

01-367-CD  
CLEARFIELD BANK & TRUST COMPANY - vs - PARTI E. BARRETT et ux

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

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-CJ  
Plaintiff : Type of Pleading: Complaint  
v. : Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : Counsel of Record for Party:  
: ALAN F. KIRK, ESQUIRE  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814)234.2048

**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.

**FILED**

MAR 13 2001

William A. Shaw  
Prothonotary

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 COMPANY	:	No.
Plaintiff	:	
v.	:	Type of Pleading: Complaint
	:	Filed on Behalf of: Plaintiff
PATTI E. BARRETT and BRUCE BARRETT, husband and wife,	:	
Defendants	:	Counsel of Record for Party: ALAN F. KIRK, ESQUIRE I.D. #36893
	:	1375 Martin Street, Suite 204 State College, PA 16803 (814)234.2048

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 Defendants are **PATTI E. BARRETT** and **BRUCE B. BARRETT**, with a property address of 404 Center Street, Curwensville, PA 16833. Patti E. Barrett has a current mailing address of P.O. Box 182, Curwensville, PA 16833. Bruce B. Barrett has a current mailing address of RR3, Box 236A, Curwensville, PA 16833.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 21, 1998, in the principal amount of \$19,500.00, a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded in Clearfield County Volume 1969, Page 575.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Second Ward of the Borough of Curwensville, Clearfield County, 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 \$19,500.00 as set forth in Promissory Note dated September 21, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due November 21, 2001, and subsequent monthly installments due since.

7. 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 February 1, 2001, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. 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.

9. 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.

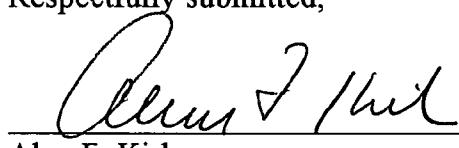
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 18,827.31
(b)	Interest per diem of 5.70571 from 10/21/00 until 3/6/01	\$ 715.67
(c)	Late Charges	\$ 19.14
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 1,882.73</u>
<b>FINAL TOTAL</b>		<b>\$ 21,460.35</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$21,460.35 plus interest at 10.25 %, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated: 3-17-01

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

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

VOL 1969 PAGE 575



*Karen J. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD CO.  
ENTERED OF RECORD  
TIME 2:47 PM 9-21-98  
BY *Karen L. Starck*  
FEES *5.50*  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 21,  
19 98. The mortgagor is PATTI E. LEE,  
("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under  
the laws of the Commonwealth of Pennsylvania, and whose address is 11 N. Second Street, P.O. Box 171, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal  
sum of Nineteen Thousand, Five Hundred and 00/100 Dollars  
(U.S. \$ 19,500.00). 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 September 21, 2018.  
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 LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which has the address of 404 Center Street, Curwensville,  
[Street] [City]

Pennsylvania 16833 ("Property Address");  
[Zip Code]

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:

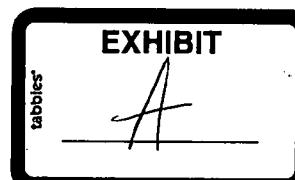
1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and  
interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)



LEGAL DESCRIPTION - EXHIBIT 'A'

*ALL* that certain piece, parcel or tract of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, and being bounded and described as follows:

*BEGINNING* at an iron pin at the southwestern intersection of Muller and Center Streets and being the northeasterly corner of the premises conveyed by John Daub and Alice Daub, his wife, to Crate Rowles and Hazel L. Rowles, his wife, by deed dated the 7th day of September 1948 and recorded in Deed Book 392 at Page 500; thence in a westerly direction along Center Street fifty-eight (58) feet to an iron pin at the line of Joseph Hipps; thence in a southerly direction along the line of Joseph Hipps, ninety (90) feet to an iron pin; thence in an easterly direction fifty-eight (58) feet to an iron pin on Muller Street; thence along Muller Street in a northerly direction ninety (90) feet to the place of beginning.

*BEING* the same premises as were conveyed to Patti E. Lee, an individual, by Deed of Charles D. Williams and Penny J. Williams, husband and wife, dated May 5, 1989 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1280, Page 492.

**Environmental Hazards.**

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

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 alternative mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

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:

*Patti E. Lee* ..... (Seal)  
PATTI E. LEE ..... —Borrower

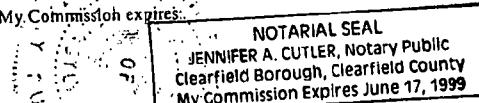
..... (Seal)  
..... —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA. **CLEARFIELD** County ss:  
On this, the 21st day of September, 1998, before me, a Notary Public  
the undersigned officer, personally appeared Patti E. Lee, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) 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:



I hereby certify that the precise address of the within Mortgagee (Lender) is

*Jennifer A. Cutler*  
Notary Public  
Title of Officer  
11 N. Second St., P.O. Box 171, Clearfield, PA 16830  
Title of Officer  
R. Denning Gearhart, Esq.

ALL that certain piece, parcel or tract of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, and being bounded and described as follows:

BEGINNING at an iron pin at the Southwestern intersection of Muller and Center Streets and being the Northeasterly corner of the premises conveyed by John Daub and Alice Daub, his wife, to Grace Rowles and Hazel L. Rowles, his wife, by deed dated the 7th day of September 1948 and recorded in Deed Book 392 at Page 500; thence in a Westerly direction along Center Street, fifty-eight (58) feet to an iron pin at the line of Joseph Hipp; thence in a Southerly direction along the line of Joseph Hipp, ninety (90) feet to an iron pin; thence in an Easterly direction, fifty-eight (58) feet to an iron pin on Muller Street; thence along Muller Street in a Northerly direction, ninety (90) feet to the place of beginning.

BEING the same premises as were conveyed to the Grantors herein by deed of Arnold Rowles and Edith M. Rowles, husband and wife, dated September 7, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 914, Page 05.

EXHIBIT

tables

B

# NOTE

080766

US \$ 19,500.00

September 21, 1998

Clearfield, Pennsylvania  
City

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay \_\_\_\_\_

**CLEARFIELD BANK & TRUST COMPANY** Clearfield, Pennsylvania 16830

, or order, the principal sum of

Nineteen Thousand Five Hundred and 00/100 Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 10.25 percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of One Hundred Ninety-one and 42/100 Dollars (US \$

191.42 ), on the 21st day of each month beginning

October, 19 98. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

September 21, 2018

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 5 percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated September 21, 1998, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

404 Center Street

Curwensville, PA 16833

Property Address

PENNSYLVANIA - 1 to 4 Family-6/79-FNMA/FHLMC Uniform Instrument

Patti C. Lee  
PATTI E. LEE

Bruce B. Barrett  
BRUCE B. BARRETT

(Execute Original Only)

**EXHIBIT**

tabbles:

C



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)

Member FDIC

## 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.

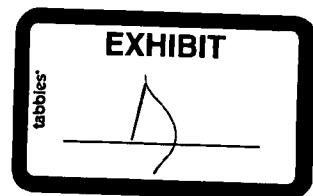
This Notice explains how the program works.

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 INMEDIATEMENTE 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):	Patti E. Barrett Bruce B. Barrett
MAILING ADDRESS:	P.O. Box 182 Curwensville, PA 16833-0182
LOAN ACCT. NO.:	2080766
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	February 01, 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: 404 Center St. Curwensville PA

---

**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 @ \$191.42 = \$574.26

Other charges (explain/itemize): Late Charges of \$9.57 + Escrow Charges of \$146.25

**TOTAL AMOUNT PAST DUE: \$730.08**

---

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 \$ 730.08, 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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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:**

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

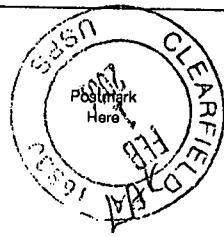
Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

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

**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	\$



Name (Please Print Clearly) (to be completed by mailer)

Barrett

Street, Apt. No., or PO Box No.

Box 180

City, State, ZIP+4

Curwensville Pa 16833-0180

PS Form 3800, July 1999

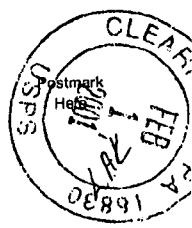
See Reverse for Instructions

**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	\$



Name (Please Print Clearly) (to be completed by mailer)

Barrett

Street, Apt. No., or PO Box No.

Box 180

City, State, ZIP+4

Curwensville, Pa 16833-0180

PS Form 3800, July 1999

See Reverse for Instructions

**CERTIFIED MAIL**



7000 0600 0021 3843 3197

RETURN SERVICE  
REQUESTED

REASON CHECKED  
Unclaimed  
Unknown  
Insufficient postage  
Moved, Left no address  
Forwarding Order  
Forwarded

RETURNED TO WRITER

AFTER FIVE DAYS RETURN TO

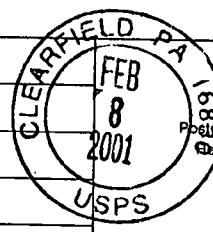


CLEARFIELD, PA 16830

Is your RETURN ADDRESS completed on the reverse side?	<b>SENDER:</b>	I also wish to receive the following services (for an extra fee):	
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Complete Items 1 and/or 2 for additional services.</li> <li><input type="checkbox"/> Complete Items 3, 4a, and 4b.</li> <li><input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you.</li> <li><input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit.</li> <li><input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number.</li> <li><input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.</li> </ul>	<input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to:	4a. Article Number		
Ratt. E Barrett PO Box 182 Curwensville Pa 16838-0182  Sharon Bloom	7000 0600 0021 38433003		
5. Received By: (Print Name)	4b. Service Type		
Sharon Bloom	<input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD		
6. Signature: (Addressee or Agent)	7. Date of Delivery		
X	 2001		
8. Addressee's Address (Only if requested and fee is paid)			
LAK			

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

<b>U.S. Postal Service CERTIFIED MAIL RECEIPT</b> <small>(Domestic Mail Only; No Insurance Coverage Provided)</small>	
Article Sent To:	
8993	3094
8994	3095
8995	3096
8996	3097
8997	3098
8998	3099
8999	3100
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) Bruce B. Barrett Street, Apt. No. or PO Box No. 404 Center St Curwensville Pa 16833  City, State, ZIP+4	
PS Form 3800, July 1999	
See Reverse for Instructions	

Is your RETURN ADDRESS completed on the reverse side?	<b>SENDER:</b>	I also wish to receive the following services (for an extra fee):	
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Complete Items 1 and/or 2 for additional services.</li> <li><input type="checkbox"/> Complete Items 3, 4a, and 4b.</li> <li><input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you.</li> <li><input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit.</li> <li><input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number.</li> <li><input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.</li> </ul>	<input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to:	4a. Article Number		
Bruce B. Barrett 404 Center St Curwensville Pa 16833  Bruce B. Barrett	7000 0600 0021 38433098		
5. Received By: (Print Name)	4b. Service Type		
Bruce B. Barrett	<input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD		
6. Signature: (Addressee or Agent)	7. Date of Delivery		
X	LAK		
8. Addressee's Address (Only if requested and fee is paid)			

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

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

CLEARFIELD BANK & TRUST COMPANY : No.  
Plaintiff :  
v. : Type of Pleading: Complaint  
: Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : Counsel of Record for Party:  
: ALAN F. KIRK, ESQUIRE  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814)234.2048

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: 3-18-01

FILED ~~11/18/2011~~  
Atty pd.  
80.00  
3cc Atty Kirk  
MARCH 13 2011  
B65  
On William A. Shaw  
Prothonotary

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

Sheriff Docket # 10787

**CLEARFIELD BANK & TRUST COMPANY**

**01-367-CD**

**VS.**

**BARRETT, PATTI E. and BRUCE**

**COMPLAINT**

**SHERIFF RETURNS**

---

**NOW MARCH 19, 2001 AT 6:36 PM EST SERVED THE WITHIN COMPLAINT ON  
BRUCE BARRETT, DEFENDANT AT RESIDENCE, RR# 3, BOX 236A, CURWENSVILLE,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEFF LEE, STEP-SON, A  
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO  
HIM THE CONTENTS THEREOF.**

**SERVED BY: SNYDER**

**NOW MARCH 20, 2001 AT 8:35 AM EST SERVED THE WITHIN COMPLAINT ON  
PATTI E. BARRETT, DEFENDANT AT SHERIFF'S OFFICE, COURTHOUSE,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PATTI E.  
BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOW TO HER THE CONTENTS THEREOF.**

**SERVED BY: SHULTZ**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
34.70	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
20.00	<b>SURCHARGE PAID BY: ATTY.</b>

**FILED**

**MAR 21 2001  
01/315100  
William A. Shaw  
Prothonotary *REB***

**Sworn to Before Me This**

21<sup>st</sup> Day Of March 2001  
*CB*

**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**

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

COPY

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-C  
Plaintiff : Type of Pleading: Complaint  
v. : Filed on Behalf of: Plaintiff  
PATTIE BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : Counsel of Record for Party:  
: ALAN F. KIRK, ESQUIRE  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814)234.2048

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

MAR 13 2001.

Attest: *William L. Lollar*  
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 COMPANY : No.  
Plaintiff :  
: Type of Pleading: Complaint  
v. :  
: Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : Counsel of Record for Party:  
: ALAN F. KIRK, ESQUIRE  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814)234.2048

**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 Defendants are **PATTI E. BARRETT** and **BRUCE B. BARRETT**, with a property address of 404 Center Street, Curwensville, PA 16833. Patti E. Barrett has a current mailing address of P.O. Box 182, Curwensville, PA 16833. Bruce B. Barrett has a current mailing address of RR3, Box 236A, Curwensville, PA 16833.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 21, 1998, in the principal amount of \$19,500.00, a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded in Clearfield County Volume 1969, Page 575.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Second Ward of the Borough of Curwensville, Clearfield County, 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 \$19,500.00 as set forth in Promissory Note dated September 21, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due November 21, 2001, and subsequent monthly installments due since.

7. 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 February 1, 2001, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. 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.

9. 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.

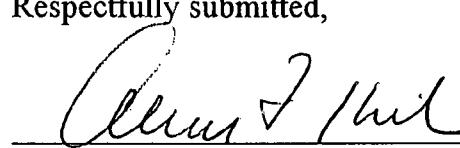
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 18,827.31
(b)	Interest per diem of 5.70571 from 10/21/00 until 3/6/01	\$ 715.67
(c)	Late Charges	\$ 19.14
(d)	Satisfaction Fee	\$ 15.50
(e)	Attorney Collection Fee	<u>\$ 1,882.73</u>
<b>FINAL TOTAL</b>		<b>\$ 21,460.35</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$21,460.35** plus interest at 10.25 %, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated: 3-19-01

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

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

VOL 1969 PAGE 575



*Karen J. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:47 PM 9-21-98  
BY *Karen L. Starck*  
FEES *15.50*  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 21, 1998. The mortgagor is PATTI E. LEE.

("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is 11 N. Second Street, P.O. Box 171, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Nineteen Thousand Five Hundred and 00/100 Dollars (U.S. \$ 19,500.00). 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 September 21, 2018. 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 LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which has the address of 404 Center Street, Curwensville,  
[Street] [City]

Pennsylvania 16833 ("Property Address");  
[Zip Code]

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

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

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

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

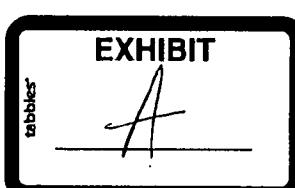
1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)



## Environmental Hazards.

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

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:

*Patti E. Lee*

(Seal)

—Borrower

(Seal)

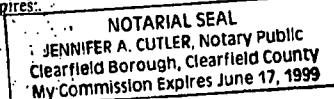
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, **CLEARFIELD** County ss:  
On this, the 21st day of September, 19 98, before me, a Notary Public  
the undersigned officer, personally appeared Patti E. Lee, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) 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:



I hereby certify that the precise address of the within Mortgagor (Lender) is

*Jennifer A. Cutler*  
Notary Public  
Title of Officer  
11 N. Second St., P.O. Box 171, Clearfield, PA 16830  
Title of Officer  
R. Denning Gearhart, Esq.

Form 3039 (9/90) (page 4 of 4 pages)

Entered of Record 9-21-1998, 2:47pm Karen L. Starck, WY

ALL that certain piece, parcel or tract of land situated in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, and being bounded and described as follows:

BEGINNING at an iron pin at the Southwestern intersection of Muller and Center Streets and being the Northeasterly corner of the premises conveyed by John Daub and Alice Daub, his wife, to Grace Rowles and Hazel L. Rowles, his wife, by deed dated the 7th day of September 1948 and recorded in Deed Book 392 at Page 500; thence in a Westerly direction along Center Street, fifty-eight (58) feet to an iron pin at the line of Joseph Hipps; thence in a Southerly direction along the line of Joseph Hipps, ninety (90) feet to an iron pin; thence in an Easterly direction, fifty-eight (58) feet to an iron pin on Muller Street; thence along Muller Street in a Northerly direction, ninety (90) feet to the place of beginning.

BELNG the same premises as were conveyed to the Grantors herein by deed of Arnold Rowles and Edith M. Rowles, husband and wife, dated September 7, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 914, Page 05.

EXHIBIT

B

# NOTE

080766

US \$ 19,500.00

September 21, 1998

Clearfield, Pennsylvania  
City

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay \_\_\_\_\_

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830, or order, the principal sum of

Nineteen Thousand Five Hundred and 00/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 10.25 percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of One Hundred Ninety-one and 42/100----- Dollars (US \$

191.42 ), on the 21st day of each month beginning

October, 19 98. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

September 21, 2018

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 5 percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated September 21, 1998, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Patti E. Lee  
PATTI E. LEE

Bruce B. Barrett  
BRUCE B. BARRETT

404 Center Street

Curwensville, PA 16833

Property Address

PENNSYLVANIA - 1 to 4 Family-6/79-FNMA/FHLMC Uniform Instrument

(Execute Original Only)

EXHIBIT

tabbed

C



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)

Established 1902

Member FDIC

## 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.

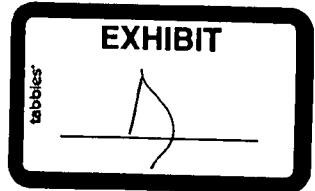
This Notice explains how the program works.

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):	Patti E. Barrett Bruce B. Barrett
MAILING ADDRESS:	P.O. Box 182 Curwensville, PA 16833-0182
LOAN ACCT. NO.:	2080766
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	February 01, 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: 404 Center St. Curwensville PA

---

**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 @ \$191.42 = \$574.26

Other charges (explain/itemize): Late Charges of \$9.57 + Escrow Charges of \$146.25

**TOTAL AMOUNT PAST DUE: \$730.08**

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 \$730.08, 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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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

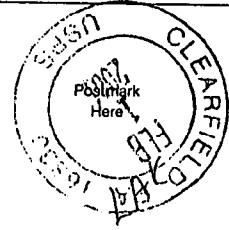
Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

**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	\$



Name (Please Print Clearly) (to be completed by mailer)

Datti E. Barrett

Street, Apt. No. or PO Box No.

PO Box 180

City, State, ZIP+4

Circleville, PA 16833-0180

PS Form 3800, July 1999

See Reverse for Instructions

**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	\$



Name (Please Print Clearly) (to be completed by mailer)

Bruce B. Barrett

Street, Apt. No. or PO Box No.

PO Box 180

City, State, ZIP+4

Circleville, PA 16833-0180

PS Form 3800, July 1999

See Reverse for Instructions

**CERTIFIED MAIL**



7000 0600 0021 3843 3197

BRUCE B. BARRETT  
PO BOX 182  
CIRCULEVILLE, OHIO

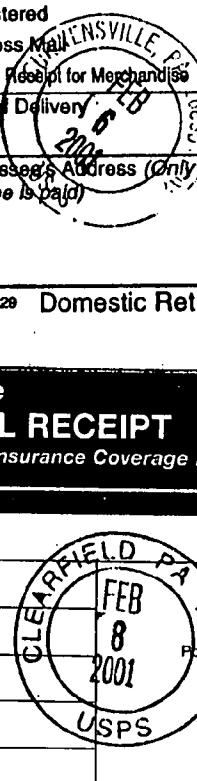
RETURN SERVICE  
REQUESTED

RETURNED TO WRITER  
REASON CHECKED  
Unclaimed  
Unknown  
Insufficient Funds  
Moved, Left no address  
Forwarding Order  
Forwarded

AFTER FIVE DAYS RETURN TO

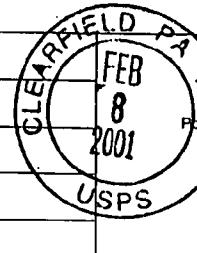


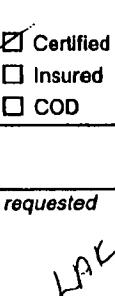
CLEARFIELD, PA 16830

Is your RETURN ADDRESS completed on the reverse side?	<b>SENDER:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Complete Items 1 and/or 2 for additional services.</li> <li><input type="checkbox"/> Complete Items 3, 4a, and 4b.</li> <li><input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you.</li> <li><input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit.</li> <li><input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number.</li> <li><input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.</li> </ul>	<b>I also wish to receive the following services (for an extra fee):</b> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Consult postmaster for fee.
	3. Article Addressed to:  Ruth E. Barrett PO Box 182 Curwensville Pa 16838-0182  Sharon Bloom Sharon Bloom X	4a. Article Number  7000 0600 0021 38433098  4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD
5. Received By: (Print Name)	7. Date of Delivery  	
6. Signature: (Addressee or Agent)	8. Addressee's Address (Only if requested and fee is paid)  Bruce B. Barrett 404 Center St Curwensville Pa 16833	

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

<b>U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)</b>	
Article Sent To:	
3098 3843 0021 0600 7000	Postage \$  Certified Fee  Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)  Total Postage & Fees \$   Bruce B. Barrett 404 Center St Curwensville Pa 16833
See Reverse for Instructions	

Is your RETURN ADDRESS completed on the reverse side?	<b>SENDER:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Complete Items 1 and/or 2 for additional services.</li> <li><input type="checkbox"/> Complete Items 3, 4a, and 4b.</li> <li><input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you.</li> <li><input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit.</li> <li><input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number.</li> <li><input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.</li> </ul>	<b>I also wish to receive the following services (for an extra fee):</b> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Consult postmaster for fee.
	3. Article Addressed to:  Bruce B. Barrett 404 Center St Curwensville Pa 16833  Bruce B. Barrett X	4a. Article Number  7000 0600 0021 38433098  4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD
5. Received By: (Print Name)	7. Date of Delivery  	
6. Signature: (Addressee or Agent)	8. Addressee's Address (Only if requested and fee is paid)  Bruce B. Barrett 404 Center St Curwensville Pa 16833	

PS Form 3811, December 1994

102595-98-B-0229 Domestic Return Receipt

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

CLEARFIELD BANK & TRUST COMPANY : No.  
Plaintiff :  
: Type of Pleading: Complaint  
v. :  
: Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : Counsel of Record for Party:  
: ALAN F. KIRK, ESQUIRE  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803  
: (814)234.2048

**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: 3-16-01

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

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-CD  
Plaintiff :  
v. : Type of Pleading: PRAECIPE  
: FOR ENTRY OF DEFAULT  
: JUDGMENT  
: Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : 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 **TWENTY-ONE THOUSAND FOUR HUNDRED SIXTY AND 35/100 (\$21,460.35) DOLLARS** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.



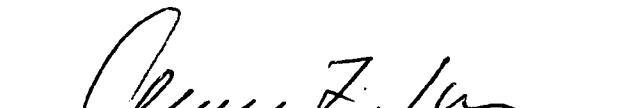
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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

**FILED**

MAY 02 2001

William A. Shaw  
Prothonotary



Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-367-CD
Plaintiff	:	
	:	
v.	:	Filed on Behalf of: Plaintiff
PATTI E. BARRETT and BRUCE BARRETT, husband and wife,	:	
Defendants	:	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 Defendants pursuant to the enclosed  
Certificate of Judgment of Clearfield County Docket No. 01-367-CD in the principal amount of  
**\$21460.35** 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

# COPY

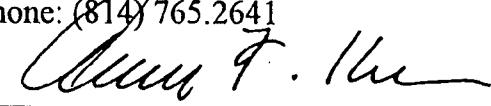
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-CD  
Plaintiff :  
: Type of Pleading: 10 Day Notice  
v. :  
: Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : 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:

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

  
Patti E. Barrett-Certified Mail #7099 3400 0013 3792 0658  
Bruce Barrett-Certified Mail #7099 3400 0013 3792 0641

**COPY**

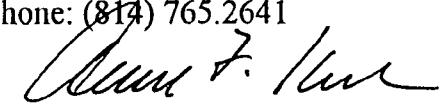
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-CD  
Plaintiff :  
: Type of Pleading: 10 Day Notice  
v. :  
: Filed on Behalf of: Plaintiff  
PATTI E. BARRETT and BRUCE BARRETT, :  
husband and wife, :  
Defendants : Counsel of Record for Party:  
: ALAN F. KIRK, ESQUIRE  
: I.D. #36893  
: 1375 Martin Street, Suite 204  
: State College, PA 16803

**IMPORTANT NOTICE**

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PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
1375 Martin Street, Suite 204  
State College, PA 16803

Patti E. Barrett-Certified Mail #7099 3400 0013 3792 0658  
Bruce Barrett-Certified Mail #7099 3400 0013 3792 0641

# CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

*Brace E. Garrett*

16803-2

Postage	\$ .34
Certified Fee	<i>1.50</i>
(Endorsement Required)	<i>APR 10 2001</i>
Restricted Delivery Fee	
(Endorsement Required)	

Total Postage & Fees

\$ *3.70*

*Brace E. Garrett*  
P.O. Box 18A  
Curwensville, PA 16833

*Brace E. Garrett*  
P.O. Box 18A  
Curwensville, PA 16833

PS Form 3800, July 1999

See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

## COMPLETE THIS SECTION ON DELIVERY

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

- Article Addressed to:
- Article Number (Copy from service label) *7099 3400 0013 3792 0641*
- Is delivery address different from item 1?  Yes  No

*Brace E. Garrett*  
P.O. Box 18A  
Curwensville, PA 16833

A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Brace E. Garrett</i>	<i>APR 10 2001</i>
C. Signature	
<i>Brace E. Garrett</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

2. Article Number (Copy from service label) *7099 3400 0013 3792 0658*

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-4M-1789

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-4M-1789

## SENDER: COMPLETE THIS SECTION

## COMPLETE THIS SECTION ON DELIVERY

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

- 1. Article Addressed to:
- 2. Article Number (Copy from service label) *7099 3400 0013 3792 0641*
- 3. Is delivery address different from item 1?  Yes  No

*Brace E. Garrett*  
P.O. Box 18A  
Curwensville, PA 16833

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-4M-1789

7099	3400	0013	3792	0641
<b>U.S. Postal Service CERTIFIED MAIL RECEIPT</b>				
(Domestic Mail Only; No Insurance Coverage Provided)				
Article Sent To:				
<i>Brace E. Garrett</i>				
Postage	\$ .34			
Certified Fee	<i>1.50</i>			
(Endorsement Required)	<i>APR 10 2001</i>			
Restricted Delivery Fee				
(Endorsement Required)				
Total Postage & Fees	\$ <i>3.70</i>			
Name (Please Print Clearly) <i>Brace E. Garrett</i> Street: <i>P.O. Box 18A</i> City: <i>Curwensville</i> State: <i>PA</i> Zip+4: <i>16833</i>				
PS Form 3800, July 1999				
See Reverse for Instructions				

- 2. Article Number (Copy from service label) *7099 3400 0013 3792 0641*

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-4M-1789

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

C

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-CD  
Plaintiff :  
:  
v.  
:  
PATTI E. BARRETT and BRUCE BARRETT, : Filed on Behalf of: Plaintiff  
husband and wife, :  
:  
Defendants : Counsel of Record for Party:  
:  
ALAN F. KIRK, ESQUIRE  
I.D. #36893  
1375 Martin Street, Suite 204  
State College, PA 16803

**TO: BRUCE BARRETT**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 21,460.35 on May 2, 2001.

---

  
, Prothonotary

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

IA COPY

CLEARFIELD BANK & TRUST COMPANY : No. 01-367-CD  
Plaintiff :  
v. :  
PATTI E. BARRETT and BRUCE BARRETT, : Filed on Behalf of: Plaintiff  
husband and wife, :  
Defendants : Counsel of Record for Party:  
 : ALAN F. KIRK, ESQUIRE  
 : I.D. #36893  
 : 1375 Martin Street, Suite 204  
 : State College, PA 16803

TO: PATTI E. BARRETT

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 21,460.35 on May 2, 2001

, Prothonotary

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

COPY

Clearfield Bank & Trust  
Plaintiff(s)

No.: 2001-00367-CD

Real Debt: \$21,460.35

Atty's Comm:

Vs. Costs: \$

Int. From:

Patti E. Barrett  
Bruce Barrett  
Defendant(s)

Entry: \$20.00  
Instrument: Default Judgment

Date of Entry: May 2, 2001

Expires: May 2, 2006

Certified from the record this 2nd 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

**FILED**

MAY 02 2001  
Mass. Atty. Gen. pd  
William A. Shaw  
Prothonotary \$20.00

not to Det.  
Statement to Atty  
fee

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

CLEARFIELD BANK & TRUST COMPANY	:	No. 01-367-CD
Plaintiff	:	
v.	:	
PATTI E. BARRETT and BRUCE BARRETT, husband and wife,	:	Type of Pleading: WRIT OF EXECUTION
Defendants	:	
	:	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,

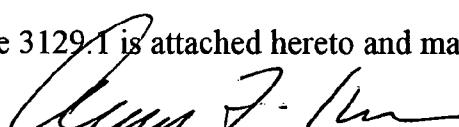
Amount due: **\$21,460.35**

Plus continuing interest on the principal balance from **November 21, 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 3129.1 is attached hereto and marked  
Exhibit "B".

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

**FILED**

MAY 22 2001

William A. Shaw  
Prothonotary

EXHIBIT "A":

ALL that certain piece, parcel or tract of land, situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, and being bounded and described as follows:

BEGINNING at an iron pin at the Southwestern intersection of Muller and Center Streets and being the Northeastarly corner of the premises conveyed by John Daub and Alice Daub, his wife, to Cratis Rowles and Hazel L. Rowles, his wife, by deed dated the 7th day of September 1948 and recorded in Deed Book 392 at Page 500; thence in a Westerly direction along Center Street, fifty-eight (58) feet to an iron pin at the line of Joseph Hipp; thence in a Southerly direction along the line of Joseph Hipp, ninety (90) feet to an iron pin; thence in an Easterly direction, fifty-eight (58) feet to an iron pin on Muller Street; thence along Muller Street in a Northerly direction, ninety (90) feet to the place of beginning.

BEING the same premises as were conveyed to the Grantors herein by deed of Arnold Rowles and Edith M. Rowles, husband and wife, dated September 7, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 914, Page 05.

FILED

MAY 22 2001  
019131 Party Kirk  
William A. Shaw  
Prothonotary  
PA 20.00

Lowry Sheriff

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

Clearfield Bank & Trust,

COPY

Vs.

NO.: 2001-00367-CD

Patti E. Barrett,  
Bruce Barrett,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, , Plaintiff(s) from PATTI E. BARRETT , BRUCE BARRETT , 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: \$21,460.35  
INTEREST: \$from 11/21/00 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 \_\_\_\_\_ 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

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

Clearfield Bank & Trust,

Vs.

NO.: 2001-00367-CD

Patti E. Barrett,  
Bruce Barrett,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK & TRUST, , Plaintiff(s) from PATTI E. BARRETT , BRUCE BARRETT , 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;

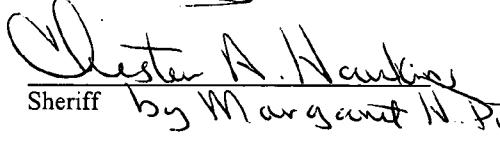
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$21,460.35  
INTEREST: \$from 11/21/00 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 9:50 A.M./P.M.

  
\_\_\_\_\_  
Chester A. Hawkinson  
Sheriff by Margaret N. Purt

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

EXHIBIT "A":

ALL that certain piece, parcel or tract of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, and being bounded and described as follows:

BEGINNING at an iron pin at the Southwestern Intersection of Muller and Center Streets and being the Northeasterly corner of the premises conveyed by John Daub and Alice Daub, his wife, to Grace Roviles and Hazel L. Roviles, his wife, by deed dated the 7th day of September 1968 and recorded in Deed Book 392 at Page 500; thence in a Westerly direction along Center Street, fifty-eight (58) feet to an iron pin at the line of Joseph Hipp; thence in a Southerly direction along the line of Joseph Hipp, ninety (90) feet to an iron pin; thence in an Easterly direction, fifty-eight (58) feet to an iron pin on Muller Street; thence along Muller Street in a Northerly direction, ninety (90) feet to the place of beginning.

BEING the same premises as were conveyed to the Grantors herein by deed of Arnold Roviles and Edith M. Roviles, husband and wife, dated September 7, 1983 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 916, Page 05.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11046

CLEARFIELD BANK & TRUST

01-367-CD

VS.

BARRETT, PATTI E.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JUNE 18, 2001, RECEIVED A FAX FROM ALAN F. KIRK, ATTORNEY FOR CLEARFIELD BANK & TRUST COMPANY, THAT THE SALE IS TO BE CANCELLED.

NOW, JUNE 19, 2001 RECEIVED A LETTER FROM ALAN F. KIRK, ATTORNEY FOR CLEARFIELD BAND & TRUST COMPANY, THAT THE SALE IS TO BE CANCELLED.

NOW, OCTOBER 19, 2001, RETURN WRIT AS "NO SALE" HELD AS RECEIVED LETTER FROM ALAN F. KIRK, ATTORNEY FOR CLEARFIELD BANK & TRUST COMPANY, THAT SALE IS TO BE CANCELLED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$9.00

SURCHARGE \$40.00

PAID BY ATTORNEY

---

**FILED**

OCT 19 2001  
011:10 pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

19th Day Of October 2001

Q Kendrick

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

Chester Hawkins  
by Margaret N. Pitt  
Chester A. Hawkins  
Sheriff

**ALAN F. KIRK**  
Attorney-At-Law  
1375 Martin Street, Suite 204  
State College, PA 16803

---

(814) 234-2048  
Fax (814) 234-4166

June 18, 2001

**VIA FAX #765.5915**  
**& FIRST CLASS U.S. MAIL**  
Chester A. Hawkins, Sheriff  
230 E. Market Street  
Clearfield County Courthouse  
Clearfield, PA 16830

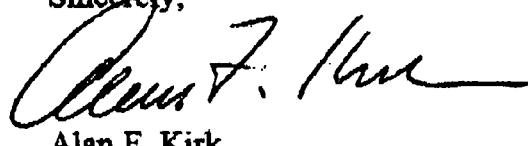
**Re: Clearfield Bank & Trust Company v. Patti E. Barrett and Bruce Barrett**

Dear Mr. Hawkins:

Would you please cancel the Sheriff Sale scheduled for Friday, August 3, 2001 at 10:00 a.m. in the above-referenced matter.

Thank you for your cooperation in this matter.

Sincerely,



Alan F. Kirk

AFK/mms

xc: Lori Kurtz, Clearfield Bank & Trust Co.

**COPY**

ALAN F. KIRK  
Attorney-At-Law  
1375 Martin Street, Suite 204  
State College, PA 16803

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(814) 234-2048  
Fax (814) 234-4166

June 18, 2001

**VIA FAX #765.5915**  
**& FIRST CLASS U.S. MAIL**

Chester A. Hawkins, Sheriff  
230 E. Market Street  
Clearfield County Courthouse  
Clearfield, PA 16830

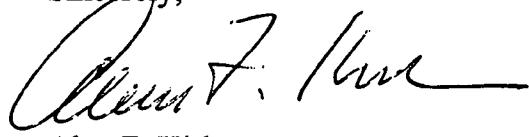
**Re: Clearfield Bank & Trust Company v. Patti E. Barrett and Bruce Barrett**

Dear Mr. Hawkins:

Would you please *cancel* the Sheriff Sale scheduled for Friday, August 3, 2001 at 10:00 a.m. in the above-referenced matter.

Thank you for your cooperation in this matter.

Sincerely,



Alan F. Kirk

AFK/mms

xc: Lori Kurtz, Clearfield Bank & Trust Co.

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