

01-332-0D  
CLEARFIELD BANK & TRUST COMPANY -vs- PENNY L. MEHOLICK

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

CLEARFIELD BANK & TRUST  
COMPANY,  
Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01 332 - CD  
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**FILED**

MAR 07 2001

William A. Shaw  
Prothonotary

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

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

|                         |   |     |
|-------------------------|---|-----|
| CLEARFIELD BANK & TRUST | : | No. |
| COMPANY,                | : |     |
| Plaintiff               | : |     |
|                         | : |     |
| vs.                     | : |     |
|                         | : |     |
| PENNY L. MEHOLICK,      | : |     |
| Defendant               | : |     |

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, , Clearfield County, Pennsylvania 16830.
2. The Defendant is Penny L. Meholick, with a property address of 15-1/2 East Second Avenue, Dubois, Pennsylvania 15801.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated October 22, 1999, in the principal amount of \$32,300.00, a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument No. 199917552.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Third Ward of the City of DuBois, Clearfield County, DuBois, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$32,300.00 as set forth in Promissory Note dated October 22, 1999. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The terms of the said Mortgage have been modified according to a Loan Modification Agreement dated October 22, 2000. A true and correct copy of the said Loan Modification Agreement is attached hereto marked Exhibit "D".

7. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due from November 6, 2000, and subsequent monthly installments due since.

8. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated January 10, 2001, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "E".

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

10. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

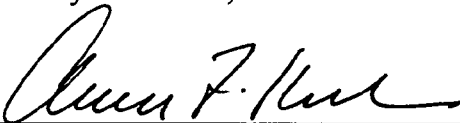
11. The amounts due and owing under the terms of the said Mortgage are as follows:

|                    |   |                     |
|--------------------|---|---------------------|
| (a)                | Principal Balance   | \$ 30,577.85        |
| (b)                | Interest per diem of 6.73214<br>from 10/06/00 until 2/27/01 | \$ 903.11           |
| (c)                | Late Charges  | \$ 44.16            |
| (d)                | Satisfaction Fee  | \$ 15.50            |
| (e)                | Attorney Collection Fee                                     | \$ 3,057.79         |
| <b>FINAL TOTAL</b> |   | <b>\$ 34,598.41</b> |

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$ 34,598.41 plus interest at 7.50%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated:

  
\_\_\_\_\_  
Alan F. Kirk  
Attorney for Plaintiff



ALL those two certain pieces or parcels of land situate in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point at the Southeast corner of Lot No. 631 in the John E. DuBois Plan of Lots; thence in a Northerly direction along the Easterly line of said Lot No. 631, a distance of 160 Feet to a point on the Southerly line of an Alley; thence in an Easterly direction along the Southerly line of said Alley, 37 Feet to a point; thence in a Southerly direction along the Westerly line of Lot of Blanche A. Weaver, which is the second parcel hereinafter described in this Deed, 105 Feet to a post; thence still along land of said Blanche A. Weaver, in a Westerly direction 21 Feet to a point; thence in a Southerly direction still along line of Lot of said Blanche A. Weaver, 55 Feet to a post on the North side of East Second Avenue; thence along the North side of East Second Avenue in a Westerly direction, 16 Feet to the place of beginning. Being known as part of Lot No. 632 in said Plan.

THE SECOND THEREOF: BEGINNING at a post on the North side of East Second Avenue, said post being 16 Feet Easterly from the Southeast corner of Lot No. 631; thence Easterly along line of East Second Avenue 44 Feet to line of Lot No. 633; thence Northerly along line of Lot No. 633, a distance of 160 Feet to an Alley; thence along said Alley in a Westerly direction, 23 Feet to line of Lot of H. C. Weaver and Genevieve Weaver, which is the First Parcel above described in this Deed; thence Southerly along said Lot, 105 Feet to a post; thence Westerly along line of Lot of H. C. Weaver and Genevieve Weaver, 21 Feet to a post; thence Southerly along line of Lot of H. C. Weaver and Genevieve Weaver, 55 Feet to a post and the place of beginning. Being known as part of Lot No. 632 in the John E. DuBois Plan of Lots to said City.

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

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

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

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

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

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

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

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

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. 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

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in 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  
☐ Other(s) [specify]

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider

- ☐ 1-4 Family Rider  
☒ Biweekly Payment Rider  
☐ Second Home Rider

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

Margaret J. Thompson

Penny L. Meholic (Seal)  
Penny L. Meholic  
-Borrower

(Seal)  
-Borrower

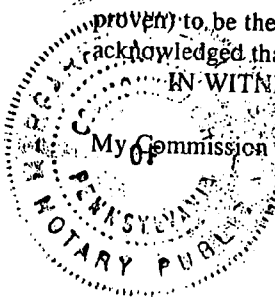
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 22nd day of October, 1999, before me, Margaret J. Thompson  
the undersigned officer, personally appeared Penny L. Meholic

known to me (or satisfactorily  
acknowledged that she is she subscribed to the within instrument and  
executed the same for the purposes herein contained.

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

My Commission Expires: 10/31/02



Notarial Seal  
Margaret J. Thompson, Notary Public  
DuBois, Clearfield County  
My Commission Expires Oct. 31, 2002  
Member, Pennsylvania Association of Notaries

Margaret J. Thompson  
Notary Public

Title of Officer

IT IS HEREBY certified that the address of the mortgagee in the within mortgage is 11 North 2nd Street,  
P.O. Box 171, Clearfield, PA 16830-0171

By .....

**BIWEEKLY PAYMENT RIDER**  
(Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this 22nd day of October, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CLEARFIELD BANK & TRUST COMPANY,  
11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830  
..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
15 1/2 East Second Avenue, DuBois, PA 15801  
.....  
[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. BIWEEKLY PAYMENTS**

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on November 5, 1999..... I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at Clearfield Bank & Trust Company, 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830.....  
or at a different place if required by the Note Holder.

**(B) Amount of Biweekly Payments**

My biweekly payment will be in the amount of U.S. \$ 159.45.....

**(C) Manner of Payment**

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

**4. TERM**

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on June 17, 2011..... If, on July 1, 2011....., [insert applicable 15-, 20-, or 30- year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. [omitted]

6. [omitted]

Form 3177 9/90



P R O A O

MULTISTATE BIWEEKLY PAYMENT RIDER (Fixed Rate)—Single Family—Fannie Mae UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form BWFR-3177 6/28/94

(page 1 of 2)

*PLM*

**(A) Late Charge for Overdue Payments**

**(B) Default**

**(C) Termination of Biweekly Payments**

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twelve" is changed to "twenty-six."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Penny L. Meholic  
Penny L. Meholic (Seal)  
-Borrower

..... (Seal)  
-Borrower

ALL those two certain pieces or parcels of land situate in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point at the Southeast corner of Lot No. 631 in the John E. DuBois Plan of Lots; thence in a Northerly direction along the Easterly line of said Lot No. 631, a distance of 160 Feet to a point on the Southerly line of an Alley; thence in an Easterly direction along the Southerly line of said Alley, 37 Feet to a point; thence in a Southerly direction along the Westerly line of Lot of Blanche A. Weaver, which is the second parcel hereinafter described in this Deed, 105 Feet to a post; thence still along land of said Blanche A. Weaver, in a Westerly direction 21 Feet to a point; thence in a Southerly direction still along line of Lot of said Blanche A. Weaver, 55 Feet to a post on the North side of East Second Avenue; thence along the North side of East Second Avenue in a Westerly direction, 16 Feet to the place of beginning. Being known as part of Lot No. 632 in said Plan.

THE SECOND THEREOF: BEGINNING at a post on the North side of East Second Avenue, said post being 16 Feet Easterly from the Southeast corner of Lot No. 631; thence Easterly along line of East Second Avenue 44 Feet to line of Lot No. 633; thence Northerly along line of Lot No. 633, a distance of 160 Feet to an Alley; thence along said Alley in a Westerly direction, 23 Feet to line of Lot of H. C. Weaver and Genevieve Weaver, which is the First Parcel above described in this Deed; thence Southerly along said Lot, 105 Feet to a post; thence Westerly along line of Lot of H. C. Weaver and Genevieve Weaver, 21 Feet to a post; thence Southerly along line of Lot of H. C. Weaver and Genevieve Weaver, 55 Feet to a post and the place of beginning. Being known as part of Lot No. 632 in the John E. DuBois Plan of Lots to said City.

BEING the same premises conveyed to John D. Feiro, Jr. and Aldine L. Feiro, husband and wife, by Deed of H. C. Weaver, et al., dated the 9th day of November, 1971, as recorded in Deed Book Volume 583, at Page 386. The said John D. Feiro, Jr. did thereafter become deceased on the 17th day of September, 1995, whereby all of his right, title and interest divulged by operation unto his surviving spouse, Aldine L. Feiro. Aldine L. Feiro did thereafter become deceased on June 27, 1999, whereby in accordance with her Last Will and Testament duly admitted to probate in the Orphans' Court Division of the Court of Common Pleas of Clearfield County, PA, Penny L. Meholick and Susan D. Meholick were appointed Co-Executrices of her Estate, and were also the sole beneficiaries in accordance with her Last Will and Testament dated June 30, 1995.

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax Act that the within conveyance is exempt as being between parent and child, and sister and sister.

EXHIBIT

tabbles

B

**NOTE**  
**(Biweekly Payments - Fixed Rate)**

October 22, 1999

DuBois  
[City]

PA  
[State]

15 1/2 East Second Avenue, DuBois, PA 15801

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 32,300.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CLEARFIELD BANK & TRUST COMPANY, 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on November 5, 1999. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at Clearfield Bank & Trust Company, 11 North 2nd Street, Clearfield, PA or at a different place if required by the Note Holder.

**(B) Amount of Biweekly Payments**

My biweekly payment will be in the amount of U.S. \$ 159.45.

**(C) Manner of Payment**

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

**4. TERM**

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on June 17, 2011. If, on July 1, 2011, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

**5. 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 biweekly or any monthly payment unless the Note Holder agrees in writing to those changes.

**6. 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 that 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.

**7. 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 biweekly or monthly payment by the end of fifteen 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 % 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 biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

EXHIBIT

C



**(C) Termination of Biweekly Payments**

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

**(D) Notice of Default**

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

**(E) 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.

**(F) Payment of Note Holder's Cost 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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 the Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as the Note, protects the Note Holder from possible losses that might result if I do not keep the promises that 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

.....(Seal)  
Penny L. Meholic  
.....Borrower

.....(Seal)  
.....Borrower

.....(Seal)  
.....Borrower

[Sign Original Only]

CLEARFIELD BANK & TRUST COMPANY

DATE 10-7-2000

MORTGAGE ACCOUNT NUMBER 2082270

LOAN MODIFICATION AGREEMENT

WHEREAS, the CLEARFIELD BANK & TRUST COMPANY OF CLEARFIELD, PENNSYLVANIA, loaned \_\_\_\_\_

PENNY L. MEHOLICK

the sum of THIRTY-TWO THOUSAND THREE HUNDRED AND 00/100-----dolla  
(\$32,300.00), as evidenced by a bond or note and mortgage executed and delivered on  
10-22-, ~~19~~<sup>2000</sup>, which mortgage is duly recorded in the public records in  
the Jurisdiction where the mortgaged property is located, which bond or note and mortgage  
hereby incorporated herein as a part of this instrument, and

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby r  
quest a modification of the terms of said loan for the reason stated: \_\_\_\_\_

LOWER MONTHLY PAYMENT

and said association has agreed to the terms of said loan modification as herein stated, a

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall  
be no misunderstanding of the matter:

THEREFORE, it is hereby agreed that, as of the date of the Agreement, the unpaid balance o  
said indebtedness is THIRTY THOUSAND FIVE HUNDRED SEVENTY SEVEN AND 85/100-----dolla  
(\$ 30,577.85), all of which the undersigned promises to pay with interest at 7.50  
per annum until paid, and the same shall be payable TWO HUNDRED NINETY FOUR AND 51/100dolla  
(\$ 294.51) per month beginning on the 6TH day of NOVEMBER, ~~19~~<sup>2000</sup>, to  
applied first to interest, and balance to principal, plus a sum estimated to discharge tax  
and insurance obligations if applicable (which estimated sum may be adjusted as necessary)  
and that in all other respects said mortgage contract shall remain in full force and effec

Signed, sealed and delivered this 17<sup>th</sup> day of October, ~~19~~<sup>2000</sup>.

CLEARFIELD BANK & TRUST COMPANY  
Clearfield, Pennsylvania

by Pamela Swartz  
(Authorized Signature)

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor  
or obligors, including an original unreleased borrower or borrowers, hereby consent to the  
foregoing loan modification.

✓ Penny L. Meholic

EXHIBIT

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Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171  
TELEPHONE (814) 765-7551 • TOLL FREE (888) 765-7551 • FAX (814) 765-2943  
[www.cbtfinancial.com](http://www.cbtfinancial.com)

## ACT 91 NOTICE

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

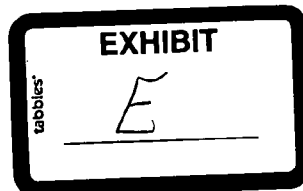
This Notice explains how the program works.

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

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

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

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



#### Full Service Branches:

**BRIDGE STREET**  
COR. N. 2ND & BRIDGE STS.  
CLEARFIELD, PA. 16830  
(814) 765-1645  
FAX (814) 765-2672

**GOLDENROD**  
1935 DAISY ST.  
CLEARFIELD, PA. 16830  
(814) 768-5200  
FAX (814) 768-5206

**CURWENSVILLE**  
407 WALNUT ST.  
CURWENSVILLE, PA. 16833  
(814) 236-2441  
FAX (814) 236-4650

**DuBOIS**  
91 BEAVER DRIVE  
DuBOIS, PA. 15801  
(814) 371-1400  
FAX (814) 371-2903

**PHILIPSBURG**  
IRVIN DRIVE EXTENSION  
PHILIPSBURG, PA. 16866  
(814) 342-5750  
FAX (814) 342-7321

|                          |   |
|--------------------------|---|
| HOMEOWNER'S NAME(S):     | Penny L. Meholick                             |
| MAILING ADDRESS:         | 66 Roosevelt St.<br>Sykesville, PA 15865-1318 |
| LOAN ACCT. NO.:          | 2082270                                       |
| ORIGINAL LENDER:         | Clearfield Bank & Trust Company               |
| CURRENT LENDER/SERVICER: | Clearfield Bank & Trust Company               |
| DATE:                    | January 10, 2001                              |

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: 15 1/2 E 2nd Ave DuBois PA 15801

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

November, December & January @ \$294.51 = \$883.53

Other charges (explain/itemize): Late Charges of \$29.44 + Escrow Charges of \$46.02

**TOTAL AMOUNT PAST DUE: \$958.99**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 958.99, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set**

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963



AFTER FIVE DAYS RETURN TO



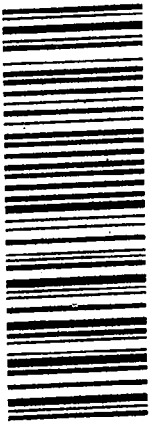
CLEARFIELD, PA 16830

RETURN SERVICE  
REQUESTED

- ☐ Not Deliverable As Addressed  
☐ Unable To Forward  
☐ Insufficient Address  
☒ Moved, Left No Address  
☐ Unclaimed  
☐ Attempted Not Known  
☐ No Such Street  
☐ Vacant  
☐ No Mail Receiptable  
☐ Box Closed-No Order  
☐ Returned For Better Address  
☐ Postage Due



7000 0600 0021 3843 3357



PENNY L M...  
66 POST... ST  
SY... PA 15865-1318

NOTE  
1st Notice 1-15  
2nd Notice 1-23  
Return 2-7

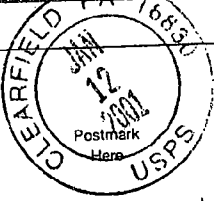
2/09 - remail certif. of mailing

# U.S. Postal Service CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To

Postage \$  
Certified Fee \$  
Return Receipt Fee (Endorsement Required) \$  
Restricted Delivery Fee (Endorsement Required) \$  
Total Postage & Fees \$



LAK

Name (Please Print Clearly) (to be completed by mailer)  
Renny L Maholick  
Street, Apt. No., or P.O. Box No.  
168 Russell St  
City, State, ZIP+4  
Sikeville PA 15865-1318  
PS Form 3810, July 1999

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

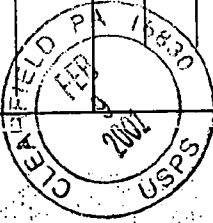
Received From: CLEARFIELD BANK & TRUST COMPANY

P.O. BOX 171

CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

Renny L Maholick  
168 Russell St  
Sikeville, PA 15865-1318



PS Form 3817, Mar. 1989

U.S. G.P.O.: 1992-329-823/69237

25EE EHPF T200 0090 0002

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

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

DATE: 3-5-01

FILED

MAR 07 2001

*William A. Shaw*  
Prothonotary

*pd \$80.00*

*See Sherris*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10774

CLEARFIELD BANK & TRUST COMPANY

01-332-CD

VS.

MEHOLICK, PENNY L.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 20, 2001, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY  
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY  
TO SERVE THE WITHIN COMPLAINT ON PENNY MEHOLICK, DEFENDANT.

**FILED**

APR 04 2001  
0111081 no cc  
William A. Shaw  
Prothonotary *WAS*

NOW MARCH 28, 2001 SERVED THE WITHIN COMPLAINT ON PENNY MEHOLICK,  
DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE  
RETURN TO SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF  
THIS RETURN STATING THAT HE SERVED TERRY FIKE, ADULT AT RESIDENCE.

Return Costs

| Cost  | Description                  |
|-------|------------------------------|
| 58.16 | SHFF. HAWKINS PAID BY: ATTY. |
| 53.64 | SHFF. DEMKO PAID BY: ATTY.   |
| 10.00 | SURCHARGE PAID BY: ATTY.     |

Sworn to Before Me This

4th Day of April 2001

*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

No. 01-332-CD

Personally appeared before me, Paul J. Pape, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 28, 2001 at 1:20 o'clock P.M. served the Notice and Complaint upon PENNY L. MEHOLICK, Defendant, at her residence, 66 Roosevelt Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania by handing to Terry Fike, adult person with whom she resides, a true copy of the Notice and Complaint, and by making known to him the contents thereof.

|                         |               |
|-------------------------|---------------|
| Advance Costs Received: | \$125.00      |
| My Costs:               | \$ 51.64 Paid |
| Prothy:                 | \$ 2.00       |
| Total Costs:            | \$ 53.64      |
| Refunded:               | \$ 91.36      |

Sworn and subscribed

to before me this

30th

day of

MARCH

2001

By

Henry Sherman

**PROTHONOTARY  
CLERK OF COURTS**  
My Commission Expires  
1st Monday of January 2002.  
Jefferson County, PA

So Answers,

Paul J. Pape Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

COPY

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

CLEARFIELD BANK & TRUST  
COMPANY,  
Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CO

**NOTICE TO DEFEND**

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

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

I hereby certify this to be a true  
and attested copy of the original  
statement of the defendant.

MAR 07 2001

Attest

*William C. Brown*  
Prothonotary

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

|                         |   |     |
|-------------------------|---|-----|
| CLEARFIELD BANK & TRUST | : | No. |
| COMPANY,                | : |     |
| Plaintiff               | : |     |
|                         | : |     |
| vs.                     | : |     |
|                         | : |     |
| PENNY L. MEHOLICK,      | : |     |
| Defendant               | : |     |

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, , Clearfield County, Pennsylvania 16830.
2. The Defendant is Penny L. Meholic, with a property address of 15-1/2 East Second Avenue, Dubois, Pennsylvania 15801.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated October 22, 1999, in the principal amount of \$32,300.00, a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument No. 199917552.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Third Ward of the City of DuBois, Clearfield County, DuBois, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$32,300.00 as set forth in Promissory Note dated October 22, 1999. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The terms of the said Mortgage have been modified according to a Loan Modification Agreement dated October 22, 2000. A true and correct copy of the said Loan Modification Agreement is attached hereto marked Exhibit "D".

7. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due from November 6, 2000, and subsequent monthly installments due since.

8. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated January 10, 2001, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "E".

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

10. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.



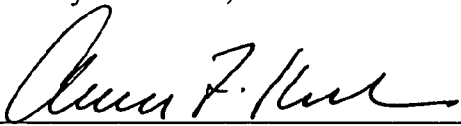
11. The amounts due and owing under the terms of the said Mortgage are as follows:

|                    |   |                     |
|--------------------|---|---------------------|
| (a)                | Principal Balance   | \$ 30,577.85        |
| (b)                | Interest per diem of 6.73214<br>from 10/06/00 until 2/27/01 | \$ 903.11           |
| (c)                | Late Charges  | \$ 44.16            |
| (d)                | Satisfaction Fee  | \$ 15.50            |
| (e)                | Attorney Collection Fee                                     | <u>\$ 3,057.79</u>  |
| <b>FINAL TOTAL</b> |   | <b>\$ 34,598.41</b> |

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$ 34,598.41 plus interest at 7.50%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated:



Alan F. Kirk  
Attorney for Plaintiff

D 162

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
199917552  
RECORDED ON  
OCT 22, 1999  
# 53:18 AM  
RECORDING FEES - \$23.00  
BOOKER  
LATE IMPROVEMENT \$1.00  
MORTGAGE FUND \$1.00  
PROPERTY TAX \$0.50  
TOTAL \$25.50

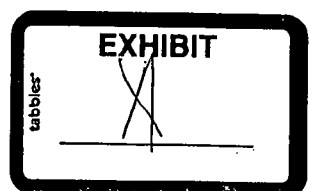
[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 22, 1999. The mortgagor is PENNY L. MEHOLICK, of 15 1/2 East Second Avenue, DuBois, PA 15801. ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST COMPANY, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830. ("Lender"). Borrower owes Lender the principal sum of Thirty Two Thousand Three Hundred and no/100ths Dollars (U.S. \$32,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

See Exhibit "A" .

which has the address of 15 1/2 East Second Avenue, DuBois, Pennsylvania 15801 ("Property Address");  
[Street] [City] [Zip Code]



ALL those two certain pieces or parcels of land situate in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point at the Southeast corner of Lot No. 631 in the John E. DuBois Plan of Lots; thence in a Northerly direction along the Easterly line of said Lot No. 631, a distance of 160 Feet to a point on the Southerly line of an Alley; thence in an Easterly direction along the Southerly line of said Alley, 37 Feet to a point; thence in a Southerly direction along the Westerly line of Lot of Blanche A. Weaver, which is the second parcel hereinafter described in this Deed, 105 Feet to a post; thence still along land of said Blanche A. Weaver, in a Westerly direction 21 Feet to a point; thence in a Southerly direction still along line of Lot of said Blanche A. Weaver, 55 Feet to a post on the North side of East Second Avenue; thence along the North side of East Second Avenue in a Westerly direction, 16 Feet to the place of beginning. Being known as part of Lot No. 632 in said Plan.

THE SECOND THEREOF: BEGINNING at a post on the North side of East Second Avenue, said post being 16 Feet Easterly from the Southeast corner of Lot No. 631; thence Easterly along line of East Second Avenue 44 Feet to line of Lot No. 633; thence Northerly along line of Lot No. 633, a distance of 160 Feet to an Alley; thence along said Alley in a Westerly direction, 23 Feet to line of Lot of H. C. Weaver and Genevieve Weaver, which is the First Parcel above described in this Deed; thence Southerly along said Lot, 105 Feet to a post; thence Westerly along line of Lot of H. C. Weaver and Genevieve Weaver, 21 Feet to a post; thence Southerly along line of Lot of H. C. Weaver and Genevieve Weaver, 55 Feet to a post and the place of beginning. Being known as part of Lot No. 632 in the John E. DuBois Plan of Lots to said City.

Exhibit "A"

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

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

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

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

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

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

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

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

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. 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.

*[Handwritten signature]*

**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  
☐ Other(s) [specify]

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider

- ☐ 1-4 Family Rider  
☒ Biweekly Payment Rider  
☐ Second Home Rider

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

Witnesses:

*Margaret J. Thompson*

*Penny L. Meholic*  
Penny L. Meholic

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 22nd day of October, 1999, before me, Margaret J. Thompson  
the undersigned officer, personally appeared Penny L. Meholic

known to me (or satisfactorily  
proved) to be the person whose name is subscribed to the within instrument and  
acknowledged that she executed the same for the purposes herein contained.

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

My Commission expires: 10/31/02

*Margaret J. Thompson*

Notarial Seal  
Margaret J. Thompson, Notary Public  
DuBois, Clearfield County  
My Commission Expires Oct. 31, 2002  
Member, Pennsylvania Association of Notaries

Notary Public

Title of Officer

IT IS HEREBY certified that the address of the mortgagee in the within mortgage is 11 North 2nd Street,  
P.O. Box 171, Clearfield, PA 16830-0171

By .....



**BIWEEKLY PAYMENT RIDER**  
(Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this 22nd day of October, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CLEARFIELD BANK & TRUST COMPANY,  
11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830  
..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
15 1/2 East Second Avenue, DuBois, PA 15801  
.....  
[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. BIWEEKLY PAYMENTS**

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on November 5, 1999. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at Clearfield Bank & Trust Company, 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830 or at a different place if required by the Note Holder.

**(B) Amount of Biweekly Payments**

My biweekly payment will be in the amount of U.S. \$ 159.45

**(C) Manner of Payment**

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

**4. TERM**

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on June 17, 2011. If, on July 1, 2011, [insert applicable 15-, 20-, or 30- year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. [omitted]

6. [omitted]

Form 3177 9/90



P R O A O

MULTISTATE BIWEEKLY PAYMENT RIDER (Fixed Rate)—Single Family—Fannie Mae UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form BWFR-3177 6/28/94

(page 1 of 2)

*PLM*

**7. 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 biweekly or monthly payment by the end of fifteen 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% 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 biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

**(C) Termination of Biweekly Payments**

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

**B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT**

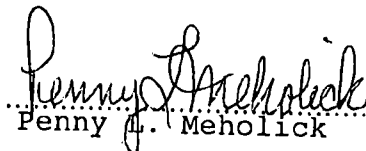
1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twelve" is changed to "twenty-six."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

  
Penny L. Meholic ..... (Seal)  
Borrower

..... (Seal)  
Borrower

ALL those two certain pieces or parcels of land situate in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point at the Southeast corner of Lot No. 631 in the John E. DuBois Plan of Lots; thence in a Northerly direction along the Easterly line of said Lot No. 631, a distance of 160 Feet to a point on the Southerly line of an Alley; thence in an Easterly direction along the Southerly line of said Alley, 37 Feet to a point; thence in a Southerly direction along the Westerly line of Lot of Blanche A. Weaver, which is the second parcel hereinafter described in this Deed, 105 Feet to a post; thence still along land of said Blanche A. Weaver, in a Westerly direction 21 Feet to a point; thence in a Southerly direction still along line of Lot of said Blanche A. Weaver, 55 Feet to a post on the North side of East Second Avenue; thence along the North side of East Second Avenue in a Westerly direction, 16 Feet to the place of beginning. Being known as part of Lot No. 632 in said Plan.

THE SECOND THEREOF: BEGINNING at a post on the North side of East Second Avenue, said post being 16 Feet Easterly from the Southeast corner of Lot No. 631; thence Easterly along line of East Second Avenue 44 Feet to line of Lot No. 633; thence Northerly along line of Lot No. 633, a distance of 160 Feet to an Alley; thence along said Alley in a Westerly direction, 23 Feet to line of Lot of H. C. Weaver and Genevieve Weaver, which is the First Parcel above described in this Deed; thence Southerly along said Lot, 105 Feet to a post; thence Westerly along line of Lot of H. C. Weaver and Genevieve Weaver, 21 Feet to a post; thence Southerly along line of Lot of H. C. Weaver and Genevieve Weaver, 55 Feet to a post and the place of beginning. Being known as part of Lot No. 632 in the John E. DuBois Plan of Lots to said City.

BEING the same premises conveyed to John D. Feiro, Jr. and Aldine L. Feiro, husband and wife, by Deed of H. C. Weaver, et al., dated the 9th day of November, 1971, as recorded in Deed Book Volume 583, at Page 386. The said John D. Feiro, Jr. did thereafter become deceased on the 17th day of September, 1995, whereby all of his right, title and interest divulged by operation unto his surviving spouse, Aldine L. Feiro. Aldine L. Feiro did thereafter become deceased on June 27, 1999, whereby in accordance with her Last Will and Testament duly admitted to probate in the Orphans' Court Division of the Court of Common Pleas of Clearfield County, PA, Penny L. Meholick and Susan D. Meholick were appointed Co-Executrices of her Estate, and were also the sole beneficiaries in accordance with her Last Will and Testament dated June 30, 1995.

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax Act that the within conveyance is exempt as being between parent and child, and sister and sister.

EXHIBIT

tabbles

B

**NOTE**  
**(Biweekly Payments - Fixed Rate)**

October 22, 1999

DuBois, PA  
(City) (State)

15 1/2 East Second Avenue, DuBois, PA 15801

(Property Address)

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 32,300.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CLEARFIELD BANK & TRUST COMPANY, 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on November 5, 1999. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at Clearfield Bank & Trust Company, 11 North 2nd Street, Clearfield, PA or at a different place if required by the Note Holder.

**(B) Amount of Biweekly Payments**

My biweekly payment will be in the amount of U.S. \$ 159.45.

**(C) Manner of Payment**

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

**4. TERM**

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on June 17, 2011. If, on July 1, 2011, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

**5. 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 biweekly or any monthly payment unless the Note Holder agrees in writing to those changes.

**6. 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 that 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.

**7. 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 biweekly or monthly payment by the end of fifteen 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 % 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 biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

EXHIBIT

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**(C) Termination of Biweekly Payments**

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

**(D) Notice of Default**

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

**(E) 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.

**(F) Payment of Note Holder's Cost 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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 the Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as the Note, protects the Note Holder from possible losses that might result if I do not keep the promises that 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

..... Penny L. Meholic (Seal)  
Penny L. Meholic -Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

[Sign Original Only]

CLEARFIELD BANK & TRUST COMPANY

DATE 10-7-2000

MORTGAGE ACCOUNT NUMBER 2082270

LOAN MODIFICATION AGREEMENT

WHEREAS, the CLEARFIELD BANK & TRUST COMPANY OF CLEARFIELD, PENNSYLVANIA, loaned PENNY L. MEHOLICK

the sum of THIRTY-TWO THOUSAND THREE HUNDRED AND 00/100 dollars (\$32,300.00), as evidenced by a bond or note and mortgage executed and delivered on 10-22-<sup>2000</sup>, which mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located, which bond or note and mortgage hereby incorporated herein as a part of this instrument, and

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the reason stated: LOWER MONTHLY PAYMENT

and said association has agreed to the terms of said loan modification as herein stated, a WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter:

THEREFORE, it is hereby agreed that, as of the date of the Agreement, the unpaid balance of said indebtedness is THIRTY THOUSAND FIVE HUNDRED SEVENTY SEVEN AND 85/100 dollars (\$ 30,577.85), all of which the undersigned promises to pay with interest at 7.50 per annum until paid, and the same shall be payable TWO HUNDRED NINETY FOUR AND 51/100 dollars (\$ 294.51) per month beginning on the 6TH day of NOVEMBER, 2000, to be applied first to interest, and balance to principal, plus a sum estimated to discharge tax and insurance obligations if applicable (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect. Signed, sealed and delivered this 17th day of October, 2000.

CLEARFIELD BANK & TRUST COMPANY  
Clearfield, Pennsylvania

by Pamela G. Wertz  
(Authorized Signature)

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

Penny L. Meholic

EXHIBIT

tabbies



Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171  
TELEPHONE (814) 765-7551 · TOLL FREE (888) 765-7551 · FAX (814) 765-2943  
[www.cbtfinancial.com](http://www.cbtfinancial.com)

## ACT 91 NOTICE

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

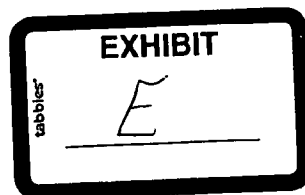
This Notice explains how the program works.

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

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

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

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



#### Full Service Branches:

**BRIDGE STREET**  
COR. N. 2ND & BRIDGE STS.  
CLEARFIELD, PA. 16830  
(814) 765-1645  
FAX (814) 765-2672

**GOLDENROD**  
1935 DAISY ST.  
CLEARFIELD, PA. 16830  
(814) 768-5200  
FAX (814) 768-5206

**CURWENSVILLE**  
407 WALNUT ST.  
CURWENSVILLE, PA. 16833  
(814) 236-2441  
FAX (814) 236-4650

**DuBOIS**  
91 BEAVER DRIVE  
DuBOIS, PA. 15801  
(814) 371-1400  
FAX (814) 371-2903

**PHILIPSBURG**  
IRVIN DRIVE EXTENSION  
PHILIPSBURG, PA. 16866  
(814) 342-5750  
FAX (814) 342-7321

|                          |                                 |
|--------------------------|---------------------------------|
| HOMEOWNER'S NAME(S):     | Penny L. Meholick               |
| MAILING ADDRESS:         | 66 Roosevelt St.                |
|                          | Sykesville, PA 15865-1318       |
| LOAN ACCT. NO.:          | 2082270                         |
| ORIGINAL LENDER:         | Clearfield Bank & Trust Company |
| CURRENT LENDER/SERVICER: | Clearfield Bank & Trust Company |
| DATE:                    | January 10, 2001                |

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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



**APPLICATION FOR MORTGAGE ASSISTANCE** --- Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at: 15 1/2 E 2nd Ave DuBois PA 15801

**IS SERIOUSLY IN DEFAULT because:**

**A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

November, December & January @ \$294.51 = \$883.53

Other charges (explain/itemize): Late Charges of \$29.44 + Escrow Charges of \$46.02

**TOTAL AMOUNT PAST DUE: \$958.99**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 958.99, 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:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

---

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and **prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set**

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 **months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

AFTER FIVE DAYS RETURN TO



CLEARFIELD, PA 16830

RETURN SERVICE  
REQUESTED

- ☒ Not Deliverable As Addressed  
☐ Unable To Forward  
☐ Insufficient Address  
☐ Moved, Left No Address  
☐ Unclassified  
☐ Attempted, Not Refused  
☐ No Such Street/No Known  
☐ Vacant  
☐ No Mail Receiptable  
☐ Box Closed-No Order  
☐ Returned For Better Address  
☐ Postage Due

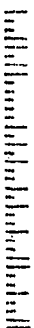
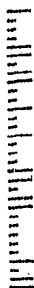


7000 0600 0021 3843 3357

PENNY L M...  
66...  
ST...  
PA 15865-1318

NOTE  
1st Notice 1-15  
2nd Notice 1-23  
Return 2-7

15865-1318



U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To: \_\_\_\_\_

Postage \$ \_\_\_\_\_

Certified Fee \$ \_\_\_\_\_

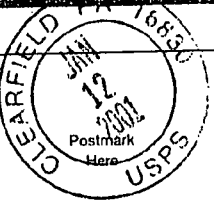
Return Receipt Fee (Indorsement Required) \$ \_\_\_\_\_

Restricted Delivery Fee (Indorsement Required) \$ \_\_\_\_\_

Total Postage & Fees \$ \_\_\_\_\_

Name (Please Print Clearly) (to be completed by mailer)  
Renny L Moholick  
Street, Apt. No., or PO Box No.  
66 Rosswell St.  
City, State, ZIP+4  
Sikeville PA 15865-1318

PS Form 3810, July 1999 See Reverse for Instructions



LAK

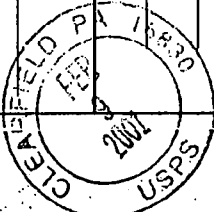
U.S. POSTAL SERVICE  
**CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From: \_\_\_\_\_

11 NORTH SECOND STREET  
P.O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

Renny L Moholick  
66 Rosswell St.  
Sikeville, PA 15865-1318



PS Form 3817, Mar. 1989

U.S. G.P.O.: 1992-329-823/69237

25EE 4HP 1200 0090 000L

2/07 - remail cert. of mailing

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

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

DATE: 3-5-01

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

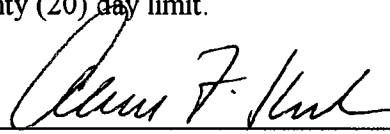
PENNY L. MEHOLICK,  
Defendant

: No. 01-332-CD  
:  
:  
: Type of Pleading: PRAECIPE  
: FOR ENTRY OF DEFAULT  
: JUDGMENT  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for Party:  
: Alan F. Kirk, Esquire  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

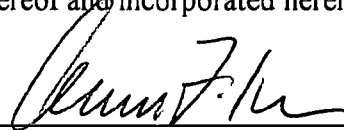
TO PROTHONOTARY:

Please enter Default Judgment in the amount of **THIRTY-FOUR THOUSAND FIVE HUNDRED NINETY-EIGHT AND 41/100 (\$34,598.41) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to Defendant on April 18, 2001, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notices are attached hereto, made a part hereof and incorporated herein by reference.



Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED**

MAY 03 2001

William A. Shaw  
Prothonotary

FILE COPY

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: 10 Day Notice

Filed on Behalf of: Plaintiff

Counsel of Record for Party:

Alan F. Kirk, Esquire

I.D. #36893

1375 Martin Street, Suite 204

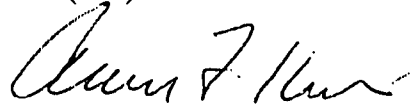
State College, PA 16803

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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:

Date: 4-18-01

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, PA 16830  
Telephone: (814) 765.2641



---

Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803



799 3400 3792 0603  
E090 262E ET00 004E 6602

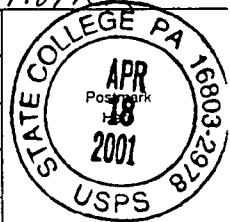
**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To: Penny L. Neholick

|   |                       |
|---|-----------------------|
| Postage   | \$ <u>.34</u>         |
| Certified Fee                                     | <u>1.90</u>           |
| Return Receipt Fee<br>(Endorsement Required)      | <u>1.50</u>           |
| Restricted Delivery Fee<br>(Endorsement Required) | <u>\$3.74</u>         |
| <b>Total Postage &amp; Fees</b>                   | <b>\$ <u>3.74</u></b> |

Name (Please Print Clearly) (to be completed by addressee)  
Penny L. Neholick  
Street, Apt. No., or PO Box No.  
46 Foxcroft St.  
City, State, ZIP+4  
SVKSVILLE, PA 15865

PS Form 3850, July 1999 See Reverse for Instructions



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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

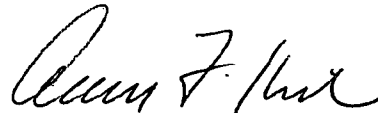
Filed on Behalf of: Plaintiff

Counsel of Record for Party:  
Alan F. Kirk, Esquire  
I.D. #36893  
1375 Martin Street, Suite 204  
State College, PA 16803

TO PROTHONOTARY:

Please Enter Judgment against the above-named Defendant pursuant to the enclosed  
Certificate of Judgment of Clearfield County Docket No. 01-332-CD in the principal amount of  
\$34,598.41 together with interest and costs of suit.

By:



Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803  
Telephone: 814.234.2048

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

COPY

Clearfield Bank & Trust  
Plaintiff(s)

No.: 2001-00332-CD

Real Debt: \$34,598.41

Atty's Comm:

Vs.

Costs: \$

Int. From:

Penny L. Meholick  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 3, 2001

Expires: May 3, 2006

Certified from the record this 3rd 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  
CIVIL DIVISION

COPY

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

:  
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:  
:  
:  
:  
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:  
:  
:

No. 01-332-CD

Filed on Behalf of: Plaintiff

Counsel of Record for Party:  
Alan F. Kirk, Esquire  
I.D. #36893  
1375 Martin Street, Suite 204  
State College, PA 16803

TO: PENNY L. MEHOLICK

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 34,598.41 on May 3, 2001.

, Prothonotary



FILED

MAY 03 2001

0131571a thkuk  
William A. Shaw  
Prothonotary

pd \$20.00

Notice to City.  
Statement to City.

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for Party:

Alan F. Kirk, Esquire

I.D. #36893

1375 Martin Street, Suite 204

State College, PA 16803

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Issue writ of execution in the above matter,

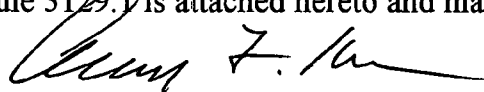
Amount due: **\$34,598.41**

Plus continuing interest on the principal balance from **November 6, 2000**,  
plus costs.

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

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

An Affidavit pursuant to Pa. R.C.P. Rule 3129.D is attached hereto and marked  
Exhibit "B".



Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED**

MAY 22 2001

William A. Shaw  
Prothonotary

FILED

MAY 22 2001

19:55

William A. Shaw

Prothonotary

at Kule

for \$20.00

Wurts Sherry

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

COPY

Clearfield Bank & Trust,

Vs.

NO.: 2001-00332-CD

Penny L. Meholick ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, , Plaintiff(s) from PENNY L. MEHOLICK , , Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$34,598.41

PAID: \$120.00

INTEREST: \$on principal balance from 11/6/00 plus costs

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 05/22/2001

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

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

Requesting Party: Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803

\_\_\_\_\_  
Sheriff



**EXHIBIT "A":**

ALL those two certain pieces or parcels of land situate in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point at the Southeast corner of Lot No. 631 in the John E. DuBois Plan of Lots; thence in a Northerly direction along the Easterly line of said Lot No. 631, a distance of 160 Feet to a point on the Southerly line of an Alley; thence in an Easterly direction along the Southerly line of said Alley, 37 Feet to a point; thence in a Southerly direction along the Westerly line of Lot of Blanche A. Weaver, which is the second parcel hereinafter described in this Deed, 105 Feet to a post; thence still along land of said Blanche A. Weaver, in a Westerly direction 21 Feet to a point; thence in a Southerly direction still along line of Lot of said Blanche A. Weaver, 55 Feet to a post on the North side of East Second Avenue; thence along the North side of East Second Avenue in a Westerly direction, 16 Feet to the place of beginning. Being known as part of Lot No. 632 in said Plan.

THE SECOND THEREOF: BEGINNING at a post on the North side of East Second Avenue, said post being 16 Feet Easterly from the Southeast corner of Lot No. 631; thence Easterly along line of East Second Avenue 44 Feet to line of Lot No. 633; thence Northerly along line of Lot No. 633, a distance of 160 Feet to an Alley; thence along said Alley in a Westerly direction, 23 Feet to line of Lot of H. C. Weaver and Genevieve Weaver, which is the First Parcel above described in this Deed; thence Southerly along said Lot, 105 Feet to a post; thence Westerly along line of Lot of H. C. Weaver and Genevieve Weaver, 21 Feet to a post; thence Southerly along line of Lot of H. C. Weaver and Genevieve Weaver, 55 Feet to a post and the place of beginning. Being known as part of Lot No. 632 in the John E. DuBois Plan of Lots to said City.

BEING the same premises conveyed to John D. Feiro, Jr. and Aldine L. Feiro, husband and wife, by Deed of H. C. Weaver, et al., dated the 9th day of November, 1971, as recorded in Deed Book Volume 583, at Page 386. The said John D. Feiro, Jr. did thereafter become deceased on the 17th day of September, 1995, whereby all of his right, title and interest divulged by operation unto his surviving spouse, Aldine L. Feiro. Aldine L. Feiro did thereafter become deceased on June 27, 1999, whereby in accordance with her Last Will and Testament duly admitted to probate in the Orphans' Court Division of the Court of Common Pleas of Clearfield County, PA, Penny L. Meholick and Susan D. Meholick were appointed Co-Executrices of her Estate, and were also the sole beneficiaries in accordance with her Last Will and Testament dated June 30, 1995.

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax Act that the within conveyance is exempt as being between parent and child, and sister and sister.

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

COPY

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for Party:

Alan F. Kirk, Esquire

I.D. #36893

1375 Martin Street, Suite 204

State College, PA 16803

WRIT OF EXECUTION  
NOTICE

**TO: PENNY L. MEHOLICK**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

**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.**

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

CLEARFIELD BANK & TRUST  
COMPANY,  
Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for Party:  
Alan F. Kirk, Esquire  
I.D. #36893  
1375 Martin Street, Suite 204  
State College, PA 16803

**CLAIM FOR EXEMPTION**

To the Sheriff:

We, the above named defendants,  
claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind):

\_\_\_\_\_  
(ii) Paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of  
exemption): \_\_\_\_\_  
\_\_\_\_\_;

(2) From my property which is in the possession of a third party, I claim the  
following exemptions:

(a) My \$300 statutory exemption: \_\_\_\_ in cash: \_\_\_\_ in kind (specify  
property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_;

(c) Other (specify amount and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing  
should be given to me at \_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct.  
I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

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

CLEARFIELD BANK & TRUST  
COMPANY,  
Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for Party:  
Alan F. Kirk, Esquire  
I.D. #36893  
1375 Martin Street, Suite 204  
State College, PA 16803

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Issue writ of execution in the above matter,

Amount due: \$34,598.41

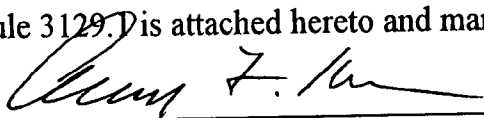
Plus continuing interest on the principal balance from November 6, 2000,  
plus costs.

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

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

An Affidavit pursuant to Pa. R.C.P. Rule 3129 is attached hereto and marked  
Exhibit "B".

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

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

MAY 22 2001

Attest.

  
Prothonotary

### EXHIBIT "A":

ALL those two certain pieces or parcels of land situate in the Third Ward of the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point at the Southeast corner of Lot No. 631 in the John E. DuBois Plan of Lots; thence in a Northerly direction along the Easterly line of said Lot No. 631, a distance of 160 Feet to a point on the Southerly line of an Alley; thence in an Easterly direction along the Southerly line of said Alley, 37 Feet to a point; thence in a Southerly direction along the Westerly line of Lot of Blanche A. Weaver, which is the second parcel hereinafter described in this Deed, 105 Feet to a post; thence still along land of said Blanche A. Weaver, in a Westerly direction 21 Feet to a point; thence in a Southerly direction still along line of Lot of said Blanche A. Weaver, 55 Feet to a post on the North side of East Second Avenue; thence along the North side of East Second Avenue in a Westerly direction, 16 Feet to the place of beginning. Being known as part of Lot No. 632 in said Plan.

THE SECOND THEREOF: BEGINNING at a post on the North side of East Second Avenue, said post being 16 Feet Easterly from the Southeast corner of Lot No. 631; thence Easterly along line of East Second Avenue 44 Feet to line of Lot No. 633; thence Northerly along line of Lot No. 633, a distance of 160 Feet to an Alley; thence along said Alley in a Westerly direction, 23 Feet to line of Lot of H. C. Weaver and Genevieve Weaver, which is the First Parcel above described in this Deed; thence Southerly along said Lot, 105 Feet to a post; thence Westerly along line of Lot of H. C. Weaver and Genevieve Weaver, 21 Feet to a post; thence Southerly along line of Lot of H. C. Weaver and Genevieve Weaver, 55 Feet to a post and the place of beginning. Being known as part of Lot No. 632 in the John E. DuBois Plan of Lots to said City.

BEING the same premises conveyed to John D. Feiro, Jr. and Aldine L. Feiro, husband and wife, by Deed of H. C. Weaver, et al., dated the 9th day of November, 1971, as recorded in Deed Book Volume 583, at Page 386. The said John D. Feiro, Jr. did thereafter become deceased on the 17th day of September, 1995, whereby all of his right, title and interest divulged by operation unto his surviving spouse, Aldine L. Feiro. Aldine L. Feiro did thereafter become deceased on June 27, 1999, whereby in accordance with her Last Will and Testament duly admitted to probate in the Orphans' Court Division of the Court of Common Pleas of Clearfield County, PA, Penny L. Meholick and Susan D. Meholick were appointed Co-Executrices of her Estate, and were also the sole beneficiaries in accordance with her Last Will and Testament dated June 30, 1995.

It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax Act that the within conveyance is exempt as being between parent and child, and sister and sister.

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the DuBois, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owner of the property are as follows:

**Penny L. Meholick  
66 Roosevelt Street  
Sykesville, PA 15865**

2. The name and address of the Defendants in judgment is as follows:

**Penny L. Meholick  
66 Roosevelt Street  
Sykesville, PA 15865**

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

4. Name and address of the last recorded holder of every mortgage of record:

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

5. Name and address of every other person who has any record lien on the property:

**None**



6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:


**Clearfield County Tax Claim Bureau  
Clearfield, PA 16830**

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**None**

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_



Alan F. Kirk, Esq.  
Attorney for Plaintiff

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for Party:

Alan F. Kirk, Esquire

I.D. #36893

1375 Martin Street, Suite 204

State College, PA 16803

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA on \_\_\_\_\_, 2001 at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

No. 01-332-CD

Type of Pleading: Praecipe

Filed on Behalf of: Plaintiff

Counsel of Record for Party:

Alan F. Kirk, Esquire

I.D. #36893

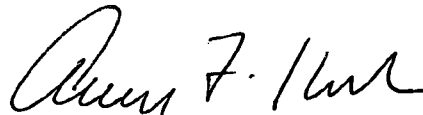
1375 Martin Street, Suite 204

State College, PA 16803

**PRAECIPE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please delete from Exhibit "A" attached to the Writ of Execution, Parcel "The  
Second Thereof", and proceed with the Sheriff Sale only on Parcel "The First Thereof".



Alan F. Kirk, Esquire  
Attorney for Plaintiff

Dated: 7/11/01

**FILED**

JUL 13 2001

William A. Shaw  
Prothonotary

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

Clearfield Bank & Trust,

Vs.

NO.: 2001-00332-CD

Penny L. Meholick ,

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To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, , Plaintiff(s) from PENNY L. MEHOLICK , , Defendant(s):

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See Attached Exhibit "A"
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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AMOUNT DUE: \$34,598.41

INTEREST: \$on principal balance from 11/6/00 plus costs

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 12:05 A.M./P.M.

Sheriff

Chester A. Hunkley  
by Margaret W. Dutt

Requesting Party: Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803

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It is hereby certified in compliance with the Pennsylvania Realty Transfer Tax Act that the within conveyance is exempt as being between parent and child, and sister and sister.

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

Sheriff Docket # 11047

CLEARFIELD BANK AND TRUST

01-332-CD

VS.

MEHOLICK, PENNY L.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JUNE 6, 2001, AT 6:33 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

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

NOW, JUNE 11, 2001, SHERIFF THOMAS A. DEMKO OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PENNY L. MEHOLICK, DEFENDANT.

NOW, JULY 2, 2001, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PENNY L. MEHOLICK, DEFENDANT, BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, JULY 13, 2001, RECEIVED PRAECIPE TO DELETE FROM EXHIBIT "A" ATTACHED TO THE WRIT OF EXECUTION, PARCEL "THE SECOND THEREOF" AND PROCEED WITH SHERIFF SALE ON PARCEL "THE FIRST THEREOF".

NOW, JULY 30, 2001, RECEIVED FAX FROM LORI KURTZ OF CLEARFIELD BANK AND TRUST COMPANY, PLAINTIFF, THAT DEFENDANT HAS FILED CHAPTER SEVEN BANKRUPTCY.

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

Sheriff Docket # 11047

CLEARFIELD BANK AND TRUST

01-332-CD

VS.

MEHOLICK, PENNY L.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 1, 2002, PER A PHONE CALL WITH LORI KURTZ OF  
CLEARFIELD BANK AND TRUST COMPANY, RETURN WRIT TO  
PROTHONOTARY.

NOW, FEBRUARY 4, 2002, SENT A BILL TO ALAN KIRK, ATTORNEY FOR  
CLEARFIELD BANK AND TRUST COMPANY.

NOW, FEBRUARY 21, 2002, RECEIVED PLAINTIFF CHECK #40644 IN THE AMOUNT  
OF THREE HUNDRED NINE DOLLARS AND EIGHTY-EIGHT CENTS (309.88) FOR  
COSTS DUE.

NOW, FEBRUARY 22, 2002, RETURN WRIT AS NO SALE HELD, AS DEFENDANT  
FILED BANKRUPTCY. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING  
REMAINING COSTS.

SHERIFF HAWKINS    \$207.84

SURCHARGE            \$ 20.00

PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11047

CLEARFIELD BANK AND TRUST

01-332-CD

VS.

MEHOLICK, PENNY L.

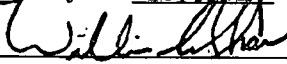
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

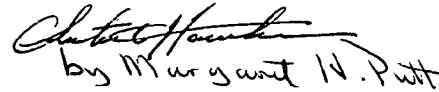
Sworn to Before Me This

So Answers,

22nd Day Of February 2002



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

  
by Margaret N. Pitt

Chester A. Hawkins  
Sheriff

FILED

FEB 22 2002

01385 pm  
William A. Shaw  
Prothonotary







Sheriff's Office  
Clearfield County

CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY

NO. 01-332-CD

VS

ACTION: WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY

PENNY L. MEHOLICK

SERVE BY: JUNE 29, 2001

OR

HEARING DATE:

\*\*\*\*\*

SERVE: PENNY L. MEHOLICK

ADDRESS: 66 ROOSEVELT STREET  
SYKESVILLE, PA 15865

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of JEFFERSON County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 11th day of JUNE 2001.

Respectfully,

*Chester A. Hawkins*  
by *Margaret W. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

No. 01-332-CD

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on July 2, 2001 at 3:16 o'clock P.M. served the Writ of Execution, Notice of Sale and Copy of the Levy upon PENNY L. MEHOLICK, Defendant, at her residence, 69 Roosevelt Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to Terry Fike, a friend and person in charge at time of service, a true and attested copy of the Writ, Notice and Levy and by making known to him the contents thereof.

|                         |               |
|-------------------------|---------------|
| Advance Costs Received: | \$125.00      |
| My Costs:               | \$ 72.56 Paid |
| Prothy:                 | \$ 2.00       |
| Total Costs:            | \$ 74.56      |
| Refunded:               | \$ 50.44      |

Sworn and subscribed

to before me this

3rd

day of

July 2, 2001

By

**PROTHONOTARY  
CLERK OF COURTS**

My Commission Expires  
1st Monday of January 2002.  
Jefferson County, PA

So Answers,

Carl J. Gotwald, Sr. Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

CCNY

SHERIFF OF JEFFERSON COUNTY  
THOMAS A. DEMKO, SHERIFF  
COURTHOUSE  
BROOKVILLE, PA 15825

8981

60-416/313

DATE July 3, 2001

PAY  
TO THE  
ORDER OF Alan F. Kirk

\$50.44

Fifty-Dollars

44/100

DOLLARS

Security features  
included.  
Check on back.

BROOKVILLE OFFICE 03  
**db DEPOSIT BANK**  
BROOKVILLE, PA 15825  
a division of **FIRST COMMONWEALTH BANK**  
Member FDIC

VOID AFTER 90 DAYS

*Thomas A. Demko*  
*Alan F. Kirk*

FOR Refund Advance Less Costs No. 01-332-CD Clearfield  
Bank Vs. Meholick

⑈008981⑈ ⑆031304160⑆ 0309116165⑈

COPY



Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551  
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

## FAX TRANSMISSION

Date: 7/30/01

Please Deliver the Following Pages to:

Name: LadyFirm: Sheriff's DeptFax Number: 765-5915From: JoniFax Number: (814)765-1443RE: Meholick Sheriff Sale

Comments:

Chap 7 Bankruptcy**COPY**

There are \_\_\_\_\_ pages being transmitted (including cover page)

**IF YOU DO NOT RECEIVE THE TOTAL NUMBER OF PAGES  
INDICATED ABOVE, PLEASE CALL (814)765-7551****Full Service Branches:****BRIDGE STREET**  
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407 WALNUT ST.  
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DuBOIS, PA. 15801  
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FAX (814) 371-2903**PHILIPSBURG**  
IRVIN DRIVE EXTENSION  
PHILIPSBURG, PA. 16866  
(814) 342-5750  
FAX (814) 342-7321

FORM B9A (Chapter 7 Individual or Joint Debtor No Asset Case)(9/97)

Case Number 01-27658-bm

## UNITED STATES BANKRUPTCY COURT

Western District of Pennsylvania (Pittsburgh)

## Notice of Chapter 7 Bankruptcy Case Meeting of Creditors, &amp; Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 7/24/01.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):

Penny L. Meholic

66 Roosevelt Street  
Sykesville, PA 15865Case Number:  
01-27658-bmSocial Security/Taxpayer ID Nos.:  
195-42-8989

Attorney for Debtor(s) (name and address):

Earle D. Lees, Jr.  
109 North Brady Street  
P.O. Box 685  
DuBois, PA 15801

Telephone number: 814-375-9310

Bankruptcy Trustee (name and address):

Lisa M. Swope  
219 South Center St.  
Law Building  
P.O. Box 270  
Ebensburg, PA 15931  
Telephone number:

## Meeting of Creditors

Date: 09/10/01

Time: 2:00 pm

Location: Basement New Addition, Comm Mtg Rm, Blair County Courthouse, 423 Allegheny Street, Hollidaysburg, PA 16648

## Deadlines

Papers must be received by the bankruptcy clerk's office by the following deadlines:

**Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts:**  
11/09/01**Deadline to Object to Exemptions:**  
Thirty (30) days after the conclusion of the meeting of creditors.

## Creditors May Not Take Certain Actions

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Please Do Not File A Proof of Claim Unless You Receive a Notice To Do So.

Address of the Bankruptcy Clerk's Office:

5414 USX Tower  
600 Grant Street  
Pittsburgh, PA 15219

Telephone number: (412) 644-2700

Hours Open:

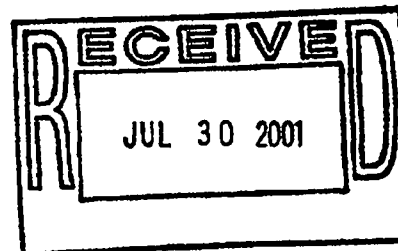
9:00am-4:30pm Mon-Fri

Clerk of the Bankruptcy Court:  
Theodore S. Hopkins

Date:

07/25/01

COPY



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                    |           | 9.88             |
| LEVY                       |           | 15.00            |
| MILEAGE                    |           | 9.88             |
| POSTING                    |           | 15.00            |
| CSDS                       |           | 10.00            |
| COMMISSION 2%              |           |                  |
| POSTAGE                    |           | 4.08             |
| HANDBILLS                  |           | 15.00            |
| DISTRIBUTION               |           | 25.00            |
| ADVERTISING                |           | 15.00            |
| ADD'L SERVICE              |           |                  |
| DEED                       |           | <del>30.00</del> |
| ADD'L POSTING              |           | 15.00            |
| ADD'L MILEAGE              |           |                  |
| ADD'L LEVY                 |           | 15.00            |
| BID AMOUNT                 |           |                  |
| RETURNS/DEPUTIZE           |           |                  |
| COPIES                     |           | 10.00            |
| BILLING - PHONE - FAX      |           | 10.00            |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$</b> | <b>207.84</b>    |

## DEED COSTS:

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

**TOTAL DEED COSTS** \$

## DEBT & INTEREST:

|  |              |
|--|--------------|
| DEBT-AMOUNT DUE                            | \$ 34,598.41 |
| INTEREST ON PRINCIPAL BALANCE FROM 11-6-00 |              |
| PLUS COSTS                                 | TO BE ADDED  |

**TOTAL DEBT & INTEREST** \$ 34,598.41

## COSTS:

|                           |    |        |
|---------------------------|----|--------|
| ATTORNEY FEES             | \$ |        |
| PROTH. SATISFACTION       |    |        |
| ADVERTISING               |    | 743.04 |
| LATE CHARGES & FEES       |    |        |
| TAXES-Collector           |    |        |
| TAXES-Tax Claim           |    |        |
| COSTS OF SUIT-To Be Added |    |        |
| LIST OF LIENS             |    |        |
| MORTGAGE SEARCH           |    | 140.00 |
| ACKNOWLEDGEMENT           |    |        |
| DEED COSTS                |    |        |
| ATTORNEY COMMISSION       |    |        |
| SHERIFF COSTS             | \$ | 207.84 |
| LEGAL JOURNAL AD          |    | 99.00  |
| REFUND OF ADVANCE         |    |        |
| REFUND OF SURCHARGE       |    |        |
| PROTHONOTARY              | \$ | 120.00 |

**TOTAL COSTS** \$ 1,309.88

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

Chester A. Hawkins, Sheriff

FACE OF THIS CHECK HAS A BLUE COLORED BACKGROUND PATTERN • PRINTED ON CHEMICAL REACTIVE SECURITY PAPER WITH FLUORESCENT FIBERS



Main Office  
P.O. Box 171  
Clearfield, PA 16830

# EXPENSE CHECK

60-629  
313

40644

DATE

2/20/02

ACCOUNT NUMBER

P  
AY  
TO  
THE  
ORDER OF

Three hundred nine & 88/100 dollars

AMOUNT

\$309.88

SHERIFF OF CLEARFIELD COUNTY  
MARKET STREET  
CLEARFIELD PA 16830

*Richard W. Ogden*  
AUTHORIZED SIGNATURE

ORIGINAL CHECK HAS MICRO PRINTING IN THE SIGNATURE LINE • MICR LINE AND RED CHECK NUMBER IMAGE THROUGH TO REVERSE SIDE

⑈040644⑈ ⑆031306294⑆ 1 9 00000 1⑈

EX-11047

Clearfield Bank & Trust Company  
Expense Check

LEDGER COPY

40644

2/20/02

SHERIFF OF CLEARFIELD COUNTY

INVOICE NO.

INVOICE DATE

AMOUNT PAID

02/04/2002

2/04/02

309.88

309.88

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

CLEARFIELD BANK & TRUST  
COMPANY,  
Plaintiff

vs.

PENNY L. MEHOLICK,  
Defendant

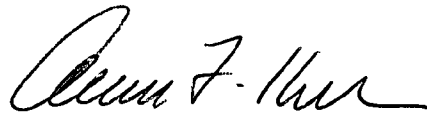
: No. 01-332-CD  
:  
:  
:  
:  
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:  
:

**PRAECIPE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the above-captioned case settled, discontinued, and satisfied.

Date: July 1, 2002



Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED**

JUL 03 2002

William A. Shaw  
Prothonotary



FILED No CC

311-46-831  
JUL 03 2002

William A. Shaw  
Prothonotary



copy of Disc.  
to CIA, 2 issued to Atty Kirk

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Clearfield Bank & Trust Company

Vs.

No. 2001-00332-CD

Penny L. Meholick

**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 July 3, 2002, marked:

Settled, Discontinued and Satisfied

Record costs in the sum of \$476.64 have been paid in full by Alan F. Kirk, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of July A.D. 2002.

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William A. Shaw, Prothonotary