

01-308-CU  
ALTEGRA CREDIT COMPANY -vs- PAUL A. KOLESAR et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,

Plaintiff,

vs.

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER,

Defendants.

: CIVIL DIVISION

: Case No.: 01-308-CO

: Code: 140

:  
: **COMPLAINT IN**  
: **MORTGAGE FORECLOSURE**

: Filed on behalf of:  
: Altegra Credit Company

: Counsel of Record for this Party:  
: Howard F. Murphy, Esquire  
: Pa. I.D. #82271

: PAPERNICK & GEFSKY, P.C.  
: Firm #216

: 4268 Northern Pike  
: Monroeville, PA 15146

: (412) 373-2212

I hereby certify that the real estate  
affected by this lien is located in the  
Cooper Township, Clearfield County, Pennsylvania.

  
Howard F. Murphy, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,	:	CIVIL DIVISION
Plaintiff,	:	Case No.:
vs.	:	
PAUL A. KOLESAR, KRISTINE J. KOLESAR and JOAN L. HOUSER,	:	
Defendants.	:	

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
230 E. Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 extension 1300 or 1301

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.:  
vs. :  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. HOUSER, :  
Defendants. :  
:

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, Altegra Credit Company, by its attorneys, Howard F. Murphy, Esquire, and Papernick & Gefsky, P.C., and files the following Complaint in Mortgage Foreclosure:

1. The Plaintiff, Altegra Credit Company, is a corporation organized and existing under the laws of the State of Florida, having a place of business at 116 Allegheny Center Mall, Pittsburgh, PA 15212.
  
2. Defendants in this proceeding are Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser, having an address of P.O. Box 338, Winburne, PA 16879. In the event that the aforesaid Defendants cannot be found at the aforesaid address, then the present whereabouts of the aforesaid Defendants are unknown to the Plaintiff.

3. On March 12, 1996, the Defendants under the terms of a Note, agreed to pay to Altegra Credit Company, the sum of Thirty-Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$38,250.00), plus interest thereon at the rate of Eleven and 2900/100 percent (11.2900%) per annum, plus certain insurance premiums and taxes, payable at the times, and in the manner set forth therein. A true and correct copy of the aforesaid Note, executed by the Defendants is attached hereto, made a part hereof and marked Exhibit "A".

4. Said Note is secured by a Mortgage dated March 12, 1996, executed by the Defendants, which Mortgage is recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Mortgage Book Volume 1745, Page 181. A true and correct copy of the aforesaid Mortgage is attached hereto, made a part hereof, and marked Exhibit "B".

5. The following assignments of the Mortgage have occurred: None.

6. The Defendants are the real owners of the property subject to the aforesaid Mortgage, said property being described as follows:

ALL that certain lot or piece of land situate in the Township of Cooper, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in Right-of-Way line of Township Road NO-T-720 and the Northeast corner of Lot No. 43, the property of Hilma Lundquist; thence along said Lot No. 43, North Eighty-five degrees Forty-nine minutes West (N 85° 40' West) a distance of One Hundred Twenty-Five (125) feet to a stake; thence still by the lands of Hilma Lundquist Lot No. 105, from which this is a part, North Five degrees Fifty-three minutes East (N 5° 53' E) a distance of One Hundred (100')

feet to a stake; thence, still by the same lands of Hilma Lundquist, South Eighty-five degrees Forty-nine minutes East (S 85° 49' E) a distance of One Hundred Twenty-five (125') feet to a stake in Right-of-Way line of Township Road, NO-T-720; thence along said Right-of-Way line South Five degrees Fifty-three minutes West (S 5° 53' W) a distance of One Hundred feet (100') to a stake and the place of beginning. This piece of land containing 0.287 acres, as shown on plan and map prepared by Bernard Lucas Associates.

EXCEPTING and RESERVING, NEVERTHELESS, all reservations so reserved in all former titles heretofore made.

BEING the same property which Joan L. Houser, by deed dated March 12, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1745, page 178, granted and conveyed to Joan L. Houser, Paul A. Kolesar and Kristine J. Kolesar.

7. The Defendants defaulted under the terms of the Mortgage by failing to make monthly payments as they became due. As a result of failing to make the monthly Mortgage payments and defaulting thereby, and according to the terms and conditions of the said Mortgage mentioned heretofore, the entire principal amount outstanding has become due and payable immediately, together with accrued interest thereon and all reasonable costs and expenses of this suit, including, but not limited to, reasonable attorneys fees.

8. All applicable notices required by Act 6 of the Commonwealth of Pennsylvania Laws of 1974, or Act 91 of the Commonwealth of Pennsylvania Laws of 1983, if any, have been given to the Defendants at the time and in the manner required by law, and Defendants failed to cure said default within thirty (30) days following the date of receipt thereof, and failed to apply for assistance under Act 91 of 1983.

9. The following amounts are due on the Mortgage:

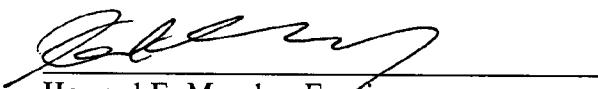
Outstanding Principal Balance	\$38,247.39
Interest through January 31, 2001	4,222.05
Late Charges through January 31, 2001	1,041.58
Attorneys Commission (5%)	<u>1,912.37</u>
 Total:	 \$45,423.39

10. Interest continues to accrue at the rate of Eleven and 2900/100 percent (11.2900%) per annum (currently \$11.29 per day) after January 31, 2001, including the period following entry of judgment.

WHEREFORE, the Plaintiff, Altegra Credit Company, demands judgment in mortgage foreclosure and sale of the mortgaged premises, and pursuant to the Pennsylvania Rules of Civil Procedure, the Plaintiff demands judgment in mortgage foreclosure against the Defendants, Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser, in the amount of Forty-Five Thousand Four Hundred Twenty-three and 39/100 Dollars (\$45,423.39), together with interest thereon at the rate of Eleven and 2900/100 percent (11.2900%) per annum (currently \$11.29 per day) after January 31, 2001 (including the period following entry of judgment), together with all other amounts advanced by Plaintiff, and costs of suit.

Respectfully submitted,

PAPERNICK & GEFSKY, P. C.  
ATTORNEYS AT LAW



Howard F. Murphy, Esquire  
Attorneys for Plaintiff,  
Altegra Credit Company

**VERIFICATION**

I, **KAREN FINNEGAN**, the undersigned, am duly authorized to make this verified statement on behalf of Altegra Credit Company, and I hereby verify that the statements set forth in the foregoing **Complaint in Mortgage Foreclosure** are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 2/23/01

By: Karen Finnegon

# NOTE

March 12, 1996

[Date]

P.O. BOX 338, WINDBURN, PA 15879

STATE COLLEGE

[City]

PENNSYLVANIA

[State]

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 38,250.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ALTEGRA CREDIT COMPANY

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 unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.2900 %.

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) of this Note.

## 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 18th day of each month beginning on April 18, 1996. 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. My monthly payments will be applied to interest before principal. If, on March 18, 2016, 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 116 ALLEGHENY CENTER MALL PITTSBURGH, PENNSYLVANIA 15212-5356

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

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 402.39

## 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". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. 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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, 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 loan charge shall be reduced by the amount necessary to reduce the charge 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 Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Ten 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 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (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.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) 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.

### (E) Payment of Note Holder's Costs and Expenses

If 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.

## 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) above or at a different address if I am given a notice of that different address.

MULTI-STATE FIXED RATE NOTE - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 2  
VMP MORTGAGE FORMS - (800)521-7291

Form 3200 12/83  
Amended 6/91

Initials: \_\_\_\_\_

EXHIBIT  
"A"

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

*Paul A Kolesar Jr* \_\_\_\_\_ (Seal)  
 PAUL KOLESAR Jr  
 -Borrower

*Christine J. Kolesar* \_\_\_\_\_ (Seal)  
 KATIE KOLESAR Christine J. Kolesar  
 -Borrower  
 SSN:

\_\_\_\_\_ (Seal)  
 -Borrower  
 SSN:

\_\_\_\_\_ (Seal)  
 -Borrower  
 SSN:

(Sign Original Only)

**LEGAL DESCRIPTION**

**Mortgagee:** **Altegra Credit Company**

**Mortgagor:** **Paul A. Kolesar, Kristine J. Kolesar, Joan L. Houser**

**All that certain parcel of land and improvements thereon situate in Cooper Township, Clearfield County, Pennsylvania and designated as Parcel No. 110-0-S09-000-187.1 and more fully described in a Deed dated 07/17/1970 and recorded in Clearfield County Deed/Record Book Volume 563 , page 318.**

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



Parcel Number:

*Karen J. Starck*

Karen L. Starck  
Recorder of Deeds

[Space Above This Line For Recording Data]

183-8032013-1101  
VOL 1745 PAGE 181

RECEIVED APR 1 1996

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:03 pm 3-22-96  
BY Real Estate Closing  
FEES 17.50  
Karen L. Starck, Recorder

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 12, 1996  
PAUL KOLESAR AND KRIS KOLESAR, HUSBAND AND WIFE

Jr Karen J. KOLESAR

*JK*  
("Borrower"). This Security Instrument is given to  
ALTEGRA CREDIT COMPANY

The mortgagor is

which is organized and existing under the laws of THE STATE OF FLORIDA  
address is 116 ALLEGHENY CENTER MALL

PITTSBURGH, PENNSYLVANIA 15212-5356 ("Lender"). Borrower owes Lender the principal sum of  
Thirty-Eight Thousand Two Hundred Fifty and No/100 -----

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 March 18, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

TOWNSHIP OF COOPER CLEARFIELD County, Pennsylvania:

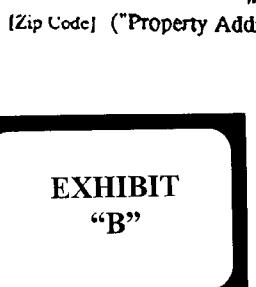
All that certain parcel of land and improvements thereon situate in Cooper Township, Clearfield County, Pennsylvania as designated and Parcel No. 110-0-509-000-187.1 and more fully described in a Deed dated 07/17/1970 and recorded in Clearfield County Deed/Record Book Volume 563, page 318.

which has the address of P.O. BOX 338  
Pennsylvania 16879

PENNSYLVANIA - Single Family - FNMA/FHLMC  
UNIFORM INSTRUMENT Form 3039 9/90  
VMP -6R(PA) (9410) Amended 5/91  
VMP MORTGAGE FORMS - (800)621-7291

Page 1 of 6

Initials: \_\_\_\_\_



WINDBURN

[Street, City].

[Zip Code] ("Property Address"):



04-16-96 11:51

**LEGAL DESCRIPTION**

Mortgagee: **Altegra Credit Company**

Mortgagor: **Paul A. Kolesar, Kristine J. Kolesar, Joan L. Houser**

**All that certain parcel of land and improvements thereon situate in Cooper Township, Clearfield County, Pennsylvania and designated as Parcel No. 110-0-S09-000-187.1 and more fully described in a Deed dated 07/17/1970 and recorded in Clearfield County Deed/Record Book Volume 563 , page 318.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 VA Rider

Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify] \_\_\_\_\_

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

Witnesses:

Keith E. Mahen

Paul A. Kolesar (Seal) PK  
 PAUL KOLESAR JR. Borrower

Kris Kolesar

Kris Kolesar (Seal) PK  
 KRIS KOLESAR Kris & Kolesar Borrower

Karen L. Starck (Seal)  
 Karen L. Starck Borrower

**Certificate of Residence**

I, Keith Mahen, do hereby certify that the correct address of the within-named Mortgagee is 116 Allegheny Center Mall, Pittsбур, PA 15212.

Witness my hand this 12<sup>th</sup> day of March

, 1996.

Keith E. Mahen Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, CENTRE

County ss:

On this, the 12<sup>th</sup> day of March 1996, before me, the undersigned officer,

person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission Expires:

Keith E. Mahen

Notary Public  
 Title of Officer

Notarial Seal  
 Keith E. Mahen, Notary Public  
 Bellefonte Boro, Centre County  
 My Commission Expires Jan. 4, 1999

Entered of Record May 22 1996, 3:03 pm Karen L. Starck, Recorder

FILED

2001 MAR 05 2001  
SAC  
William A. Shaw  
Prothonotary  
\$80.00

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

Sheriff Docket # 10762

ALTEGRA CREDIT COMPANY

01-308-CD

VS.

KOLESAR, PAUL A. AI

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW MARCH 6, 2001 AT 10:08 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL A. KOLESAR, DEFENDANT AT RESIDENCE, P.O. BOX 338, T.R. 720, WINBURN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN HOUSER, AAR, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: McCLEARY/MORGILLO**

**NOW MARCH 6, 2001 AT 10:08 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KRISTINE J. KOLESAR, DEFENDANT AT RESIDENCE, P.O. BOX 338, T.R. 720, WINBURN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN HOUSER, AAR, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: McCLEARY/MORGILLO**

**NOW MARCH 6, 2001 AT 10:08 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOAN L. HOUSER, DEFENDANT AT RESIDENCE, P.O. BOX 338, T.R. 720, WINBURN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN L. HOUSER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: McCLEARY/MORGILLO**

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**Return Costs**

Cost	Description
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40.74	SHFF. HAWKINS PAID BY: ATTY.
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30.00	SURCHARGE PAID BY: ATTY.
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In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10762

ALTEGRA CREDIT COMPANY

01-308-CD

VS.

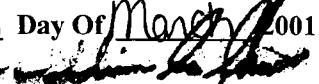
KOLESAR, PAUL A. AI

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

---

Sworn to Before Me This

8th Day Of March 2001  


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

So Answers,

  
by Marilyn Hamm  
Chester A. Hawkins  
Sheriff

FILED

MAR 08 2001  
0131 P.M.   
William A. Shaw   
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,

Plaintiff,

vs.

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER,

Defendants.

CIVIL DIVISION

Case No.: 01-308-CD

Code: 140

**PRAECLPICE FOR DEFAULT  
JUDGMENT AND AFFIDAVIT  
OF NON-MILITARY SERVICE**

Filed on behalf of:  
Altegra Credit Company, Plaintiff

Counsel of Record for this Party:

Howard F. Murphy, Esquire  
Pa. I.D. #82271

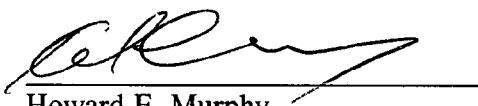
PAPERNICK & GEFSKY, P.C.  
Firm #216

4268 Northern Pike  
Monroeville, PA 15146

(412) 373-2212

I certify that the precise residence of the Plaintiff, Altegra Credit Company, is 116 Allegheny Center Mall, Pittsburgh, PA 15212.

I certify that the last known address of the Defendants, Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser, is P.O. Box 338, Winburne, PA 16879.



Howard F. Murphy

**FILED**

MAY 22 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.: 01-308-CD  
vs. :  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. HOUSER, :  
Defendants. :  
:

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff, Altegra Credit Company, and against the Defendants, Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser, for failure to answer the Plaintiff's Complaint in Mortgage Foreclosure within twenty (20) days from service thereof, and assess Plaintiff's damages as follows:

Outstanding Principal Balance	\$38,247.39
Interest through January 31, 2001	4,222.05
Late Charges through January 31, 2001	1,041.58
Attorneys Commission (5%)	1,912.37
Additional Interest through May 11, 2001	<u>1,129.00</u>
 Total:	 \$46,552.39

Plus interest at the rate of Eleven and 2900/100 percent (11.2900%) per annum (daily current amount \$11.29) after May 12, 2001.

I certify that the attached Notice was forwarded to each of the Defendants in accordance with Pa.R.C.P. 237.1 after the failure to plead and at least ten days prior to the date of filing of this Praeclipe, by first class mail postage prepaid, addressed to the address shown on the attached Notice.

PAPERNICK & GEFSKY, P.C.  
ATTORNEYS AT LAW



Howard F. Murphy, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.: 01-308-CD  
vs. :  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. HOUSER, :  
Defendants. :  
:

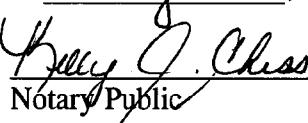
**AFFIDAVIT OF NON-MILITARY SERVICE**

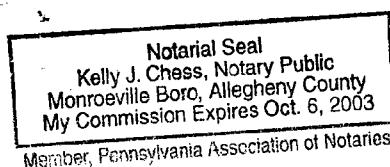
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public, in and for said County and State, personally appeared Howard F. Murphy, Esquire, known to me, who being duly sworn according to law, deposes and says that he is advised and believes that Defendants, Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser, are not presently in the active military service of the United States of America and not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and not an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of his knowledge is not enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct, and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

  
(SEAL)  
Howard F. Murphy, Esquire

Sworn to and subscribed  
before me, this 14th day  
of May, 2001.

  
Kelly J. Chess  
Notary Public



**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,	:	CIVIL DIVISION
Plaintiff,	:	Case No.: 01-308-CD
vs.	:	
PAUL A. KOLESAR, KRISTINE J.	:	
KOLESAR and JOAN L. HOUSER,	:	
Defendants.	:	

**NOTICE OF JUDGMENT**

TO: Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser  
P.O. Box 338, Winburne, PA 16879

You are hereby notified that a judgment was entered in the above-captioned proceeding on  
the 22nd day of May, 2001, in the amount of \$46,552.39.

  
\_\_\_\_\_  
Prothonotary

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

ALTEGRA CREDIT COMPANY, :

Plaintiff, :

vs. :

Case No.: 01-308-CD

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER,

Defendants. :

DATE OF NOTICE: March 28, 2001

TO: Paul A. Kolesar  
P.O. Box 338 - Township Route 720  
Windburne, PA 16879

**IMPORTANT NOTICE**

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

Lawyer Referral Service  
Court Administrator  
Clearfield County Courthouse  
230 E. Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 extension 1300 or 1301

PAPERNICK & GEFSKY, P.C.  
ATTORNEYS AT LAW

  
Howard F. Murphy, Esquire  
4268 Northern Pike  
Monroeville, PA 15146  
(412) 373-2212

CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
and FIRST CLASS MAIL, POSTAGE PREPAID

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

ALTEGRA CREDIT COMPANY,

Plaintiff,

vs.

Case No.: 01-308-CD

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER,

Defendants.

DATE OF NOTICE: March 28, 2001

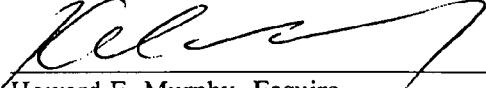
TO: Kristine A. Kolesar  
P.O. Box 338 - Township Route 720  
Windburne, PA 16879

**IMPORTANT NOTICE**

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

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PAPERNICK & GEFSKY, P.C.  
ATTORNEYS AT LAW

  
Howard F. Murphy, Esquire  
4268 Northern Pike  
Monroeville, PA 15146  
(412) 373-2212

CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
and FIRST CLASS MAIL, POSTAGE PREPAID

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

ALTEGRA CREDIT COMPANY, :

Plaintiff, :

vs. :

Case No.: 01-308-CD

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER, :

Defendants. :

DATE OF NOTICE: March 28, 2001

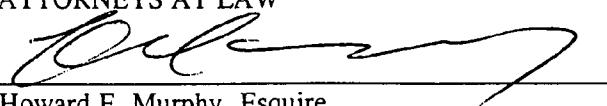
TO: **Joan L. Houser**  
P.O. Box 338 - Township Route 720  
Windburne, PA 16879

**IMPORTANT NOTICE**

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

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ATTORNEYS AT LAW

  
Howard F. Murphy, Esquire  
4268 Northern Pike  
Monroeville, PA 15146  
(412) 373-2212

CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
and FIRST CLASS MAIL, POSTAGE PREPAID

**FILED**

MAY 22 2001

M 11:44 atty. Murphy pd \$20.00

William A. Shaw  
Prothonotary

Notice to Dep:  
Statement to atty

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,	:	CIVIL DIVISION
Plaintiff,	:	Case No.: 01-308-CD
vs.	:	
PAUL A. KOLESAR, KRISTINE J.	:	
KOLESAR and JOAN L. HOUSER,	:	
Defendants.	:	

**NOTICE OF JUDGMENT**

TO: Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser  
P.O. Box 338, Winburne, PA 16879

You are hereby notified that a judgment was entered in the above-captioned proceeding on  
the 22nd day of May, 2001, in the amount of \$46,552.39.

  
\_\_\_\_\_  
Prothonotary

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.: 01-308-CD  
vs. :  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. HOUSER, :  
Defendants. :  
:

**NOTICE OF JUDGMENT**

TO: Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser  
P.O. Box 338, Winburne, PA 16879

You are hereby notified that a judgment was entered in the above-captioned proceeding on  
the 22nd day of May, 2001, in the amount of \$46,552.39.

  
\_\_\_\_\_  
Prothonotary

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

Case No. 2001-00308-CD

Altegra Credit Company  
Plaintiff(s)

No.: 2001-00308-CD

Real Debt: \$46,552.39

Atty's Comm:

Vs.

Costs: \$

Int. From:

Paul A. Kolesar  
Kristine J. Kolesar  
Joan L. Houser  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 22, 2001

Expires: May 22, 2006

Certified from the record this 22nd of May, 2001

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,

Plaintiff,

vs.

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER,

Defendants.

CIVIL DIVISION

Case No.: 01-308-CD

Code: 140

**PRAECIPE FOR WRIT OF  
EXECUTION AND AFFIDAVIT  
OF ADDRESS**

Filed on behalf of:  
Altegra Credit Company, Plaintiff

Counsel of Record for this Party:

Howard F. Murphy, Esquire  
Pa. I.D. #82271

PAPERNICK & GEFSKY, P.C.  
Firm #216

4268 Northern Pike  
Monroeville, PA 15146

(412) 373-2212

FILED

(M)  
4-22-01  
wM

MAY 22 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY,

: CIVIL DIVISION

Plaintiff,

: Case No.: 01-308-CD

vs.

PAUL A. KOLESAR, KRISTINE J.  
KOLESAR and JOAN L. HOUSER,

Defendants.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a writ of execution in the above matter:

Amount Due:	\$46,552.39
Interest from May 12, 2001 to _____	_____
<b>TOTAL:</b>	\$ _____
Costs to be added	<i>\$ 120.00</i>

PAPERNICK & GEFSKY, P. C.  
ATTORNEYS AT LAW

  
Howard F. Murphy, Esquire  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.: 01-308-CD  
vs. :  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. HOUSER, :  
Defendants. :  
:

**AFFIDAVIT OF ADDRESS**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:  
 )

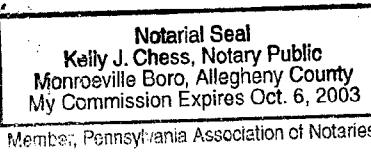
Before me, the undersigned authority, a Notary Public, in and for said County and State, personally appeared Howard F. Murphy, Esquire, known to me, who being duly sworn according to law, deposes and says that the last known address of the Defendants, Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser, is P.O. Box 338, Winburne, PA 16879, and that the Defendants are the owners of the mortgaged property.

  
(SEAL)  
Howard F. Murphy, Esquire

Sworn to and subscribed  
before me, this 14th day  
of May, 2001.

  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:



**FILED**

MAY 22 2001  
1130 AM CATH  
William A. Shaw, Murphy Pd  
Prothonotary  
\$20.00

6 Writs Sheriff  
FBI

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

Altegra Credit Company,

Vs.

NO.: 2001-00308-CD

Paul A. Kolesar,  
Kristine J. Kolesar,  
Joan L. Houser,

COP

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ALTEGRA CREDIT COMPANY, Plaintiff(s) from PAUL A. KOLESAR, KRISTINE J. KOLESAR, JOAN L. Houser, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$46,552.39  
INTEREST: \$ from May 12, 2001 to present  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/22/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$

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

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

Requesting Party: Howard Murphy, Esquire  
4268 Northern Pike  
Monroeville, PA 15146

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.: 01-308-CD  
vs. : Code: 140  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. Houser, :  
Defendants. :

DESCRIPTION

ALL that certain lot or piece of land situate in the Township of Cooper, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in Right-of-Way line of Township Road NO-T-720 and the Northeast corner of Lot No. 43, the property of Hilma Lundquist; thence along said Lot No. 43, North Eighty-five degrees Forty-nine minutes West (N 85° 49' West) a distance of One Hundred Twenty-Five (125') feet to a stake; thence still by the lands of Hilma Lundquist Lot No. 105, from which this is a part, North Five degrees Fifty-three minutes East (N 5° 53' E) a distance of One Hundred (100') feet to a stake; thence, still by the same lands of Hilma Lundquist, South Eighty-five degrees Forty-nine minutes East (S 85° 49' E) a distance of One Hundred Twenty-five (125') feet to a stake in Right-of-Way line of Township Road, NO-T-720; thence along said Right-of-Way line South Five degrees Fifty-three minutes West (S 5° 53' W) a distance of One Hundred feet (100') to a stake and the place of beginning. This piece of land containing 0.287 acres, as shown on plan and map prepared by Bernard Lucas Associates.

EXCEPTING and RESERVING, NEVERTHELESS, all reservations so reserved in all former titles heretofore made.

BEING municipally known and numbered as P.O. Box 338, Township Route 720, Winburne, PA 16879.

DEFENDANT(S): Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser

\*\*\*\*\*  
WRIT NO.: 01-308-CD

\*\*\*\*\*  
DEBT: \$ 46,552.39

NAME OF ATTY.(S): Howard F. Murphy, Papernick & Gefsky, P.C.

\*\*\*\*\*  
SHORT DESCRIPTION

Cooper Township, Deed Book Volume 1745 Page 178;

H.E.T. a dwelling k/a P.O. Box 338, Township Route 720, Windburne, PA 16879, Parcel No: 110-0-S09-000-187.1.

---

ATTENTION NEWSPAPERS: DO NOT PRINT ANYTHING APPEARING BELOW DOUBLE LINE OR UNDERSCORED WITH ASTERISKS (\*\*\*\*)

THIS COMPLETED FORM MUST BE FILED IN TRIPPLICATE ALONG WITH ONE COPY OF LONG DESCRIPTION AND WRIT. LONG DESCRIPTION MUST BE SIGNED AND CONTAIN LOT AND BLOCK DESIGNATION WHERE APPLICABLE.

(Use additional sheets for short description whenever necessary)

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

Altegra Credit Company,

Vs.

NO.: 2001-00308-CD

Paul A. Kolesar ,  
Kristine J. Kolesar ,  
Joan L. Houser ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ALTEGRA CREDIT COMPANY, , Plaintiff(s) from PAUL A. KOLESAR , KRISTINE J. KOLESAR , JOAN L. Houser , , Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$46,552.39  
INTEREST: \$from May 12, 2001 to present  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/22/2001

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$

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

Received this writ this 22<sup>nd</sup> day  
of May A.D. 2001  
At 3:17 A.M./P.M.  
Wester A. Hawkins  
Sheriff by Margaret H. Putt

Requesting Party: Howard Murphy, Esquire  
4268 Northern Pike  
Monroeville, PA 15146

DEFENDANT(S):Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser

---

WRIT NO.: 01-308-CD

DEBT: \$ 46,552.39

NAME OF ATTY.(S):Howard F. Murphy, Papernick & Gefsky, P.C.

---

**SHORT DESCRIPTION**

---

Cooper Township, Deed Book Volume 1745 Page 178;

H.E.T. a dwelling k/a P.O. Box 338, Township Route 720, Windburne, PA 16879, Parcel No: 110-0-S09-000-187.1.

---

ATTENTION NEWSPAPERS: DO NOT PRINT ANYTHING APPEARING BELOW DOUBLE LINE OR UNDERSCORED WITH ASTERISKS (\*\*\*\*)

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(Use additional sheets for short description whenever necessary)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

ALTEGRA CREDIT COMPANY, : CIVIL DIVISION  
Plaintiff, : Case No.: 01-308-CD  
vs. : Code: 140  
PAUL A. KOLESAR, KRISTINE J. :  
KOLESAR and JOAN L. HOUSER, :  
Defendants. :

**DESCRIPTION**

ALL that certain lot or piece of land situate in the Township of Cooper, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in Right-of-Way line of Township Road NO-T-720 and the Northeast corner of Lot No. 43, the property of Hilma Lundquist; thence along said Lot No. 43, North Eighty-five degrees Forty-nine minutes West ( $N 85^\circ 49' W$ ) a distance of One Hundred Twenty-Five (125) feet to a stake; thence still by the lands of Hilma Lundquist Lot No. 105, from which this is a part, North Five degrees Fifty-three minutes East ( $N 5^\circ 53' E$ ) a distance of One Hundred (100') feet to a stake; thence, still by the same lands of Hilma Lundquist, South Eighty-five degrees Forty-nine minutes East ( $S 85^\circ 49' E$ ) a distance of One Hundred Twenty-five (125') feet to a stake in Right-of-Way line of Township Road, NO-T-720; thence along said Right-of-Way line South Five degrees Fifty-three minutes West ( $S 5^\circ 53' W$ ) a distance of One Hundred feet (100') to a stake and the place of beginning. This piece of land containing 0.287 acres, as shown on plan and map prepared by Bernard Lucas Associates.

EXCEPTING and RESERVING, NEVERTHELESS, all reservations so reserved in all former titles heretofore made.

BEING municipally known and numbered as P.O. Box 338, Township Route 720, Winburne, PA 16879.

BEING the same property which Joan L. Houser, by Deed dated March 12, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1745, page 178, granted and conveyed to Paul A. Kolesar, Kristine J. Kolesar and Joan L. Houser.

PAPERNICK & GEFSKY, P.C.  
ATTORNEYS AT LAW



Howard F. Murphy, Esquire  
Attorneys for Plaintiff,  
Altegra Credit Company

4268 Northern Pike  
Monroeville, PA 15146  
(412) 373-2212

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

Sheriff Docket # 11048

ALTEGRA CREDIT COMPANY

01-308-CD

VS.

KOLESAR, PAUL A.

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JUNE 8, 2001, AT 10:00 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, JUNE 8, 2001, AT 10:00 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOAN L. HOUSER, MOTHER-IN-LAW OF PAUL A. KOLESAR, DEFENDANT, AT HER PLACE OF RESIDENCE, PO BOX 338, TOWNSHIP ROUTE 720, WINBURN, CLEARFIELD COUNTY, PENNSYLVANIA, 16879, BY HANDING TO JOAN L. HOUSER, MOTHER-IN-LAW OF PAUL A. KOLESAR, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JUNE 8, 2001, AT 10:00 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOAN L. HOUSER, MOTHER OF KRISTINE J. KOLESAR, DEFENDANT, AT HER PLACE OF RESIDENCE, PO BOX 388, TOWNSHIP ROUTE 720, WINBURN, CLEARFIELD COUNTY, PENNSYLVANIA, 16879, BY HANDING TO JOAN L. HOUSER, MOTHER OF JOAN L. HOUSER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JUNE 8, 2001, AT 10:00 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOAN L. HOUSER, DEFENDANT, AT HER PLACE OF RESIDENCE, PO BOX 388, TOWNSHIP ROUTE 720, WINBURN, CLEARFIELD COUNTY, PENNSYLVANIA, 16879, BY HANDING TO JOAN L. HOUSER, 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.**

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

**Sheriff Docket # 11048**

**ALTEGRA CREDIT COMPANY**

**01-308-CD**

**VS.**

**KOLESAR, PAUL A.**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JUNE 8, 2001, RECEIVED A PHONE CALL FROM ATTORNEY MURPHY'S OFFICE THAT MORTGAGE WAS BROUGHT CURRENT, CANCEL SALE. LETTER TO FOLLOW.**

**NOW, JUNE 8, 2001, CALLED PROGRESS AND LEGAL JOURNAL AND CANCELLED ADVERTISING.**

**NOW, JUNE 12, 2001, RECEIVED A FAX FROM ATTORNEY MURPHY THAT DEFENDANTS BROUGHT MORTGAGE CURRENT. AMOUNT PAID TO ALTEGRA BY DEFENDANTS WAS EIGHT HUNDRED TEN DOLLARS (\$810.00). SALE IS TO BE STAYED.**

**NOW, JUNE 16, 2001, RECEIVED LETTER FROM ATTORNEY MURPHY THAT SALE IS TO BE STAYED, DEFENDANTS PAID EIGHT HUNDRED TEN DOLLARS (\$810.00) TO BRING MORTGAGE CURRENT.**

**NOW, OCTOBER 17, 2001, RETURN WRIT AS "NO SALE" HELD AS DEFENDANTS BROUGHT MORTGAGE CURRENT. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.**

**SHERIFF HAWKINS \$206.08  
SURCHARGE      \$ 60.00  
PAID BY ATTORNEY**

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11048

ALTEGRA CREDIT COMPANY

01-308-CD

VS.

KOLEsar, PAUL A.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

Sworn to Before Me This

18<sup>th</sup> Day Of October 2001  
William A. Shaw

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

So Answers,

*Chester Hawkins*  
by Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

FILED  
01/3/01  
OCT 18 2001  
C  
William A. Shaw  
Prothonotary

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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

to public venue or outcry at which time and place I sold the same to \_\_\_\_\_

he/she being the highest bidder, for the sum of \$ \_\_\_\_\_  
and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	16.20
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING - PHONE - FAX	
<b>TOTAL SHERIFF COSTS</b>	<b>\$ 206.08</b>

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>\$</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 46,552.39
INTEREST FROM MAY 12, 2001 TO PRESENT	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 46,552.39</b>

COSTS:

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

**TOTAL COSTS**

**\$ 326.08**

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

Chester A. Hawkins, Sheriff

PAPERNICK & GEFSKY  
CLEARFIELD, PA  
ATTORNEYS AT LAW • A PROFESSIONAL CORPORATION

Howard F. Murphy  
Attorney At Law  
hmurphy@papernick-gefsky.com

June 11, 2001

**VIA FACSIMILE AND U.S. MAIL**  
Clearfield County Sheriff's Department  
Attn: Peggy  
P.O. Box 549  
Clearfield, PA 16830

RE: Altegra Credit Company vs. Kolesar, et al.  
NO: 01-308-CD

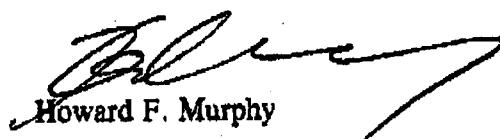
Dear Peggy:

Please stay the writ in the above-captioned mortgage foreclosure due to the Defendants becoming current with their mortgage payments. The amount paid to Altegra by the Defendants was \$810.

Should you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

PAPERNICK & GEFSKY, P.C.  
ATTORNEYS AT LAW



Howard F. Murphy

cc: Karen Finnegan, Altegra Credit Company  
HFM/kjc

**COPY**

4268 NORTHERN PIKE • MONROEVILLE, PA 15146 • 412-373-2212 • 412-372-2630 FAX  
PITTSBURGH, PA • MT. LEBANON, PA • McCANDLESS, PA  
www.papernick-gefsky.com

P A P E R N I C K  
&  
G E F S K Y

ATTORNEYS AT LAW • A PROFESSIONAL CORPORATION

**Howard F. Murphy**  
Attorney At Law  
h murphy@papernick-gefsky.com

June 11, 2001

**VIA FACSIMILE AND U.S. MAIL**  
Clearfield County Sheriff's Department  
Attn: Peggy  
P.O. Box 549  
Clearfield, PA 16830

RE: Altegra Credit Company vs. Kolesar, et al.  
NO: 01-308-CD

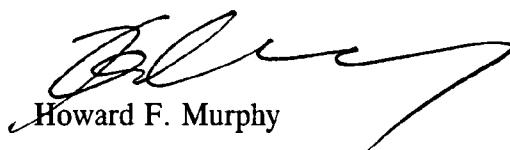
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Should you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

PAPERNICK & GEFSKY, P.C.  
ATTORNEYS AT LAW



Howard F. Murphy

cc: Karen Finnegan, Altegra Credit Company  
HFM/kjc

*copy*