

01-274-CD
S & T BANK -vs- MICHAEL A. FULLER et ux

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 01 - 274 C.D.
Plaintiff, :
vs. : Type of Case: MORTGAGE FORECLOSURE
MICHAEL A. FULLER and CAROLE A. : Type of Pleading: COMPLAINT
FULLER, husband and wife, :
Defendants. : Filed on Behalf of: S&T BANK, Plaintiff
: Counsel of Record for this Party:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: (814) 371-5800
:

FILED

FEB 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 01 - _____ C.D.

vs.

: ACTION OF MORTGAGE
MICHAEL A. FULLER and CAROLE A.
FULLER, husband and wife,

Defendants. :

N O T I C E

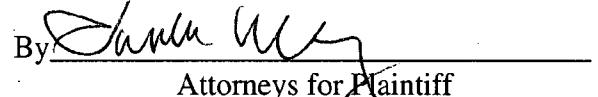
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses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

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

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

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

By



Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 01 - _____ C.D.

vs.

: ACTION OF MORTGAGE
MICHAEL A. FULLER and CAROLE A.
FULLER, husband and wife,

Defendants. :

COMPLAINT

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

1. The Plaintiff, S&T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, Brockway, Jefferson County, Pennsylvania.
2. The Defendants, MICHAEL A. FULLER and CAROLE A. FULLER, are husband and wife, who reside at 7½ Maloney Road, DuBois, Clearfield County, Pennsylvania 15801.
3. The Defendants, MICHAEL A. FULLER and CAROLE A. FULLER, are the real owners of the premises herein described.
4. On August 1, 1994, the Defendants, MICHAEL A. FULLER and CAROLE A. FULLER, made, executed and delivered a Mortgage upon premises hereinafter described to

S&T BANK, Plaintiff, which Mortgage is recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, in Deeds and Records Book Vol. 1624, Page 16. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in the City of DuBois, Clearfield County, Pennsylvania, assessed on the Clearfield County Assessment Map as No. 7.1-008-000-02330. Said property is incorrectly described on the Mortgage as being located in Sandy Township.

7. That said Mortgage is in default because:

(a) The principal thereof became due and payable on September 5, 2000, and by the terms of said Mortgage is collectable forthwith;

(b) Interest payments upon the said Mortgage due for the period from August 5, 2000, to January 5, 2001, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith;

8. The following amounts are due on the Mortgage:

(a) Principal	\$8,522.10
(b) Interest from August 5, 2000, to January 5, 2001	264.76
(c) Late charges	17.50
(d) Attorney's collection fee	<u>750.00</u>
Total	\$9,554.36

9. That in accordance with Act VI and Act 91, Defendants were served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated July 5, 2000. Said Combined Notice was sent to Defendants, MICHAEL A. FULLER and CAROLE A. FULLER, by certified mail, return receipt requested to their last known address at the time of said mailing, which is also the property address, of 910 West Washington Avenue, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

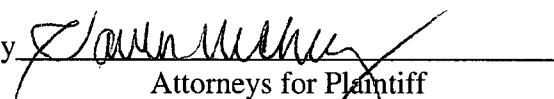
10. That the Promissory Note provides for a late charge in an amount of Five Percent (5.000%) of the regularly scheduled payment or the amount of \$2.50, whichever is less. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

11. That Defendants, MICHAEL A. FULLER and CAROLE A. FULLER, had filed for bankruptcy in the Western District of Pennsylvania, Bankruptcy Case No. 00-26554, and Plaintiff, S&T BANK, has been advised by James F. Grenen, Esq., attorney for Defendants, that an Order of Discharge was entered to Debtors by the Court on November 29, 2000, so that the bank could pursue its state court remedies as to the subject premises which was held as collateral for the mortgage being foreclosed upon. A copy of the letter advising of the Court Order is attached hereto and made a part hereof as Exhibit "E".

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of NINE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS and THIRTY-SIX CENTS

(\$9,554.36), together with interest from January 5, 2001, at the daily rate of 2.1013397 and costs.

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

By 
John M. Cherry
Atorneys for Plaintiff

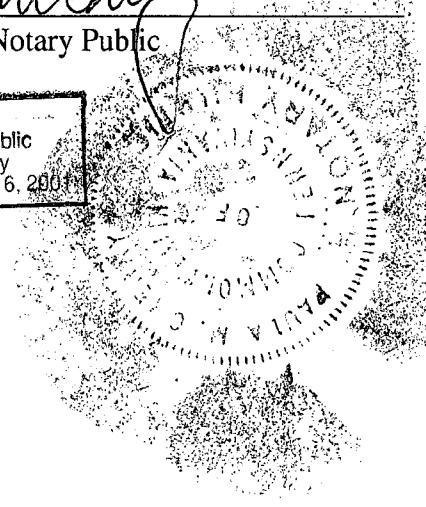
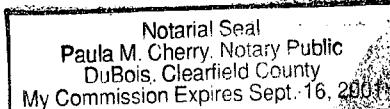
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 26th day of February, 2001, before me, the undersigned officer, a Notary Public, personally appeared R.C. BERQUIST, JR., who, acknowledged himself to be the Vice President of S&T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such Vice President, acknowledged the same to be the act and deed of the said corporation.

R.C. Berquist Jr.

Sworn to and subscribed before me this 26th day of February, 2001.

Paula M. Cherry
Notary Public



RECORDATION REQUESTED BY:

S&T BANK
614 LIBERTY BOULEVARD
DUBOIS, PA 15801

WHEN RECORDED MAIL TO:

S&T BANK
ATTN: _____
PO BOX 190
INDIANA, PA 15701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

THIS MORTGAGE IS DATED AUGUST 1, 1994, between MICHAEL A. FULLER and CAROLE A. FULLER, whose address is 910 W. WASHINGTON AVENUE, DUBOIS, PA 15801 (referred to below as "Grantor"); and S&T BANK, whose address is 614 LIBERTY BOULEVARD, DUBOIS, PA 15801 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

REFERENCE DEED BOOK VOLUME 1044 PAGE 57

ASSESSMENT # 7.1-008-000-02330
Sandy Township

The Real Property or its address is commonly known as 910 W. WASHINGTON AVENUE, DUBOIS, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

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

Grantor. The word "Grantor" means MICHAEL A. FULLER and CAROLE A. FULLER. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Note. The word "Note" means the promissory note or credit agreement dated August 1, 1994, in the original principal amount of \$16,063.61 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

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

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 1220004822 to S & T BANK. The existing obligation has a current principal balance of approximately \$22,705.00 and is in the original principal amount of \$30,000.00. The obligation has the following payment terms: 240 MONTHS @ \$ 309.58. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

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

Death or Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Pennsylvania law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor Lender's attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

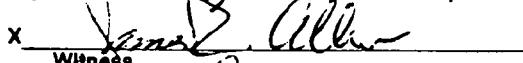
EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:


MICHAEL A. FULLER (SEAL)


CAROLE A. FULLER (SEAL)

Signed, acknowledged and delivered in the presence of:

X 
Witness
X 
Witness

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, S&T BANK, herein is as follows:
614 LIBERTY BOULEVARD, DUBOIS, PA 15801

J. E. Allen, Esq.
Attorney or Agent for Mortgagors

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) SS
COUNTY OF CLEARFIELD)

On this day before me, the undersigned Notary Public, personally appeared MICHAEL A. FULLER and CAROLE A. FULLER, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of August, 1994, Notary Seal
By Elizabeth Hayes Kunkle
Notary Public in and for the State of PENNSYLVANIA
Residing at _____
My commission expires _____
Elizabeth Hayes Kunkle, Notary Public
Sandy Twp., Clearfield County
My Commission Expires April 29, 1995
Member, Pennsylvania Association of Notaries

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17 (c) 1994 CFI ProServices, Inc. All rights reserved. [PA-G03 FULLER.LN G3.OVL]

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:21 PM 8-6-94
BY SAT 12
FEES 13.50
Karen L. Starck, Recorder

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

Entered of Record Aug 8 1994, 2:21 pm Karen L. Starck, Recorder

ALL that certain lot of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at Washington Avenue and an alley; thence along said alley 150 feet to a post at another alley; thence along line of last named alley 60 feet to a post at Lot No. 251, now or formerly owned by William Kneezer; thence along line of lot now or formerly of William Kneezer, 150 feet to Washington Avenue; thence along line of Washington Avenue, 60 feet to a post and place of beginning. Being known as Lot No. 252 in the plat of John Rumbarger to the City of DuBois.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM
may be able to help save your home.
This Notice explains how the program works.

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

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

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

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

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



RESOURCE RECOVERY

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

July 5, 2000

MICHAEL A FULLER
CAROLE A FULLER
910 WEST WASHINGTON AVENUE
DUBOIS PA 15801

RE: Installment Loan #368-01220004822 Note number 00003

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

Michael A. Fuller
Carole A. Fuller
July 5, 2000
Page 2 of 4

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT

The MORTGAGE held by S & T Bank on your property located in the City of DuBois, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payments for the months of June and July, 2000 for a total of \$399.48). Late charges (and other charges) have also accrued to date in the amount of \$2.50. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$401.98**.

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

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

Michael A. Fuller
Carole A. Fuller
July 5, 2000
Page 3 of 4

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

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

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

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

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

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

Michael A. Fuller
Carole A. Fuller
July 5, 2000
Page 4 of 4

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

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

Very truly yours,

Timothy A. Hockman
Resource Recovery Officer

TAH/amg
Enclosure

CLEARFIELD COUNTY

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

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

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

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

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



PROMISSORY NOTE

Principal \$16,063.61	Loan Date 08-01-1994	Maturity 08-05-2004	Loan No. 00003	Call 07	Collateral 07	Account 01220004822	Officer 708	Initials JL
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: MICHAEL A. FULLER
CAROLE A. FULLER
910 W. WASHINGTON AVENUE
DUBOIS, PA 15801

Lender: S&T BANK
DUBOIS OFFICE
614 LIBERTY BOULEVARD
DUBOIS, PA 15801

Principal Amount: \$16,063.61

Interest Rate: 9.000%

Date of Note: August 1, 1994

PROMISE TO PAY. I promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixteen Thousand Sixty Three & 61/100 Dollars (\$16,063.61), together with interest at the rate of 9.000% per annum on the unpaid principal balance from August 6, 1994, until paid in full.

PAYMENT. I will pay this loan in 120 payments of \$203.50 each payment. My first payment is due September 5, 1994, and all subsequent payments are due on the same day of each month after that. My final payment will be due on August 5, 2004, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$2.50, whichever is less.

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

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of CLEARFIELD County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

COLLATERAL. This Note is secured by a Mortgage dated August 1, 1994, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

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

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

BORROWER:

X 
MICHAEL A. FULLER

(SEAL)

X 
CAROLE A. FULLER

(SEAL)

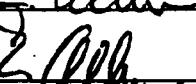
08-01-1994

PROMISSORY NOTE
(Continued)

Page 2

Signed, acknowledged and delivered in the presence of:

X 
Witness

X 
Witness

Fixed Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17 (c) 1994 CFI ProServices, Inc. All rights reserved. [PA-D20 FULLER.LN G3.OVL]

GRENEN & BIRSIG, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
NINETH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657
EMAIL jgrenen@grenenbirsic.com

December 6, 2000

Via Fax to (814) 268-1126

S&T Bank
456 Main Street
P.O. Box D
Brockway, PA 15824

Attention: Timothy Hockman

Re: Michael A. Fuller and Carol A. Fuller;
Western District of Pennsylvania Bankruptcy Case No. 00-26554

Dear Tim:

This letter shall serve to confirm that the Debtors received an Order of Discharge on November 29, 2000 and the final decree closing the case was issued on November 30, 2000. Accordingly, the Bank may pursue its state court remedies as to its collateral.

Very truly yours,

James F. Grenen

JFG:jlh

Exhibit "E"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10736

S&T BANK

01-274-CD

VS.

FULLER, MICHAEL & CAROLE A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 5, 2001 AT 10:11 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CAROLE A. FULLER, DEFENDANT AT RESIDENCE, 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING CAROLE A. FULLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/SNYDER

NOW MARCH 5, 2001 AT 10:28 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL A. FULLER, DEFENDANT AT RESIDENCE, 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING MICHAEL A. FULLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/SNYDER

Return Costs

Cost	Description
-------------	--------------------

44.44 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

FILED

MAR 08 2001
01311
William A. Shaw
Prothonotary

Sworn to Before Me This

8th Day Of March 2001
William A. Shaw

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 01 - 274 C.D.

vs.

MICHAEL A. FULLER and CAROLE A.
FULLER, husband and wife,

Defendants. :

FILED

AFFIDAVIT

MAY 02 2001

0/2/26 no/c

William A. Shaw

Prothonotary

ERB

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, who states that she served the Defendants, MICHAEL A. FULLER and CAROLE A. FULLER, each with a Ten-day Notice to file an Answer in the above-captioned case, a copy of which is attached hereto, by sending the same to the Defendants by United States First Class mail, postage prepaid, on April 26, 2001, addressed as follows:

MICHAEL A. FULLER
910 West Washington Avenue
DuBois, PA 15801

CAROLE A. FULLER
7½ Maloney Road
DuBois, PA 15801

Paula M. Cherry
Paula M. Cherry

Sworn to and subscribed before me this 2nd day of MAY, 2001.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 01 - 274 C.D.

vs.

MICHAEL A. FULLER and CAROLE A.
FULLER, husband and wife,

: ACTION OF MORTGAGE
FORECLOSURE

Defendants. :

TO: MICHAEL A. FULLER
910 West Washington Avenue
DuBois, PA 15801

CAROLE A. FULLER
7½ Maloney Road
DuBois, PA 15801

Date of Notice: April 26, 2001

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:

Office of the Court Administrator
Clearfield County Courthouse
2nd & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

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

By Stanley McHenry

Attorneys for Plaintiff
One North Franklin Street
P.O. Box 505
DuBois, PA 15801-0505

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 01 - 274 C.D.

vs.

MICHAEL A. FULLER and CAROLE A.
FULLER, husband and wife,

Defendants.

: ACTION OF MORTGAGE
FORECLOSURE

FILED

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

MAY 02 2001
0/2/01 NSCC
William A. Shaw
Prothonotary

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, Attorney for S&T BANK, Plaintiff, who, being duly sworn according to law, deposes and says that the last known address of the above-named Defendant, MICHAEL A. FULLER, is 910 West Washington Avenue, DuBois, Pennsylvania 15801; and that the last known address of the above-named Defendant, CAROLE A. FULLER, is 7½ Maloney Road, DuBois, Pennsylvania 15801.

Further deponent saith not.

Paula M. Cherry

Paula M. Cherry

Sworn to and subscribed before me this 2nd day of May, 2001.

William A. Shaw

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,	:	
	Plaintiff,	No. 01 - 274 C.D.
vs.	:	
	:	ACTION OF MORTGAGE
MICHAEL A. FULLER and CAROLE A.	:	FORECLOSURE
FULLER, husband and wife,	:	
	Defendants.	:

P R A E C I P E

TO: WILLIAM A. SHAW, PROTHONOTARY

Sir:

Kindly mark the above-captioned case settled and discontinued.

Respectfully submitted,

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

By 

Attnorneys for Plaintiff

Dated: May 7, 2001

FILED

MAY 07 2001

William A. Shaw
Prothonotary

FILED
O 12:32 PM
MAY 7 2001
MAILED
Attn:
cc:
Cert to
Clerk
Court
Date
Case

William A. Shaw
Prothonotary
EAS
KES

COPY

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

S & T Bank

Vs.

No. 2001-00274-CD

**Michael A. Fuller
Carole A. Fuller**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 7, 2001 marked:

Settled and Discontinued

Record costs in the sum of \$144.44 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of May A.D. 2001.

William A. Shaw, Prothonotary

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

S&T BANK, Plaintiff,

vs.

MICHAEL A. FULLER and CAROLE A.
FULLER, husband and wife,
Defendants.

No. 01 - Action of Mortgage
C.D. Foreclosure

C O M P L A I N T

To the Within Defendants:

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

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

By John M. Gleason
Attorneys for Plaintiff

FILED

By M. A. Gleason
FEB 26 2001
Atty Cherry
William A. Shaw
W. Prothonotary

acc at Atty Cherry

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