$2,428.56 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: SUPERIOR BANK, FSB, ONE RAMLAND ROAD, ORANGEBURG, NY 10962, ATTN: VALERIE BARNES.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

SUPERIOR BANK, FSB  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962  
(800) 451-1093

CONTACT PERSON: VALERIE BARNES EXT. 2476

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

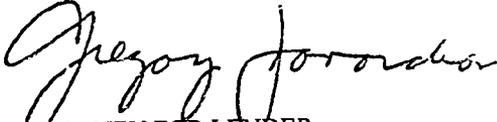
ASSUMPTION OF MORTGAGE- You \_\_\_ may or XX may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale that the other requirements of the mortgage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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX 724-465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
814-944-8100  
FAX 814-44-5747

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

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her information, knowledge and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Peter Yoshida", written over a horizontal line.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN, ESQUIRE  
ATTORNEY I.D. #55669  
44 Second Street Pike, Suite 101  
Southampton, PA 18966  
(215) 942-9690

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2

Plaintiff

vs.

DANIEL K. READ  
LAURA D. READ

Defendant(s)

COURT OF COMMON PLEAS  
TRIAL DIVISION  
CLEARFIELD COUNTY

No. 01-212-CD

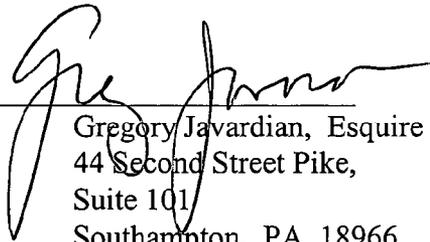
PRAECIPE TO REINSTATE COMPLAINT

TO THE COURT:

Kindly Reinstate the Complaint in Mortgage Foreclosure for an  
Additional thirty (30) days.

Dated: March 26, 2001

BY:

  
\_\_\_\_\_  
Gregory Javardian, Esquire  
44 Second Street Pike,  
Suite 101  
Southampton, PA 18966

**FILED**

APR 05 2001  
m/11:45/wae  
William A. Shaw  
Prothonotary

  
PO  
7.00

CLERK TO COURT

2 REINSTATEMENTS TO SHFF

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

---

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603

PLAINTIFF

VS.

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 01-212-05

COMPLAINT IN  
MORTGAGE FORECLOSURE

COMPLAINT - CIVIL ACTION

NOTICE

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

FEB 13 2001

at: William J. ...  
Prothonotary

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 defense 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 NOTICE 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.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891

Apr 5, 2001 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. William J. ...  
Deputy Prothonotary

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
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COURT OF COMMON PLEAS  
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NO.

VS.

COMPLAINT IN  
MORTGAGE FORECLOSURE

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. LaSalle National Bank, As Trustee under the Pooling & Servicing Agreement dated 6/1/98 Series 1998-2, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Daniel K. Read and Laura D. Read, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by Assignment. Said Mortgage was dated March 30, 1998 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1920, page 560. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
2. The Mortgage is secured by Defendant(s) Note dated March 30, 1998 in the amount of \$33,160.00 payable to Plaintiff in monthly installments with an interest rate of 10.150%.

3. The land subject to the mortgage is:  
466 Treasure Lake, Dubois, PA 15801.
4. The defendant(s), Daniel K. Read and Laura D. Read is/are the real owner(s) of the land subject to the mortgage and the Defendants' address is : 466 Treasure Lake, Dubois, PA 15801.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$32,515.88
Interest to 1/8/2001	2,078.56
Accumulated Late Charges	355.74
Securing & Winterizing	100.00
Inspections and Interest on Disbursements	100.11
Attorney Fees/Costs	3,700.00
TOTAL	\$38,850.29

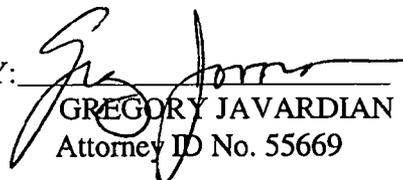
plus interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants October 19, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$38,850.29 together with the interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:

  
GREGORY JAVARDIAN  
Attorney ID No. 55669

## NOTE

PENNSYLVANIA

US \$ 33,160.00.

MARCH 30, 1998  
Date466 TREASURE LAKE, DUBOIS, PA 15801  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,160.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding Company, Division of Superior Bank FSB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.150% . Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B).

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on MAY 03, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 9) will be assessed separately. If, on APRIL 03, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 135 CHESTNUT RIDGE ROAD  
MONTVALE NJ 07645

, or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 323.30.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in Section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000% of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(C) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorsers"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

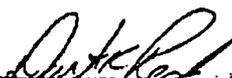
If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

Federal law and Illinois law will govern the interest rate charged on this loan. Otherwise, this Note shall be governed by the laws of the Commonwealth of Pennsylvania and any applicable federal law. In the event of a conflict between any provision of this Note and any applicable statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
DANIEL K READ  
Borrower

  
\_\_\_\_\_  
(Seal)  
LAURA D READ  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998, and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

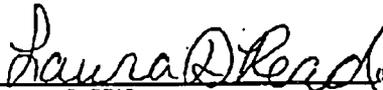
**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

NOTICE OF FLOM: DANIEL K. READ &  
LAURA D. READ  
To: ALLIANCE FUNDING COMPANY  
A DIVISION OF SUPERIOR BANK FSB  
VOL 1920 PAGE 560

[Space Above This Line For Recording Date]

Prepared by *AKC*  
Account #: 0800713059 - *L-236*

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1998.  
The mortgagor is DANIEL K READ AND LAURA D READ

whose address is 466 TREASURE LAKE, DUBOIS, PA 15801 ("Borrower"). This Security Instrument is given to Alliance Funding Company, Division of Superior Bank FSB, which is organized and existing under the laws of the United States, and whose address is 135 CHESTNUT RIDGE ROAD MONTVALE, NJ 07645 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 33,160.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on APRIL 03, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate as provided by the terms of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of 466 TREASURE LAKE (Street)  
DUBOIS, Pennsylvania 15801 ("Property Address");  
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all A1ZA

EXHIBIT "A"

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Legal Description

ALL THAT CERTAIN tract of designated as Lot No. 205, section no. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the recorder of deeds office in Miscellaneous Docket Map File #24

PARCEL #128-C02-12-205-21

DBV 1738/318

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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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 15 calendar days after the date it is due), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

301  
1920  
PAGE 563

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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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 and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it.

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

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

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

10. **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 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. **Governing Law; Severability.** If this Security Instrument is a second priority mortgage and the original principal amount of the Note is \$50,000 or less, federal law and Illinois law will govern the interest rate charged on the Note. Otherwise, federal law, Pennsylvania law and any local law that applies in the place in which the Property is located will govern this Security Instrument (federal law and Pennsylvania law will also govern the interest rate charged on the Note if either the original principal amount of the Note exceeds \$50,000 or this Security Instrument is a first priority mortgage). 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.

14. **Borrower's Copy.** Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

15. **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 12 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.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, 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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. **Lender's Rights if Borrower Fails to Keep Promises and Agreements.** If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the

LOAN ID: 0800713059

original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. 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 stated in the Note.

22. 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.

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[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other(s) [(specify) \_\_\_\_\_]
- Balloon Rider
- Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Dolores P. Gyske  
Dolores P. Gyske

Daniel K. Read  
 DANIEL K READ Borrower  
Laura D. Read  
 LAURA D READ Borrower

\_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower



**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

*Daniel K Read* (Seal)  
DANIEL K READ Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

*Laura D Read* (Seal)  
LAURA D READ Mortgagor

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:30 AM 4-6-98  
BY K. L. Starck  
FEES 29.50  
Karen L. Starck, Recorder

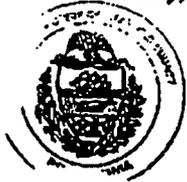
PREPAYMENT RIDER TO NOTE/SEC. INST.  
(ARM RIDER (7/21/97))

PAGE 2 OF 2

LOAN ID: 0800713059  
CD216MA.USM

ALCC

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 19 9:30 Karen L. Starck, Recorder

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

October 19, 2000

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15802

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 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 can call (717) 780-1869).

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS-EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDA SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

**STATEMENTS OF POLICY**

**HOMEOWNER'S NAME(S):** DANIEL K. READ & LAURA D. READ  
**PROPERTY ADDRESS:** 466 TREASURE LAKE, DUBOIS, PA 15801  
**LOAN ACCT. NO.:** 0800713059  
**ORIGINAL LENDER** ALLIANCE FUNDING COMPANY, A DIVISION OF  
SUPERIOR BANK, FSB  
**CURRENT LENDER/SERVICER:** LA SALLE NATIONAL BANK  
C/O SUPERIOR BANK, FSB

**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 you 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 Emergency Mortgage Assistance Program. To do so, you must fill out sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 466 TREASURE LAKE, DUBOIS, PA 15801 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: 5/3/00 thru 10/3/00 at \$323.30 per month.

Monthly Payments Plus Late Charges Accrued:	\$2,247.03
Attorney fee:	\$50.00
NSF:	\$15.00
Property Inspection:	\$117.00
Insurance:	\$0.00
Other:	\$0.00
(Suspense)	(\$ .47)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$2,428.56</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$2,428.56 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: SUPERIOR BANK, FSB, ONE RAMLAND ROAD, ORANGEBURG, NY 10962, ATTN: VALERIE BARNES.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

SUPERIOR BANK, FSB  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962  
(800) 451-1093

CONTACT PERSON: VALERIE BARNES EXT. 2476

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

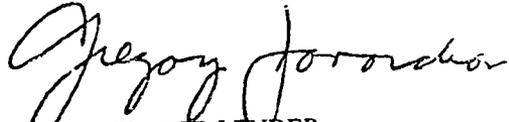
ASSUMPTION OF MORTGAGE- You     may or   XX   may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale that the other requirements of the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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX 724-465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
814-944-8100  
FAX 814-44-5747

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

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her information, knowledge and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Peter Yoshida", written over a horizontal line.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10689

LASALLE NATIONAL BANK

01-212-CD

vs.

READ, DANIEL K. and LAURA D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 8, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO DANIEL K. READ & LAURA D. READ, DEFENDANTS. RECEIVED ADVANCE COSTS TOO LATE TO ATTEMPT SERVICE.

Return Costs

Cost Description  
5.68 SHFF. HAWKINS PAID BY: ATTY.

FILED

MAY 11 2001  
m/lll  
William A. Shaw  
Prothonotary

Sworn to Before Me This

11th Day Of May 2001  
*William A. Shaw*

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

So Answers,

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

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

---

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603

PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 01-212-02

COMPLAINT IN

MORTGAGE FORECLOSURE

VS.

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

COMPLAINT - CIVIL ACTION

NOTICE

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

FEB 10 2001

at: *William J. ...*  
Prothonotary

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 defense 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 NOTICE 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.**

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891

Filed 5, 2001 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William J. ...*  
Deputy Prothonotary

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
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CHICAGO, IL 60603

PLAINTIFF

VS.

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO.

COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. LaSalle National Bank, As Trustee under the Pooling & Servicing Agreement dated 6/1/98 Series 1998-2, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Daniel K. Read and Laura D. Read, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by Assignment. Said Mortgage was dated March 30, 1998 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1920, page 560. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
2. The Mortgage is secured by Defendant(s) Note dated March 30, 1998 in the amount of \$33,160.00 payable to Plaintiff in monthly installments with an interest rate of 10.150%.

3. The land subject to the mortgage is:  
466 Treasure Lake, Dubois, PA 15801.
4. The defendant(s), Daniel K. Read and Laura D. Read is/are the real owner(s) of the land subject to the mortgage and the Defendants' address is : 466 Treasure Lake, Dubois, PA 15801.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

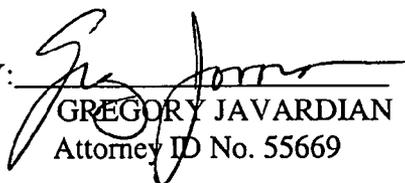
Principal Balance	\$32,515.88
Interest to 1/8/2001	2,078.56
Accumulated Late Charges	355.74
Securing & Winterizing	100.00
Inspections and Interest on Disbursements	100.11
Attorney Fees/Costs	3,700.00
TOTAL	\$38,850.29

plus interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants October 19, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$38,850.29 together with the interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:   
GREGORY JAVARDIAN  
Attorney ID No. 55669

## NOTE

PENNSYLVANIA

US \$ 33,160.00

MARCH 30, 1998  
Date466 TREASURE LAKE, DUBOIS, PA 15801  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,160.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding Company, Division of Superior Bank FSB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.150%. Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B).

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on MAY 03, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 9) will be assessed separately. If, on APRIL 03, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 135 CHESTNUT RIDGE ROAD MONTVALE NJ 07645, or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 323.30.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in Section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000% of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(C) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorser"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

Federal law and Illinois law will govern the interest rate charged on this loan. Otherwise, this Note shall be governed by the laws of the Commonwealth of Pennsylvania and any applicable federal law. In the event of a conflict between any provision of this Note and any applicable statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998, and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

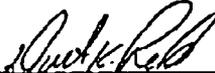
1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

MORTGAGE FROM: DANIEL K. READ &  
LAURA D. READ  
TO: ALLIANCE FUNDING COMPANY  
A DIVISION OF SUPERIOR BANK FSB  
VOL 1920 PAGE 560

[Space Above This Line For Recording Date]

Prepared by: *AKU*  
Account #: 0800713059 - *1236*

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1998.  
The mortgagor is DANIEL K READ AND LAURA D READ

whose address is 466 TREASURE LAKE, DUBOIS, PA 15801 ("Borrower"). This Security Instrument is given to Alliance Funding Company, Division of Superior Bank FSB, which is organized and existing under the laws of the United States, and whose address is 135 CHESTNUT RIDGE ROAD MONTVALE, NJ 07645 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 33,160.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on APRIL 03, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate as provided by the terms of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of 466 TREASURE LAKE (Street)  
DUBOIS, Pennsylvania 15801 ("Property Address"):  
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all ATZA

EXHIBIT "A"

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Legal Description

ALL THAT CERTAIN tract of designated as Lot No. 205, section no. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the recorder of deeds office in Miscellaneous Docket Map File #24

PARCEL #128-C02-12-205-21

DBV 1738/318

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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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 15 calendar days after the date it is due), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Vol 1920 PAGE 563

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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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 and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it.

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

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

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

10. **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 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. Governing Law; Severability. If this Security Instrument is a second priority mortgage and the original principal amount of the Note is \$50,000 or less, federal law and Illinois law will govern the interest rate charged on the Note. Otherwise, federal law, Pennsylvania law and any local law that applies in the place in which the Property is located will govern this Security Instrument (federal law and Pennsylvania law will also govern the interest rate charged on the Note if either the original principal amount of the Note exceeds \$50,000 or this Security Instrument is a first priority mortgage). 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.

14. Borrower's Copy. Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

15. 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 12 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.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, 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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Lender's Rights if Borrower Fails to Keep Promises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the

LOAN ID: 0800713059

original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

18. Assignment of Rents; Appointmnet of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. 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 stated in the Note.

22. 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.

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[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other(s) [(specify) \_\_\_\_\_]
- Balloon Rider
- Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Dolores P. Joste  
Dolores P. Joste

Dante K. Read  
 DANTEL K READ Borrower  
Laura D. Read  
 LAURA D READ Borrower

\_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower



**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

*Daniel K. Read* (Seal)  
DANIEL K READ Borrower

*Laura D. Read* (Seal)  
LAURA D READ Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:30 4-6-98  
BY K. L. Starck  
FEES 29.50  
Karen L. Starck, Recorder

PREPAYMENT RIDER TO NOTE/SEC. INST.  
(ARM RIDER (7/21/97))

PAGE 2 OF 2

LOAN ID: 0800713059  
CD219MA.USM

ALCC

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



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

Entered of Record 19, 9:30 Karen L. Starck, Recorder

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

October 19, 2000

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15802

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 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 can call (717) 780-1869).

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

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

**STATEMENTS OF POLICY**

**HOMEOWNER'S NAME(S):** DANIEL K. READ & LAURA D. READ  
**PROPERTY ADDRESS:** 466 TREASURE LAKE, DUBOIS, PA 15801  
**LOAN ACCT. NO.:** 0800713059  
**ORIGINAL LENDER** ALLIANCE FUNDING COMPANY, A DIVISION OF  
SUPERIOR BANK, FSB  
**CURRENT LENDER/SERVICER:** LA SALLE NATIONAL BANK  
C/O SUPERIOR BANK, FSB

**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 you 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 Emergency Mortgage Assistance Program. To do so, you must fill out sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 466 TREASURE LAKE, DUBOIS, PA 15801 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: 5/3/00 thru 10/3/00 at \$323.30 per month.

Monthly Payments Plus Late Charges Accrued:	\$2,247.03
Attorney fee:	\$50.00
NSF:	\$15.00
Property Inspection:	\$117.00
Insurance:	\$0.00
Other:	\$0.00
(Suspense)	(\$ .47)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$2,428.56</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$2,428.56 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: SUPERIOR BANK, FSB, ONE RAMLAND ROAD, ORANGEBURG, NY 10962, ATTN: VALERIE BARNES.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

SUPERIOR BANK, FSB  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962  
(800) 451-1093

CONTACT PERSON: VALERIE BARNES EXT. 2476

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.

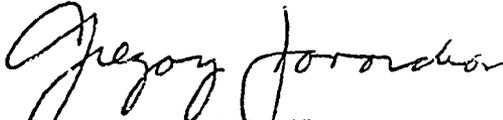
ASSUMPTION OF MORTGAGE- You  may or  may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale that the other requirements of the mortgage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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
814-944-8100  
FAX 814-44-5747

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX 724-465-5118

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

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her information, knowledge and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Peter Yoshida", written over a horizontal line.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
44 SECOND STREET PIKE  
SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

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LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET,  
SUITE 200  
CHICAGO, IL 60603

PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 01-212-05

COMPLAINT IN  
MORTGAGE FORECLOSURE

VS.

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DEFENDANT(S)

COMPLAINT - CIVIL ACTION

NOTICE

I hereby certify this to be a true  
and correct copy of the original  
filed in the office of the  
Prothonotary

FEB 18 2001

*William J. ...*  
Prothonotary

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 defense 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 NOTICE 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.**

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891

April 5, 2001 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William J. ...*  
Deputy Prothonotary

3. The land subject to the mortgage is:  
466 Treasure Lake, Dubois, PA 15801.
4. The defendant(s), Daniel K. Read and Laura D. Read is/are the real owner(s) of the land subject to the mortgage and the Defendants' address is : 466 Treasure Lake, Dubois, PA 15801.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$32,515.88
Interest to 1/8/2001	2,078.56
Accumulated Late Charges	355.74
Securing & Winterizing	100.00
Inspections and Interest on Disbursements	100.11
Attorney Fees/Costs	3,700.00
TOTAL	\$38,850.29

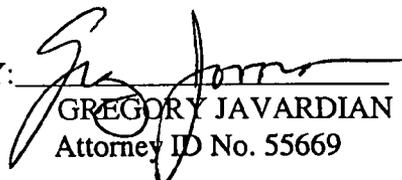
plus interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants October 19, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$38,850.29 together with the interest from 1/9/2001 at \$9.04 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:

  
GREGORY JAVARDIAN  
Attorney ID No. 55669

## NOTE

PENNSYLVANIA

US \$ 33,160.00

MARCH 30, 1998  
Date466 TREASURE LAKE, DUBOIS, PA 15801  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 33,160.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding Company, Division of Superior Bank FSB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.150%. Interest will be charged until the principal has been paid in full.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B).

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 3rd day of each month beginning on MAY 03, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Unless applicable law provides otherwise, all payments will be applied first to accrued and unpaid interest to the date of payment and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 9) will be assessed separately. If, on APRIL 03, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 135 CHESTNUT RIDGE ROAD MONTVALE NJ 07645, or at a different place if required by the Note Holder.

**(B) Amount of My Monthly Payments**

Each of my monthly payments will be in the amount of U.S. \$ 323.30.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. Except as provided in Section 5, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

**5. LOAN CHARGES**

If a law or regulation, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .5.000% of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal for each day the payment is late.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default, the Note Holder will send me a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

**(C) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

**8. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) who agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorsers"), also waives these rights.

**9. THIS NOTE COVERED BY A SECURITY INSTRUMENT**

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 6(A) and 6(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 8) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8) is also obligated to keep all of the promises made in this Note.

**11. APPLICABLE LAW**

Federal law and Illinois law will govern the interest rate charged on this loan. Otherwise, this Note shall be governed by the laws of the Commonwealth of Pennsylvania and any applicable federal law. In the event of a conflict between any provision of this Note and any applicable statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
DANIEL K READ  
Borrower

  
\_\_\_\_\_  
(Seal)  
LAURA D READ  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

  
\_\_\_\_\_  
DANIEL K READ (Seal)  
Borrower

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

  
\_\_\_\_\_  
LAURA D READ (Seal)  
Borrower

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

PREPAYMENT RIDER TO NOTE/SEC. INST.  
/ARM RIDER (7/21/97)

PAGE 2 OF 2

LOAN ID: 0800713059  
CD2166A.USM  
ALCC

MORTGAGE FROM: DANIEL K. READ &  
LAURA D. READ  
TO: ALLIANCE FUNDING COMPANY  
A DIVISION OF SUPERIOR BANK FSB  
VOL 1920 PAGE 560

[Space Above This Line For Recording Data]

Prepared by: *AK*

Account #: 0800713059 - *1236*

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MARCH 30, 1998.  
The mortgagor is DANIEL K READ AND LAURA D READ

whose address is 466 TREASURE LAKE, DUBOIS, PA 15801 ("Borrower"). This Security Instrument is given to Alliance Funding Company, Division of Superior Bank FSB, which is organized and existing under the laws of the United States, and whose address is 135 CHESTNUT RIDGE ROAD MONTVALE, NJ 07645 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 33,160.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on APRIL 03, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate as provided by the terms of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of 466 TREASURE LAKE (Street)  
DUBOIS, Pennsylvania 15801 ("Property Address"):  
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all  
A12A

EXHIBIT "A"

---

Legal Description

ALL THAT CERTAIN tract of designated as Lot No. 205, section no. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the recorder of deeds office in Miscellaneous Docket Map File #24

PARCEL #128-C02-12-205-21

DBV 1738/318

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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.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (5% of any payment not made by the end of 15 calendar days after the date it is due), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **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, not to exceed the full replacement cost of the buildings and improvements on the Property. 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

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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.

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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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments.** Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 6 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 rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **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.

8. **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 and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the persons legally entitled to it.

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

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

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

10. **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 (B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability hereunder.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. **Governing Law; Severability.** If this Security Instrument is a second priority mortgage and the original principal amount of the Note is \$50,000 or less, federal law and Illinois law will govern the interest rate charged on the Note. Otherwise, federal law, Pennsylvania law and any local law that applies in the place in which the Property is located will govern this Security Instrument (federal law and Pennsylvania law will also govern the interest rate charged on the Note if either the original principal amount of the Note exceeds \$50,000 or this Security Instrument is a first priority mortgage). 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.

14. **Borrower's Copy.** Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.

15. **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 12 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.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, 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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. **Lender's Rights if Borrower Fails to Keep Promises and Agreements.** If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the

original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. 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 stated in the Note.

22. 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.

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[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Other(s) [(specify) \_\_\_\_\_]
- Balloon Rider
- Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

Dolores P. Joste  
Dolores P. Joste

Dante K. Read  
 DANTEL K READ Borrower  
Laura D. Read  
 LAURA D READ Borrower

\_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower  
 \_\_\_\_\_  
 Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is:  
135 CHESTNUT RIDGE ROAD, MONTVALE, NJ 07645

On behalf of the Lender. By: [Signature] Title: ACCOUNT EXECUTIVE

COMMONWEALTH OF PENNSYLVANIA, County ss: Clearfield

On this, the 30th day of March, 1998, before me, Dolores F. Yohe the undersigned officer, personally appeared DANIEL K. READ AND LAURA D. READ known to me (or satisfactorily proven) to be the person(s) whose name(s) are they subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

[Signature]  
Title of Office  
Notary Public



NOTARIAL SEAL  
Dolores F. Yohe, Notary Public  
City of DuBois, Clearfield County, PA.  
My Commission Expires March 7, 1999

AFTER RECORDING RETURN TO:

SUPERIOR BANK FSB  
135 CHESTNUT RIDGE ROAD  
MONTVALE NJ 07645  
ATTN: RECORDED DOCUMENTS DEPT.

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**PREPAYMENT RIDER  
TO NOTE, SECURITY INSTRUMENT  
AND ADJUSTABLE RATE RIDER**

This PREPAYMENT RIDER TO NOTE, SECURITY INSTRUMENT (also known as "Mortgage/Deed of Trust/Deed To Secure Debt/Security Deed") AND ADJUSTABLE RATE RIDER (if applicable) is made this 30th day of MARCH, 1998 and is incorporated into and amends, modifies and supplements the Note, Security Instrument and Adjustable Rate Rider (if applicable) of the same date given by the undersigned (the "Borrower") to Alliance Funding Company, Division of Superior Bank FSB (the "Lender") covering the Property described in the Security Instrument and located at:

466 TREASURE LAKE DUBOIS, PA 15801  
(Property Address)

In addition to the agreements/covenants made in the Note, Security Instrument and Adjustable Rate Rider (if applicable), Borrower and Lender further agree as follows:

1. The paragraph of the Note, Security Instrument and Adjustable Rate Rider (if applicable) entitled or referring to "Application of Borrower's Payments" or alternately, "Application of Payments" or "Payments," is hereby amended by adding prepayment charges to the list of charges which will be assessed separately.
2. The paragraph of the Note entitled "Borrower's Right to Prepay" is hereby deleted in its entirety and replaced with the following language:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment." A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment and this Note is a fixed rate Note, there will be no changes in the due dates or amounts of my monthly payments unless the Note Holder agrees in writing to those changes. If I make a partial prepayment and this Note is an adjustable rate Note, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. If this Note is an adjustable rate Note, my partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment, but any such reduction may be offset by an interest rate increase. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first three (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay to the Note Holder a prepayment charge equal to five percent (5%) of the total amount prepaid. I will pay this prepayment charge whether prepayment is voluntary or the result

of acceleration due to my default under this Note or the Security Instrument. Except as provided in the Section entitled "Loan Charges," the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

*Daniel K. Read* (Seal)  
DANIEL K READ Borrower

*Laura D. Read* (Seal)  
LAURA D READ Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:30 4-6-98  
BY K. Starck  
FEES 29.50  
Karen L. Starck, Recorder

PREPAYMENT RIDER TO NOTE/SEC. INST.  
/ARM RIDER (7/21/97)

PAGE 2 OF 2

LOAN ID: 0800713059  
CD2104A.USM  
ALGC

HEREBY CERTIFY THAT THIS DOCUMENT  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



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

Entered of Record 19 9:30 Karen L. Starck, Recorder

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

October 19, 2000

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15802

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 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 can call (717) 780-1869).

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS-EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDA SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

**STATEMENTS OF POLICY**

**HOMEOWNER'S NAME(S):** DANIEL K. READ & LAURA D. READ  
**PROPERTY ADDRESS:** 466 TREASURE LAKE, DUBOIS, PA 15801  
**LOAN ACCT. NO.:** 0800713059  
**ORIGINAL LENDER** ALLIANCE FUNDING COMPANY, A DIVISION OF  
SUPERIOR BANK, FSB  
**CURRENT LENDER/SERVICER:** LA SALLE NATIONAL BANK  
C/O SUPERIOR BANK, FSB

**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 Emergency Mortgage Assistance Program. To do so, you must fill out sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 466 TREASURE LAKE, DUBOIS, PA 15801 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: 5/3/00 thru 10/3/00 at \$323.30 per month.

Monthly Payments Plus Late Charges Accrued:	\$2,247.03
Attorney fee:	\$50.00
NSF:	\$15.00
Property Inspection:	\$117.00
Insurance:	\$0.00
Other:	\$0.00
(Suspense)	(\$.47)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<u>\$2,428.56</u>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$2,428.56 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: SUPERIOR BANK, FSB, ONE RAMLAND ROAD, ORANGEBURG, NY 10962, ATTN: VALERIE BARNES.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

SUPERIOR BANK, FSB  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962  
(800) 451-1093

CONTACT PERSON: VALERIE BARNES EXT. 2476

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

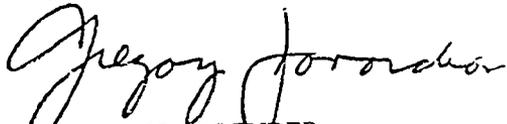
ASSUMPTION OF MORTGAGE- You \_\_\_ may or XX may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale that the other requirements of the mortgage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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
814-944-8100  
FAX 814-44-5747

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX 724-465-5118

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

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her information, knowledge and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Peter Yoshida", written over a horizontal line.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN, ESQUIRE  
ATTORNEY I.D. #55669  
44 Second Street Pike, Suite 101  
Southampton, PA 18966  
(215) 942-9690

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
Plaintiff

vs.

DANIEL K. READ  
LAURA D. READ  
Defendant(s)

COURT OF COMMON PLEAS  
TRIAL DIVISION  
CLEARFIELD COUNTY

No. 01-212-CD

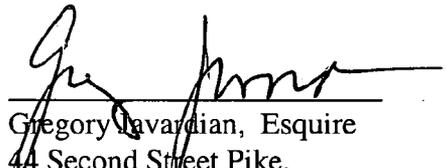
PRAECIPE TO REINSTATE COMPLAINT

TO THE COURT:

Kindly Reinstate the Complaint in Mortgage Foreclosure for an  
Additional thirty (30) days.

Dated: May 7, 2001

BY:

  
Gregory Javardian, Esquire  
44 Second Street Pike,  
Suite 101  
Southampton, PA 18966

**FILED**

MAY 14 2001  
11:31 AM  
William A. Shaw  
Prothonotary  
pd \$7.00  
Complaints  
to Sheryl

5.14.01 Document  
Reinstated/Reissued to Sheriff/  
for service.  
  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10689

LASALLE NATIONAL BANK

01-212-CD

VS.

READ, DANIEL K. and LAURA D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 14, 2001 AT 5:25 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL K. READ, DEFENDANT AT RESIDENCE, 466 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURA READ, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: SNYDER

NOW MAY 14, 2001 AT 5:28 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA D. READ, DEFENDANT AT RESIDENCE, 466 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LAURA READ A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: SNYDER

Return Costs

Cost Description
24.88 SHFF. HAWKINS PAID BY: ATTY.
20.00 SURCHARGE PAID BY: ATYY.

FILED

MAY 18 2001
12:30 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day of May 2001
[Signature]

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

So Answers,

[Signature]
Chester A. Hawkins
Sheriff

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
44 SECOND STREET PIKE, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET  
SUITE 200  
CHICAGO, IL 60603

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 01-212-CD

vs.

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against DANIEL K. READ and LAURA D. READ, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

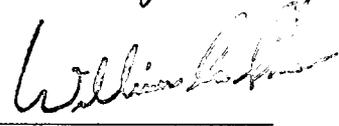
As Set forth in Complaint	\$38,850.29
Interest	<u>1,609.12</u>
1/9/01 to 7/6/01	
<b>TOTAL</b>	<b>\$40,459.41</b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 7/11/01

  
\_\_\_\_\_  
PRO PROTHY

**FILED**

JUL 11 2001

William A. Shaw  
Prothonotary

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED 6/1/98  
SERIES 1998-2

Plaintiff

v.

DANIEL K. READ  
LAURA D. READ

Defendants

In The Court of Common Pleas

CLEARFIELD COUNTY

NO. 01-212-CD

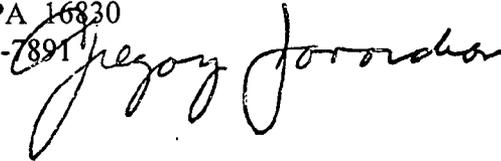
TO: DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

DATE OF NOTICE: JUNE 15, 2001

NOTICE, RULE 237.1  
IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891



Gregory Javardian, Esquire  
44 Second Street Pike, Suite 101  
Southampton, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

Usted se encuentra en estado de rebeldía por no haber tomado la acción requida de su parte en este caso. Al no tomar la acción debida dentro de un termino de diez (10) dias de esta notificación, el tribunal podra, sin necesidad de comparacer usted en corte o escuchar prueba alguna, dictar sentencia en su contra, usted puede perder bienes y otros derechos importantes. Debe llevar esta notificación a un abogado inmediatamente si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, cuya dirección se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

"NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE"

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
44 SECOND STREET PIKE, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 01-212-CD

vs.

DANIEL K. READ  
LAURA D. READ

**VERIFICATION OF NON-MILITARY SERVICE**

GREGORY JAVARDIAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) Defendants, DANIEL K. READ and LAURA D. READ, are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) Defendant, DANIEL K. READ, is over 18 years of age, and resides at 466 TREASURE LAKE, DUBOIS, PA 15801.

(c) Defendant, LAURA D. READ, is over 18 years of age, and resides at 466 TREASURE LAKE, DUBOIS, PA 15801.

(d) Plaintiff, LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED 6/1/98 SERIES 1998-2, is an institution conducting business under the Laws of the Commonwealth of Pennsylvania with an address of 135 SOUTH LASALLE STREET, SUITE 200, CHICAGO, IL 60603.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE

**FILED**

M/3 2001  
JUL 11 2001

William A. Shaw  
Prothonotary

Atty pd.

20.00

Notice to Defendants  
Statement to Atty

*[Handwritten signature]*

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

COPY

TO: DANIEL K. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 01-212-CD

Plaintiff

vs.

DANIEL K. READ  
LAURA D. READ

Defendant(s)

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession by Default
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: Gregory Javardian, Esquire at this telephone number: (215) 942-9690.

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
44 SECOND STREET PIKE, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2  
135 SOUTH LASALLE STREET  
SUITE 200  
CHICAGO, IL 60603

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
No.: 01-212-CD

vs.

DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

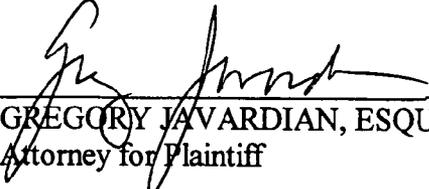
**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against DANIEL K. READ and LAURA D. READ, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As Set forth in Complaint	\$38,850.29
Interest	<u>1,609.12</u>
1/9/01 to 7/6/01	
<b>TOTAL</b>	<b>\$40,459.41</b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 7/11/01

  
\_\_\_\_\_  
PRO PROTHY

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED 6/1/98  
SERIES 1998-2

IN THE COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Plaintiff

NO. 01-212-CD

v.

DANIEL K. READ  
LAURA D. READ

Defendants

---

TO: DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801

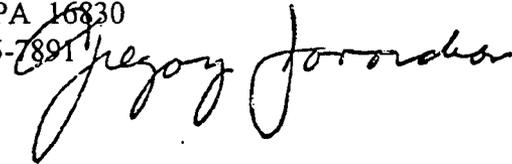
DATE OF NOTICE: JUNE 15, 2001

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NOTICE, RULE 237.1  
IMPORTANT NOTICE

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David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-7891



---

Gregory Javardian, Esquire  
44 Second Street Pike, Suite 101  
Southampton, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

Usted se encuentra en estado de rebeldia por no haber tomado la accion requiida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de esta notificacion, el tribunal podra, sin necesidad de comparecer usted en corte o escuchar prueba alguna, dictar sentencia en su contra, usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telpfono a la oficina, cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

"NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE"

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
44 SECOND STREET PIKE, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED  
6/1/98 SERIES 1998-2

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 01-212-CD

vs.

DANIEL K. READ  
LAURA D. READ

**VERIFICATION OF NON-MILITARY SERVICE**

GREGORY JAVARDIAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

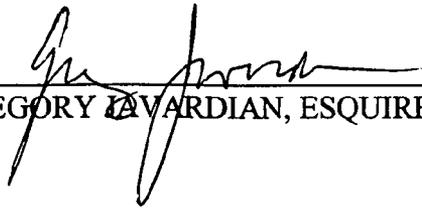
(a) Defendants, DANIEL K. READ and LAURA D. READ, are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) Defendant, DANIEL K. READ, is over 18 years of age, and resides at 466 TREASURE LAKE, DUBOIS, PA 15801.

(c) Defendant, LAURA D. READ, is over 18 years of age, and resides at 466 TREASURE LAKE, DUBOIS, PA 15801.

(d) Plaintiff, LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED 6/1/98 SERIES 1998-2, is an institution conducting business under the Laws of the Commonwealth of Pennsylvania with an address of 135 SOUTH LASALLE STREET, SUITE 200, CHICAGO, IL 60603.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE

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

COPY

LaSalle National Bank  
Plaintiff(s)

No.: 2001-00212-CD

Real Debt: \$40,459.41

Atty's Comm:

Vs.

Costs: \$

Int. From:

Daniel Keith Read  
Laura D. Read  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 11, 2001

Expires: July 11, 2006

Certified from the record this 11th day of July, 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

**PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183**

**LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED 6/1/98 SERIES 1998-2**

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA**

No. 01-212-CD

**vs.**

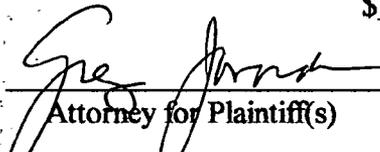
**PRAECIPE WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**DANIEL K. READ  
LAURA D. READ**

To the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	\$40,459.41
Interest from 7/6/01 to Date of Sale at \$6.65 per diem	\$
Total	\$
Plus Costs	\$ <u>134.00</u>

  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Gregory Javardian, Esquire  
44 Second Street Pike, Suite 101  
Southampton, PA 18966

Note: Please furnish copy of description of Property.

**FILED**

SEP 28 2001

William A. Shaw  
Prothonotary



RECEIVED FOR DEPOSIT AND RETURN TO THE DEPOSITOR

TO THE CLERK OF THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

AT CLEARFIELD, PENNSYLVANIA

DECEMBER 1998

No. 01-212-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED 6/1/98, SERIES 1998-2

vs.

DANIEL K. READ  
LAURA D. READ

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

Filed:

Attorney for Plaintiff(s)

Address: 466 TREASURE LAKE, DUBOIS, PA 15801

Where papers may be served.

**ALL THAT CERTAIN** tract of land designated as Lot No. 205, Section No. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 24.

Excepting and reserving therefrom and subject to:

- (1) All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
- (2) The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
- (3) All minerals and mining rights of every kind and nature.
- (4) A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING known as 466 Treasure Lake, DuBois, PA 15801.

PARCEL No. 128-C02-12-205-21.

BEING THE SAME PREMISES which William A. Zahuranec and Valerie L. Zahuranec, husband and wife, by Deed dated August 21, 1995 and recorded February 23, 1996 in Deed Book 1738 Page 318 in the Recorder of Deeds Office in and for Clearfield County granted and conveyed unto Daniel K. Read and Laura D. Read, husband and wife, as tenants by the entirety.

SUBJECT TO MORTGAGE.

1

**FILED**

SEP 28 2001  
MR331 atty  
William A. Shaw  
Prothonotary

guardian  
pd \$20.00

~~21~~ Leverts Speer  
\$20

COPY

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 and Rule 3257**

**LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED 6/1/98 SERIES 1998-2**

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**NO.: 01-212-CD**

**vs.**

**DANIEL K. READ  
LAURA D. READ**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of CLEARFIELD:**

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

**To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):**

Premises: 466 TREASURE LAKE, DUBOIS, PA 15801.

(See legal description attached.)

Amount Due \$40,459.41

Interest from 7/6/01 to \$  
Date of Sale at \$6.65 per diem

Total \$ Plus Cost \$134.00

as endorsed.

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated 9-28-01  
(Seal)

WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)  
P.R.C.P. 380 to 383 and Rule 3357

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED 6/1/98 SERIES 1998-2

vs.

LAURA D. READ  
DANIEL K. READ

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

NO: 01-212-CD

No. 01-212-CD  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED 6/1/98 SERIES 1998-2  
vs.  
DANIEL K. READ  
LAURA D. READ

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Prothy Paid \$ \_\_\_\_\_  
Writ, Ret. & Sat. \$ \_\_\_\_\_  
Total Cost \$ \_\_\_\_\_

Address of Defendant(s)  
*[Signature]*  
Attorney for Plaintiff  
241

466 TREASURE LAKE, DUBOIS, PA 15801

Where papers may be served.

Gregory Javardian, Esquire  
44 Second Street Pike  
Suite 101  
Southampton, PA 18966

as endorsed.

Total

Date of Sale at 20.00 per cent  
interest from 7/20/01 to

Dated

(Seal)

**ALL THAT CERTAIN tract of land designated as Lot No. 205, Section No. 12 "Bonaire" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 24.**

**Excepting and reserving therefrom and subject to:**

- (1) All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.**
- (2) The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.**
- (3) All minerals and mining rights of every kind and nature.**
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**BEING known as 466 Treasure Lake, DuBois, PA 15801.**

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**BEING THE SAME PREMISES which William A. Zahuranec and Valerie L. Zahuranec, husband and wife, by Deed dated August 21, 1995 and recorded February 23, 1996 in Deed Book 1738 Page 318 in the Recorder of Deeds Office in and for Clearfield County granted and conveyed unto Daniel K. Read and Laura D. Read, husband and wife, as tenants by the entirety.**

**SUBJECT TO MORTGAGE.**

WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 and Rule 3257

LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED 6/1/98 SERIES 1998-2

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 01-212-CD

vs.

DANIEL K. READ  
LAURA D. READ

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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(See legal description attached.)

Amount Due \$40,459.41

Interest from 7/6/01 to \$  
Date of Sale at \$6.65 per diem

Total \$ Plus Cost \$134.00

as endorsed.

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated 9.28.01  
(Seal)

RECEIVED SEP 28 2001

@ 9:41 AM

Chester A. Hawkins  
by Margaret H. Pitt

No. 01-212-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER THE POOLING & SERVICING  
AGREEMENT DATED 6/1/98 SERIES 1998-2

vs.

DANIEL K. READ  
LAURA D. READ

**WRIT OF EXECUTION**  
(Mortgage Foreclosure)

**Costs**

Prothy Paid \$ \_\_\_\_\_

Writ, Ret. & Sat. \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

*Gregory Javardian*  
Attorney for Plaintiff

Address of Defendant(s)

466 TREASURE LAKE, DUBOIS, PA 15801

Where papers may be served.

Gregory Javardian, Esquire  
44 Second Street Pike  
Suite 101  
Southampton, PA 18966

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SUBJECT TO MORTGAGE.

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

Sheriff Docket # 11593

LASALLE NATIONAL BANK ET AL

01-212-CD

VS.

READ, DANIEL K.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, OCTOBER 18, 2001, AT 10:30 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JANUARY 4, 2002, AT 10:00 AM O'CLOCK.

NOW, OCTOBER 18, 2001, AT 10:30 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LAURA READ, WIFE OF DANIEL K. READ, DEFENDANT, AT HER PLACE OF RESIDENCE, MIRACAIBO ROAD, T.L., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA READ, WIFE OF DANIEL K. READ, 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, OCTOBER 18, 2001, AT 10:30 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LAURA READ, DEFENDANT, AT HER PLACE OF RESIDENCE, MIRACAIBO ROAD, T.L., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA READ, 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 CONTENT THEREOF.

NOW, DECEMBER 3, 2001, RECEIVED FAX FROM GREGORY JAVARDIAN, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE STAYED, THE SUM OF ELEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$11,700.00) WAS RECEIVED IN CONSIDERATION FOR THE STAY.

NOW, DECEMBER 3, 2001, CALLED COURIER EXPRESS AND LEGAL JOURNAL TO CANCEL ADVERTISING.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11593

LASALLE NATIONAL BANK ET AL

01-212-CD

VS.

READ, DANIEL K.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 7, 2001, RECEIVED LETTER FROM GREGORY JAVARDIAN, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE STAYED.

NOW, JANUARY 21, 2002, RETURN WRIT AS NO SALE HELD, PLAINTIFF HAD SALE STAYED AS DEFENDANTS PAID ELEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$11,700.00). PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$427.78  
SURCHARGE \$ 40.00  
PAID BY ATTORNEY

FILED

JAN 22 2002

01:34 pm  
William A. Shaw  
Prothonotary

*ES*

Sworn to Before Me This

22nd Day Of January 2002

*William A. Shaw*

WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
by Margaret H. Pitt

Chester A. Hawkins  
Sheriff

THE LAW  
Offices of

1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690

Fax: (215) 942-9695

December 3, 2001

Clearfield County Sheriff's Sale  
One North Second Street, Suite 116  
Clearfield, PA 16830

Attention: Peggy

Re: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING &  
SERVICING AGREEMENT DATED 6/1/98 SERIES 1998-2  
v. DANIEL K. READ and LAURA D. READ  
No. 01-212-CD  
Premises: 466 TREASURE LAKE, DUBOIS, PA 15801

Dear Peggy:

Please **STAY** the Sheriff's Sale of the above referenced property, which is scheduled for JANUARY 4, 2002.

The sum of \$11,700.00 was received in consideration for the stay.

Very truly yours,

  
Marie Keen for  
Law Offices of Gregory Javardian

/mk

cc: SUPERIOR BANK, FSB  
Attention: GORDON REILLY  
File #0800713059

VIA TELECOPY (814) 765-5915

COPY

THE LAW  
Offices of

1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690  
Fax: (215) 942-9695

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Marie Keen for  
Law Offices of Gregory Javardian

/mk

cc: SUPERIOR BANK, FSB  
Attention: GORDON REILLY  
File #0800713059

VIA TELECOPY (814) 765-5915

*Handwritten notes:*  
12-6-01  
Gordon Reilly

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

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		12.35
LEVY		15.00
MILEAGE		12.35
POSTING		15.00

CSDS		10.00
COMMISSION 2%		234.00
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		<del>30.00</del>
ADD'L POSTING		
ADD'L MILEAGE		1
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		10.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>427.78</b>

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT		5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b></b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 40,459.41
INTEREST FROM 7-6-01 TO DATE OF SALE	
AT \$6.65 PER DIEM	TO BE ADDED
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$40,459.41</b>

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	201.60
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	
FORCLOSURE FEES	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 427.78
LEGAL JOURNAL AD	90.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 134.00

**TOTAL COSTS** \$ 853.38

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

Chester A. Hawkins, Sheriff